

*Tohoqua Community
Development District*

Agenda

October 7, 2020

AGENDA

Tohoqua

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

October 2, 2020

**Board of Supervisors
Tohoqua Community
Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Tohoqua Community Development District** will be held **Wednesday, October 7, 2020 at 9:00 AM** via Zoom; by following this link <https://zoom.us/j/91220352985> or by calling in via (646) 876-9923 and entering the Meeting ID: **912 2035 2985**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the September 2, 2020 Meeting
4. Public Hearing
 - A. Consideration of Resolution 2021-01 Adopting Chapter IV, Chapter V and Chapter VI Rules
5. Consideration of Resolution 2021-02 Accepting the Conveyance of Improvements from the Master Developer Related to the Amenity Center (Recreation Tract B)
6. Consideration of Acquisition Agreement with Pulte Home Company, LLC Related to Proposed 2020 (2021) Bonds
7. Consideration of Acquisition Agreement with Lennar Homes, LLC Related to Proposed 2020 (2021) Bonds
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Amenity Manager's Report
9. Other Business
10. Supervisors Requests
11. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the September 2, 2020 Board of Supervisors meeting. The minutes are enclosed for your review.

The fourth order of business is a public hearing. Section A is consideration of Resolution 2021-01 adopting chapter IV, chapter V and chapter VI rules. A copy of the resolution is enclosed for your review.

The fifth order of business is consideration of Resolution 2021-02 Accepting the Conveyance of Improvements from the Master Developer Related to the Amenity Center (Recreation Tract B). A copy of the resolution is enclosed for your review.

The sixth order of business is Consideration of Acquisition Agreement with Pulte Home Company, LLC Related to Proposed 2020 (2021) Bonds. A copy of the agreement is enclosed for your review.

The seventh order of business is Consideration of Acquisition Agreement with Lennar Homes, LLC Related to Proposed 2020 (2021) Bonds. A copy of the agreement is enclosed for your review.

The eighth order of business is Staff Reports. Section B is Attorney's report. Section 1 is an update on auditing requirements. Section C is the District Manager's Report. Section 1 includes approval of the check register being presented. Section 2 includes the balance sheet and income statement for review. Section 3 is the Amenity Manager's Report. A copy of the report is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,



George S. Flint
District Manager

CC: Jan A. Carpenter, District Counsel
Eric Warren, District Engineer
Mike Williams, Bond Counsel
Brett Sealy, Underwriter
Darrin Mossing, GMS

Enclosures

MINUTES

MINUTES OF MEETING
TOHOQUA
COMMUNITY DEVELOPMENT DISTRICT

The Regular meeting of the Board of Supervisors of the Tohoqua Community Development District was held on Wednesday, September 2, 2020 at 9:00 a.m., via Zoom Video Conferencing, pursuant to Executive Orders 20-52, 20-69, 20-112, 20-150 and 20-179 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, June 23, 2020 and July 30, 2020 respectively, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

Present and constituting a quorum were:

Andre Vidrine	Chairman
Marcus Hooker	Vice Chairman
Jason Good	Assistant Secretary
James Dowd	Assistant Secretary

Also present were:

George Flint	District Manager
Jan Carpenter	District Counsel
Kristen Trucco	Latham, Shuker, Edan & Beaudine, LLP
Larissa Diaz	CALM
Marcia Calleja	CALM
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 9:02 a.m. and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: Only Board Members and Staff are present.

THIRD ORDER OF BUSINESS

Organizational Matters

- A. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2021**

Mr. Flint: You have a current vacancy with a term ending November 2021. Are there any nominations at this time to fill the vacancy?

Mr. Vidrine: John Droor.

Mr. Flint: Are there any other nominations? Hearing none,

On MOTION by Mr. Vidrine seconded by Mr. Dowd with all in favor the appointment of John Droor to fill the Board vacancy with a term ending November 2021, was approved.

B. Administration of Oath of Office to Newly Elected Supervisor

Mr. Flint: Since we are meeting via Zoom, I am unable to swear him in. He can participate in discussions, but he's not an official member of the Board until the Oath of Office is administered, which can be administered by any Notary. We will send John the Oath and the other information he needs as far as the Financial Disclosure Forms, Sunshine and Public Records Laws. We will do that after the meeting. Before the next meeting, hopefully we will get that back and he can participate.

C. Consideration of Resolution 2020-12 Electing Assistant Secretary

Mr. Flint stated since you appointed John, we have a resolution in your agenda to elect him as an Assistant Secretary, which is what his successor in that seat was, or the Board could reconsider your officers. It's up to the Board at this point. If you want to place him in the spot of his predecessor, then a motion to adopt that resolution designating him an Assistant Secretary would be in order. Are there any questions?

Mr. Vidrine: We can place him in his previous spot. So, he will be an Assistant Secretary as evidenced by Resolution 2020-12.

On MOTION by Mr. Vidrine seconded by Mr. Dowd with all in favor Resolution 2020-12 Electing John Droor as an Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

**Approval of Minutes of the August 5,
2020 Meeting**

Mr. Flint: Did the Board have any comments or corrections to the minutes?

Mr. Vidrine: They look good.

Mr. Flint: If there are no changes, we would ask for a motion to approve the minutes as presented.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Minutes of the August 5, 2020 Meeting were approved as presented.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2020-13 Setting a Public Hearing to Adopt Chapter IV, Chapter V and Chapter VI Rules

Mr. Flint: Resolution 2020-13 sets the date, place and time for a rate hearing to consider Chapters IV, V and VI of the District's rules. We are suggesting that rule hearing be held on October 7th, which is your regular October meeting. A 29- and 28-day notice must be published, but you have time between now and the October meeting to advertise the rule hearing. Chapter IV deals with what we are calling, "Non-resident numbers." The CDD as a government entity is required to have its amenity open to the public; however, the District is able to establish what is called a, "Non-resident fee," which would be required to be paid by any non-resident to use the facility. This fee must be set through a rate making under the Florida Statutes. We have taken the highest operation & maintenance (O&M) improvement, plus the highest debt per unit amount, which is \$2,000. That's the fee in Section 1.4a, which would be required if someone was a non-resident and they wanted to use the pool or the clubhouse. They must pay a \$2,000 annual fee, unless they are a resident or renter. Jan or Kristen, do you want any more detail than that?

Ms. Trucco: You will see that there is a defined term in here that distinguishes the non-resident from the renter. A renter under the rules as currently drafted, is a "Tenant residing in a resident's home with a valid lease agreement with a term of 12 months or more." So that's something the Board can consider if they would like it to be less than 12 months. We thought 12 months was a good standard amount of time for someone to be a renter. So, if you do not want short-term renters to use the facilities, but that's up to the Board to decide if they want more or less time to constitute a renter. That's the only thing I have to add. Jan, do you have anything to add?

Ms. Carpenter: Yes. The fee that was set, GMS looked at the cost that the residents are paying and the benefit the non-resident user would get. That's where the fee came up to make that an equivalent fee, so they are being charged pursuant to the statute.

Mr. Flint: To clarify what Kristen just referenced, if there is a renter in Tohoqua, they are not going to have the ability to use the amenities. What happens in the case of a renter, is basically the owner of that unit assigns the right to the renter. So, if someone owns property in there and they choose to rent their home, the renter basically is assigned the rights and would be able to use the clubhouse. In this case, the initial draft limits renters with a lease of 12 months or having greater access. For purposes of today, if the Board wants to think about it, we can also set this at 12. Then at the rule hearing, the Board can reduce that down if they choose to. Correct?

Ms. Carpenter: That is correct.

Mr. Flint: We don't need to decide right now, but if it's something you want to think about, we can discuss it at the workshop.

Ms. Carpenter: George is right. The purpose today is to adopt the proposed rule, set a public hearing and in the meantime, if you change something at the public hearing, we can talk about the changes.

Mr. Vidrine: Just one quick question. If it is less time, is it a pro-rated monthly fee or the full amount?

Mr. Flint: No, it would be the full amount. The renter would not have to pay the fee.

Mr. Vidrine: Good point.

Mr. Flint: The fee is for non-residents. Renters would be in a situation of assigning the right to the renter if they rent for 12 months.

Mr. Vidrine: Thank you.

Mr. Flint: So, if the Board wants to think about that, we can advertise it as is and at the rule hearing, if the Board wants to change that, you would have the ability to do that in October for adoption.

Mr. Vidrine: We can leave it as is for 12 months.

Mr. Flint: So that's Rule 4. Next is proposed Rule 5. These are the proposed fees for use of the facility. It looks like we left the access to the renter. Basically, for the District to charge any fees, whether it be for an access card, they have to set a rate hearing again under the statute. This Chapter accepts the fees that the District proposes. Again, this is a proposed rule. You will

see a blank at the top of Page 2. We are still trying to get verification of the clubhouse capacity. We received some information that we believe, may affect the clubhouse and Fitness Center capacity, so we left that blank. Marcia, what is the recommendation on the security deposit?

Ms. Calleja: Typically, I recommend \$250, which is the amount of the rental fees.

Mr. Flint: It would be a refundable security deposit. If there is no damage to the facility or any additional staff time incurred, it would be refunded. For the access card fee, we are recommending \$25. We would provide two access cards to each household at no charge, and they can purchase additional access cards for \$4 each. In the event that they lost their card or it was stolen, there would be a \$25 replacement charge. The Board could always decide to charge something else if you wanted to. Is there anything else?

Mr. Vidrine: Sounds reasonable.

Mr. Flint: So, we will insert \$25 for purposes of the notice and hearing. Are there any other questions on the proposed fees? Chapter VI deals with suspension or termination. We like to do that by rule, if you are faced with a situation where you need to change a fee or suspend a non-resident user. If you need to suspend privileges, it should be done by rule. That way if it's a challenge, it would be defended. But this basically lays out the process and the circumstances under which privileges could be suspended or terminated. There is a progressive disciplinary process, but it can be circumvented in the event the offense is so egregious that you don't want to give a verbal suspension. For example, if someone assaulted one of the staff members. You obviously don't want to give them a verbal warning versus suspending. Jan or Kristen, do you have anything to add?

Ms. Trucco: No, I think you covered it all. If the Board has any questions, please send them our way.

Mr. Flint: Again, you are not adopting these rules. All you are doing is setting the public hearing. If there are questions, we can discuss it. Resolution 2020-13 is for the Board's consideration, recommending that the hearings be held on October 6, 2020. Are there any questions? If not, we need a motion to adopt Resolution 2020-08.

On MOTION by Mr. Vidrine seconded by Mr. Dowd with all in favor Resolution 2020-13 Setting a Public Hearing to Adopt Chapter IV, Chapter V and Chapter VI Rules for October 6, 2020 at this location, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2020-14
Adopting Amenity Center Policies**

Mr. Flint: The Amenity Policy is Exhibit 'A', which sets out the policy for how we propose to operate the amenities and the guidelines and rules that residents would have to follow. Are there any questions and comments on the Amenity Policy? This is a public hearing. So, if you adopt the resolution today, you are adopting these Amenity Policies. Are there any questions on the amenity policies?

Mr. Vidrine: No questions.

On MOTION by Mr. Vidrine seconded by Mr. Dowd with all in favor Resolution 2020-14 Adopting the Amenity Center Policies, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Agreement with Grau &
Associates to Provide Auditing Services
for Fiscal Year 2020**

Mr. Flint: Fiscal Year 2020 ends on September 30th. This agreement engages Grau & Associates to require an annual independent audit for the District. The fee is a not-to-exceed of \$3,000. Are there any questions on the Engagement Letter? If not, we need a motion to approve it.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the agreement with Grau & Associates to provide auditing services for Fiscal Year 2020 in a not-to-exceed amount of \$3,000, was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Flint: Kirsten or Jan?

Ms. Trucco: It has been relatively quiet from the legal department. We just worked on the rules that you presented this morning. Otherwise, we have nothing new to report to the Board.

B. Engineer

Mr. Flint: It doesn't look like the Engineer is present. He doesn't need to be on unless he has something specific to report.

C. District Manager's Report**i. Approval of Check Register**

Mr. Flint: The Check Register in your agenda package was for the General Fund and Payroll totaling \$22,534.59. The detailed register is behind the summary. Are there any questions or comments on the check register? If not, we would ask for a motion to approve it.

On MOTION by Mr. Vidrine seconded by Mr. Dowd with all in favor the Check Register from July 28, 2020 through August 24, 2020 in the amount of \$22,534.59, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint: The Balance Sheet and Income Statement is through July 31st. No action is required by the Board, but if the Board has any questions, we can discuss those. Under our prorated and operating budgets, we are fully collected as well as our direct assessments.

- **Field Report** *(Added)*

Mr. Flint: Alan, do you a Field Manager Report?

Mr. Scheerer: At a prior meeting, we discussed an email received on the 18th about some street flooding off of Felicity Land and Volunteer Avenue. Just for the Board and Staffs benefit, I met onsite with Lane Register, from Lennar. A lot of silt came from all the mass grading on Phase 2. They came out immediately and reset all of the silt fences around that project. I was out there again recently. It looks really good. The pond doesn't appear to be too effective. Also, tomorrow morning at 7:00 a.m., I have an onsite meeting with Earth Tech to perform a site visit. So, if there's anything, Marcia, that you need me to do while I'm there in the morning, please let me know. Other than that, everything looks good.

Mr. Flint: Marcia, do you want to give an update on the status of the opening of the amenities?

Ms. Calleja: We are still on track to open on September 18th as requested. Everything is functional at the moment as far as internet. We are still testing the access cards. They did come in, we have them in the office. We have the printer for the access cards. The refrigerator was ordered for the clubhouse. The furniture is being assembled and installed today. There are just a few ins and outs, but overall, everything looks beautiful.

Mr. Flint: So, what's the date again for the opening?

Ms. Calleja: September 18th.

NINTH ORDER OF BUSINESS

Other Business

Mr. Flint: Is there any other business? Hearing none,

TENTH ORDER OF BUSINESS

Supervisors Requests

Mr. Flint: Is there anything else from the Board? Hearing none,

ELEVENTH ORDER OF BUSINESS

Adjournment

Mr. Flint: If there's nothing further, we need a motion to adjourn.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the meeting was adjourned.
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Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

SECTION A

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT ON THE ESTABLISHMENT AND/OR MODIFICATION OF RULES AND POLICIES FOR THE UTILIZATION, OF THE COMMUNITY AMENITY FACILITIES, ON THE CREATION OF A RATE STRUCTURE FOR USE OF SUCH FACILITIES, FOR THE ESTABLISHMENT OF A POLICY AND GUIDELINES TO ADDRESS THE SUSPENSION AND TERMINATION OF PRIVILEGES TO USE AMENITIES AND FACILITIES WITHIN THE DISTRICT, AND FOR THE ADOPTION OF RULES CHAPTER IV, CHAPTER V AND CHAPTER VI FOR THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tohoqua Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the Osceola County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules & procedures to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the proposed rules, policies and rates pertaining to the advisability and propriety of said rules and rate structure/fee. The District also hereby authorizes a rate structure pertaining to fees for non-residents of the District for their use of the District's community amenity facilities; for fees for the use of the Clubhouse and other facilities and services, and said rates are set forth in the Rules Chapter IV and Chapter V, attached hereto as **Exhibit "A"** and **Exhibit "B,"** respectively for immediate use and application; and the policy and guidelines to address the suspension and termination of privileges to use the District's amenities and facilities, as set forth in the Rules Chapter VI, attached hereto as **Exhibit "C"** for immediate use and application;

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Chapter II: Rules and Requirements for the Acquisition, Acceptance and/or Conveyance of public improvements and real property from Developers; establishing a rate structure/fees for the District's cost of review of such conveyances, is hereby

adopted. These rules shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 7th day of October, 2020.

ATTEST:

**TOHOQUA COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A: Chapter IV: establishing a fee schedule for the use of the Tohoqua Community Development District clubhouse amenities and facilities by members of the public who do not rent in nor own property within the District; provide definitions; provide procedures for payment of such fees

Exhibit B: Chapter V: establishing a fee schedule for the use of the Tohoqua Community Development District amenities and facilities and services in and related to the District's clubhouse by residents and renters of real property of the District and Non-Residents of the District who have paid the applicable Non-Resident Annual User Fee; provide procedures for payment of such fees

Exhibit C: Chapter VI: establishing and providing a policy and guidelines to address the suspension and termination of privileges to use the Tohoqua Community Development District's amenities and facilities

EXHIBIT “A”

RULE CHAPTER IV

[See following page.]

RULES OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

CHAPTER IV

FEES FOR USE OF TOHOQUA CLUBHOUSE AMENITY FACILITIES (FOR NON-RESIDENT MEMBERS)

PURPOSE. The purpose of this Rule is to establish a fee schedule for the use of the Tohoqua Community Development District (the “District”) clubhouse amenities and facilities (generally referred to as the “Amenity Facilities”) by members of the public who do not rent in nor own property within the District; provide definitions; provide procedures for payment of such fees; and provide an effective date.

SECTION 1. POLICIES AND FEE SCHEDULE. The District does hereby establish the uniform, comprehensive fee schedule for the use of the Amenity Facilities by members of the public who do not rent in nor own property within the District.

1.1 Pursuant to Section 190.035, *Florida Statutes*, the District has the authority to “prescribe, fix, establish, and collect rates, fees, rentals, or other charges [. . .] for the facilities and services furnished by the district [. . .] including, but not limited to, recreational facilities [. . .].”

1.2 The real property owners within the District (“Residents”) (for themselves and on behalf of their renters (“Renters”)) have, through their payment of operations and maintenance special assessments and debt special assessments, made a long-term commitment to financing the construction, ongoing maintenance and day-to day operations of the Amenity Facilities.

1.3 An additional class of users of the Amenity Facilities consists of those families and individuals who are not Renters nor Residents (hereinafter called “Non-Residents”). The fee schedule set forth in Section 1.4 herein has been established by the District for payment by such Non-Residents for use of the Amenity Facilities. This fee schedule has been promulgated based upon the actual estimated costs and assessments paid or to be paid by real property owners within the District, to allow such Non-Resident Members the use of the Amenity Facilities on the same basis as Residents and Renters.

1.4 Non-Resident Member Fee Schedule.

(a) **Annual Non-Resident Membership.** The annual membership fee to be paid by those Non-Residents who do not reside in nor own real property within the District shall be \$2,000, to be paid in full at the time of application for membership (the “Non-Resident Annual User Fee”). Membership shall include up to four (4) members per household. Each subsequent annual Non-Resident Member fee shall be paid in full on the anniversary date of application for membership.

(b) Increases, Fee Non-Refundable. Such Non-Resident Annual User Fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation and maintenance of the Amenity Facilities. All fees shall be fully non-refundable after receipt by the District. Annual increases, if any, shall be effective on the next renewal anniversary date.

1.5 District staff, or an agent of the District, shall prepare an information sheet consisting of name, address and other pertinent information for each Non-Resident who desires to pay the Non-Resident Annual User Fee for usage of the Amenity Facilities, and the staff shall develop and maintain such records and/or perform such ministerial tasks as are necessary to manage the collection and documentation of such fees and the usage of the Amenity Facilities. District staff may also require the Non-Resident Members to execute a Non-Resident Membership application and agreement (or similar documents), as well as a waiver and indemnification form(s), prior to using the Amenity Facilities.

1.6 All Non-Resident Members desiring to utilize, or using, the Amenity Facilities will be required to comply with all regulations, policies and procedures set forth in the District's Amenity Facilities Policies, as adopted by the Board of Supervisors and amended from time to time.

SECTION 2 -- DEFINITIONS.

The following definitions apply to this Chapter:

2.1 "Amenity Facilities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include the clubhouse, together with it appurtenant facilities and areas including but not limited to the pool and pool area, fitness center, tennis courts, playground and dog park.

2.2 "District" – shall mean the Tohoqua Community Development District, a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes.

2.3 "Fee Schedule" – shall mean the fee or fees established to defray the cost of construction, operation and maintenance of the clubhouse property by those families and individuals who do not reside in nor own property within the District.

2.4 "Non-Resident Annual User Fee" – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Member.

2.5 "Non-Resident Member" – shall mean any individual not owning property in the District who is paying the Non-Resident Annual User Fee to the District for use of all Amenity Facilities.

2.6 "Resident" – shall mean person(s) or family owning a home or lot, or other parcel of real property, within the District.

2.7 “Clubhouse” – shall mean the real property and improvements owned by the District consisting of and including, but not limited to, the clubhouse, pool and pool area, tennis courts, playground, fitness center, and other amenities related to the clubhouse.

2.8 “Renter” - shall mean any tenant residing in a Resident’s home within the District pursuant to a valid rental or lease agreement, with a term of twelve (12) consecutive months or more.

2.9 Terms “may” and “shall” - As used herein, the word “may” is permissive, and the word “shall” is mandatory.

PASSED, ADOPTED AND EFFECTIVE THIS ____ DAY OF _____, 2020.

Specific Authority:	Sections 190.035(1) and 120.54, <i>Florida Statutes</i>
Law Implemented:	Sections 190.031, 190.035(1), 190.036, 190.037, 190.041 and 190.012(1), <i>Florida Statutes</i>

EXHIBIT “B”

RULE CHAPTER V

[See following page.]

RULES OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

CHAPTER V

FEES FOR USE OF CERTAIN TOHOQUA FACILITIES AND SERVICES

PURPOSE. The purpose of this Rule is to establish a fee schedule for the use of the Tohoqua Community Development District (the “District”) amenities and facilities (generally referred to as the “Amenity Facilities”) and services in and related to the District’s clubhouse (generally referred to herein as the “Clubhouse”) by residents and renters of real property of the District and Non-Residents of the District who have paid the applicable Non-Resident Annual User Fee; provide procedures for payment of such fees; provide definitions; and provide an effective date.

SECTION 1 – RENTAL AND SERVICE FEES. The District does hereby establish a uniform, comprehensive fee schedule for the use of certain rooms/facilities/amenities and services (as identified herein) within the Amenity Facilities by Residents and Renters in the District, and by Non-Residents of the District who have paid the applicable Non-Resident Annual User Fee.

1.1 Pursuant to Section 190.035, *Florida Statutes*, the District has the authority to “prescribe, fix, establish, and collect rates, fees, rentals, or other charges [. . .] for the facilities and services furnished by the district [. . .] including, but not limited to, recreational facilities [. . .].”

1.2 The real property owners within the District (“Residents”) (for themselves and on behalf of their renters (“Renter”)) have, through their payment of operations and maintenance special assessments and debt special assessments, made a long-term commitment to financing the construction, ongoing maintenance and day-to day operations of the Clubhouse and other Amenity Facilities.

1.3 An additional class of users of the Clubhouse consists of those families and individuals who are not Residents or Renters, but who have paid the District’s “Non-Resident Annual User Fee” as established by Chapter IV of the District’s rules (hereinafter called “Non-Resident Members”). By payment of the Non-Resident Annual User Fee, such individuals are entitled to utilize the District facilities on the same basis as Residents and Renters.

1.4 The fee schedule set forth in Section 1.5 herein has been established by the District for payment by Residents, Renters and Non-Resident Members. This fee schedule has been promulgated to provide revenue to equitably contribute to the payment of expenses associated with the operation and maintenance of the Clubhouse rooms/facilities.

1.5 Fee Schedule.

(a) Fees for Use of Tohoqua Clubhouse. Any Resident, Renter or Non-

Resident Member wishing to rent the Clubhouse for a function, with a maximum attendance of ____ persons, shall pay a rental fee as follows: \$250.00 for a maximum period of four (4) hours, plus any direct expenses occurring as a result of the event. Only one rental period per day is permitted.

If any Non-Residents are in attendance during the rental period, the Resident/Renter/Non-Resident Member must be in attendance for the entirety of, and shall remain primarily responsible for, the event related to the reservation.

(b) Security Deposits and Fees. A refundable facility damage security deposit of \$250.00 shall be charged for all Amenity Facility rentals described herein and will be collected by the District in advance in accordance with the District's adopted Amenity Facilities Policies, as they may be amended from time to time. The District and the Resident/Renter/Non-Resident Member shall coordinate and participate in pre- and post-event inspections of the facility. The release of the facility damage security deposit shall not occur until the District representative has verified that the facility is in the same or better condition than indicated on the pre-inspection checklist, as determined in the District's sole discretion.

(c) Fees for Access Cards. Two access cards (or similar access devices) shall be issued to each Resident household at no charge. Renters [and Non-Residents who have paid their applicable Non-Resident User Fee] may purchase up to two access cards at a cost of \$25 per card. There shall be a charge of \$25 per card to replace lost or stolen cards for all persons. Each household shall be limited to two Access Cards.

(d) Increases. All Fees Non-Refundable. Fees may be increased, not more than once per year and not more than 10% per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Clubhouse and other Amenity Facilities. All fees shall be non-refundable after receipt by the District except when notice of cancellation for the Clubhouse rental is received at least thirty (30) days in advance of the reserved date. Exceptions to the refund policy may be made from time to time, in the District's sole discretion.

1.6 Payment of all fees and deposits set forth herein, as well as reservation of said room/facilities, shall be in accordance with the District's adopted Amenity Facilities Policies, as they may be amended from time to time. All rentals are subject to availability, which shall be determined in the District's sole discretion.

1.7 District staff may require individuals wishing to rent the Amenity Facilities described herein to provide a completed information sheet as well as execute a waiver and indemnification form prior to using the Amenity Facilities.

1.8 In addition to this Rule, all families or individuals desiring to utilize the Amenity Facilities shall be required to comply with all regulations, policies and procedures set forth in the District's Amenity Facilities Policies, as adopted by the Board of Supervisors and amended from time to time.

SECTION 2 -- DEFINITIONS.

The following definitions apply to this Chapter:

2.1 “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include the Clubhouse, together with it appurtenant facilities and areas including but not limited to the pool and pool area, fitness center, splash pad, playground and dog park.

2.2 “District” – shall mean the Tohoqua Community Development District, a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes.

2.3 “Fee Schedule” – shall mean the fee or fees established to defray the cost of construction, operation and maintenance of the Clubhouse and the other Amenity Facilities by residents and renters of real property of the District and non-residents of the District who have paid the applicable Non-Resident Annual User Fee.

2.4 “Non-Resident Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Member. The amount of the Non-Resident Annual User Fee is set forth in Chapter IV of the District’s rules.

2.5 “Non-Resident Member” – shall mean any individual not owning property in the District who is paying the Non-Resident Annual User Fee to the District for use of all Amenity Facilities.

2.6 “Resident” – shall mean person(s) or family owning a home or lot, or other parcel of real property, within the District.

2.7 “Clubhouse” – shall mean the real property and improvements owned by the District consisting of and including, but not limited to, the Clubhouse, pool and pool area, splash pad, playground, fitness center, and other amenities related to the Clubhouse.

2.8 “Renter” - shall mean any tenant residing in a Resident’s home within the District pursuant to a valid rental or lease agreement, with a term of [12 consecutive months or more.]

2.9 Terms “may” and “shall” - As used herein, the word “may” is permissive, and the word “shall” is mandatory.

PASSED, ADOPTED AND EFFECTIVE THIS ____ DAY OF _____, 2020.

Specific Authority:	Sections 190.035(1) and 120.54, <i>Florida Statutes</i>
Law Implemented:	Sections 190.031, 190.035(1), 190.036, 190.012 and 190.012(1), <i>Florida Statutes</i>

EXHIBIT “C”

RULE CHAPTER VI

[See following page.]

**RULES OF THE
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**

CHAPTER IV

**FEES FOR USE OF TOHOQUA CLUBHOUSE AMENITY FACILITIES
(FOR NON-RESIDENT MEMBERS)**

PURPOSE. The purpose of this Rule is to establish a fee schedule for the use of the Tohoqua Community Development District (the “District”) clubhouse amenities and facilities (generally referred to as the “Amenity Facilities”) by members of the public who do not rent in nor own property within the District; provide definitions; provide procedures for payment of such fees; and provide an effective date.

SECTION 1. POLICIES AND FEE SCHEDULE. The District does hereby establish the uniform, comprehensive fee schedule for the use of the Amenity Facilities by members of the public who do not rent in nor own property within the District.

1.1 Pursuant to Section 190.035, *Florida Statutes*, the District has the authority to “prescribe, fix, establish, and collect rates, fees, rentals, or other charges [. . .] for the facilities and services furnished by the district [. . .] including, but not limited to, recreational facilities [. . .].”

1.2 The real property owners within the District (“Residents”) (for themselves and on behalf of their renters (“Renters”)) have, through their payment of operations and maintenance special assessments and debt special assessments, made a long-term commitment to financing the construction, ongoing maintenance and day-to day operations of the Amenity Facilities.

1.3 An additional class of users of the Amenity Facilities consists of those families and individuals who are not Renters nor Residents (hereinafter called “Non-Residents”). The fee schedule set forth in Section 1.4 herein has been established by the District for payment by such Non-Residents for use of the Amenity Facilities. This fee schedule has been promulgated based upon the actual estimated costs and assessments paid or to be paid by real property owners within the District, to allow such Non-Resident Members the use of the Amenity Facilities on the same basis as Residents and Renters.

1.4 Non-Resident Member Fee Schedule.

(a) **Annual Non-Resident Membership.** The annual membership fee to be paid by those Non-Residents who do not reside in nor own real property within the District shall be \$2,000, to be paid in full at the time of application for membership (the “Non-Resident Annual User Fee”). Membership shall include up to four (4) members per household. Each subsequent annual Non-Resident Member fee shall be paid in full on the anniversary date of application for membership.

(b) Increases, Fee Non-Refundable. Such Non-Resident Annual User Fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation and maintenance of the Amenity Facilities. All fees shall be fully non-refundable after receipt by the District. Annual increases, if any, shall be effective on the next renewal anniversary date.

1.5 District staff, or an agent of the District, shall prepare an information sheet consisting of name, address and other pertinent information for each Non-Resident who desires to pay the Non-Resident Annual User Fee for usage of the Amenity Facilities, and the staff shall develop and maintain such records and/or perform such ministerial tasks as are necessary to manage the collection and documentation of such fees and the usage of the Amenity Facilities. District staff may also require the Non-Resident Members to execute a Non-Resident Membership application and agreement (or similar documents), as well as a waiver and indemnification form(s), prior to using the Amenity Facilities.

1.6 All Non-Resident Members desiring to utilize, or using, the Amenity Facilities will be required to comply with all regulations, policies and procedures set forth in the District's Amenity Facilities Policies, as adopted by the Board of Supervisors and amended from time to time.

SECTION 2 -- DEFINITIONS.

The following definitions apply to this Chapter:

2.1 "Amenity Facilities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include the clubhouse, together with it appurtenant facilities and areas including but not limited to the pool and pool area, fitness center, tennis courts, playground and dog park.

2.2 "District" – shall mean the Tohoqua Community Development District, a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes.

2.3 "Fee Schedule" – shall mean the fee or fees established to defray the cost of construction, operation and maintenance of the clubhouse property by those families and individuals who do not reside in nor own property within the District.

2.4 "Non-Resident Annual User Fee" – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Member.

2.5 "Non-Resident Member" – shall mean any individual not owning property in the District who is paying the Non-Resident Annual User Fee to the District for use of all Amenity Facilities.

2.6 "Resident" – shall mean person(s) or family owning a home or lot, or other parcel of real property, within the District.

2.7 “Clubhouse” – shall mean the real property and improvements owned by the District consisting of and including, but not limited to, the clubhouse, pool and pool area, tennis courts, playground, fitness center, and other amenities related to the clubhouse.

2.8 “Renter” - shall mean any tenant residing in a Resident’s home within the District pursuant to a valid rental or lease agreement, with a term of twelve (12) consecutive months or more.

2.9 Terms “may” and “shall” - As used herein, the word “may” is permissive, and the word “shall” is mandatory.

PASSED, ADOPTED AND EFFECTIVE THIS ____ DAY OF _____, 2020.

Specific Authority:	Sections 190.035(1) and 120.54, <i>Florida Statutes</i>
Law Implemented:	Sections 190.031, 190.035(1), 190.036, 190.037, 190.041 and 190.012(1), <i>Florida Statutes</i>

SECTION V

RESOLUTION 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM THE MASTER DEVELOPER RELATED TO THE AMENITY CENTER (TRACT H); AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND DELIVER ACCEPT ALL DEEDS AND OTHER DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Tohoqua Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), by Osceola County Ordinance 2017-57 (the “Ordinance”); and

WHEREAS, the District has the authority, generally under the Act and the Ordinance, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

WHEREAS, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property and improvements, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

WHEREAS, the District has issued its \$2,165,000 Tohoqua Community Development District Special Revenue Bonds, Series 2018 (“2018 Bonds”) which shall, in part, pay for the acquisition of certain infrastructure within a portion of the first phase of the Tohoqua Development (the “Series 2018 Project”); and

WHEREAS, Tohoqua Development Group, LLC, a Florida limited liability company (“TDG”), has proposed the transfer to and acceptance by the District of certain real property and public improvements, including the Amenity Center and all improvements associated with and located on Tract H, as part of the Series 2018 Project, as more particularly described in **Composite Exhibit “A”** attached hereto and incorporated herein by this reference (the “Real Property and Improvements”) and as further evidenced by the Certificate of Occupancy attached hereto as part of **Composite Exhibit “A”**; and

WHEREAS, subject to the final review of District staff, which includes, but is not limited to, the District Engineer, District Counsel and the District Manager, TDG has substantially complied with the requirements for conveyance of the property to the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Tohoqua Community Development District (the “Board”), as follows:

1. Incorporation of Recitals. The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Approval of Acquisition of the Real Property and Improvements. The Board hereby approves the acceptance of the Real Property and Improvements and the acceptance of the documents related thereto attached hereto as **Exhibit “B,”** together with all other documents relating to the conveyance and acceptance of the Real Property and Improvements (the “Conveyance Documents”), subject to the final review and sign off of District Staff.

3. Delegation of Authority to Chairman. Upon District Staff’s review and approval of the Conveyance Documents and any documentation reasonably associated with the conveyance described herein, the Chairman of the Board (the “Chairman”) is authorized to negotiate and accept the Conveyance Documents on behalf of the District. The Chairman shall be authorized to negotiate, execute and deliver any other document necessary to effectuate the intent of this Resolution. The terms and conditions of all documents to be accepted or executed in connection with any of the foregoing shall be acceptable by the District Staff and the Chairman, and the execution, acceptance and delivery of any such document or instrument by the Chairman shall constitute conclusive evidence that the terms and conditions contained in said documents have been approved by the District.

4. Authorization of District Staff. The District Staff, which shall include the District Manager, District Counsel, District Bond Counsel and the District Engineer, are hereby authorized on behalf of the District to take such actions and to implement the foregoing provisions as deemed necessary or appropriate, including the preparation of any necessary documentation and the performance of any actions necessary or prudent to effectuate the intent of this Resolution.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Continued to Following Page]

PASSED in public meeting of the Board of Supervisors of the Tohoqua Community Development District, this 7th day of October, 2020.

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Print: _____
Title: _____

COMPOSITE EXHIBIT “A”

Description of Real Property

TRACT H, TOHOQUA – PHASE 1B, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 70 TO 74, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Description of Improvements

Amenity Center building, furniture, fixtures and improvements located on Tract H, TOHOQUA – PHASE 1B, according to the plat thereof as recorded in Plat Book 27, Page 70, Public Records of Osceola County, Florida, including but not limited to the following:

1. Amenity Building Improvements including the following:

- One (1) couch
- Fourteen (14) fabric upholstered chairs
- Four (4) leather stools
- Four (4) leather side chairs
- One (1) refrigerator
- One (1) microwave
- Two (2) small tables
- One (1) coffee table
- Two (2) round tables
- One (1) credenza
- Three (3) desk chairs
- Four (4) guest chairs
- Two (2) desks;

2. Fitness Center Building Improvements including the following:

- One (1) stationary bicycle
- Four (4) treadmills
- Three (3) elliptical trainers
- Six (6) cable machines
- Two (2) weight benches
- One (1) dumbbells set
- One (1) weight machine
- Several weighted exercise balls
- Two (2) large exercise balls;

3. All landscaping, outdoor improvements and security systems; and

4. Pavilion, pool and playground.

CERTIFICATE OF OCCUPANCY

CITY OF ST. CLOUD

Permit Number: 18-00006037

Permit Type: COMMERCIAL NEW

Parcel ID: 0526305342000100H0

Property Address: 1830 FULFILLMENT DR

Flood Zone: X

Owner: TOHOQUA DEVELOPMENT GROUP
LLC

Occupancy Type: INDOOR SPORT FACILITY

Owner Address: 4750 THE GROVE DR STE 220
WINDERMERE, FL 34786-8425

Design Occupancy Load: 87

Type of Construction: V SECTION 602 FBC

Issue Date: 8/6/2020

Automatic Sprinkler: NO

Code Edition: 2017



Celebrating Small Town Life

Building Official

Fire Marshal

THE ABOVE STRUCTURE HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE
FLORIDA BUILDING CODES, FLORIDA FIRE PREVENTION CODE, NATIONAL ELECTRICAL CODE, CITY
CODE REQUIREMENTS AND IS APPROVED FOR THE USE AND OCCUPANCY AS STATED ON THE PERMIT.

EXHIBIT “B”

INDEX

- B-1 Certificate of District Engineer
- B-2 Bill of Sale Absolute and Agreement
- B-3 Owner’s Affidavit
- B-4 Agreement Regarding Taxes
- B-5 Special Warranty Deed

CERTIFICATE OF DISTRICT ENGINEER

Conveyance from Master Developer to Tohoqua Community Development District

I, **Eric E. Warren, P.E.**, of **Poulos & Bennett, LLC**, a Florida limited liability company, and licensed to provide professional engineering services to the public in the State of Florida under Florida License No. 45423, with offices located at 2602 E. Livingston Street, Orlando, Florida ("P&B"), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through P&B, currently serve as District Engineer to the Tohoqua Community Development District (the "District").

2. That the District proposes to accept from Tohoqua Development Group, LLC, a Florida limited liability company, for ownership, operation and maintenance, that certain real property and improvements, made in, on, over, under and through the real property, as further described in **Exhibit "A"** attached hereto (collectively, the "Property").

3. That this certification (the "Certification") is provided in conjunction with, and in support of, the District's acceptance of the Property, and the District will rely on this Certificate for such purposes.

4. That the Property was constructed, purchased, installed and/or completed, as applicable, in accordance with the plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable.

5. That such Property is properly permitted by the appropriate governmental entities, as applicable, and that copies of the plans, specifications and permits relating to the Property, if any, have been provided to P&B are being held by P&B as records of the District on its behalf.

[Signature page to follow]

**SIGNATURE PAGE FOR
CERTIFICATE OF DISTRICT ENGINEER**

Conveyance from Master Developer to Tohoqua Community Development District

DATED: _____, 2020.

Witness: _____
Print: _____

Eric E. Warren, P.E.
Professional License No.: FL 45423
on behalf of the company,
Poulos & Bennett, LLC
2602 East Livingston Street
Orlando, Florida 32814

Witness: _____
Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020 by **ERIC E. WARREN, P.E.**, of **POULOS & BENNETT, LLC**, a Florida limited liability company, on behalf of said company. Said person is [] personally known to me or [] has produced a valid driver's license as identification.

(SEAL)

Notary Public; State of Florida
Print Name: _____
Comm. Exp.: _____; Comm. No.: _____

EXHIBIT "A"

Description of Real Property

TRACT H, TOHOQUA – PHASE 1B, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 70 TO 74, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Description of Improvements

Amenity Center building, furniture, fixtures and improvements located on Tract H, TOHOQUA – PHASE 1B, according to the plat thereof as recorded in Plat Book 27, Pages 70 to 74, of the Public Records of Osceola County, Florida, including but not limited to the following:

1. Amenity Building Improvements including the following:

- One (1) couch
- Fourteen (14) fabric upholstered chairs
- Four (4) leather stools
- Four (4) leather side chairs
- One (1) refrigerator
- One (1) microwave
- Two (2) small tables
- One (1) coffee table
- Two (2) round tables
- One (1) credenza
- Three (3) desk chairs
- Four (4) guest chairs
- Two (2) desks;

2. Fitness Center Building Improvements including the following:

- One (1) stationary bicycle
- Four (4) treadmills
- Three (3) elliptical trainers
- Six (6) cable machines
- Two (2) weight benches
- One (1) dumbbells set
- One (1) weight machine
- Several weighted exercise balls
- Two (2) large exercise balls;

3. All landscaping, outdoor improvements and security systems; and

4. Pavilion, pool and playground.

BILL OF SALE ABSOLUTE AND AGREEMENT

Conveyance from Master Developer to Tohoqua Community Development District

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (the “**Agreement**”) is made as of this ____ day of _____, 2020, by and between **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “**District**”), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **TOHOQUA DEVELOPMENT GROUP, LLC**, a Florida limited liability company (hereinafter referred to as the “**Master Developer**”), whose address is 4750 The Grove Drive, Suite 220, Windermere, Florida 34786.

RECITALS:

WHEREAS, Master Developer owns certain public improvements and equipment, including the Amenity Center and all improvements associated with and located on Tract H within the boundaries of the District, as more fully described in **Exhibit “A”** attached hereto and incorporated herein by this reference (collectively, the “**Improvements**”); and

WHEREAS, both the Master Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements or to convey certain Improvements to other governments, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District; and

WHEREAS, the Master Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance.

NOW, THEREFORE, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement.
2. **KNOW ALL MEN BY THESE PRESENTS** that the Master Developer, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Master Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever.
3. All personal property described and conveyed herein is conveyed in “AS IS” condition without express or implied warranties of merchantability, fitness for use or other warranties not expressly stated herein.
4. This Agreement may be executed in any number of counterparts with the same

effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the said Master Developer has caused these presents to be executed on the day and year written below.

WITNESSES:

TOHOQUA DEVELOPMENT GROUP, LLC,
a Florida limited liability company

Signed, sealed and delivered in the
presence of:

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
) **SS:**
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____, as _____ of **TOHOQUA DEVELOPMENT GROUP, LLC**, a Florida limited liability company. He or she ☐ is personally known to me, or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

COUNTERPART SIGNATURE PAGE TO
BILL OF SALE ABSOLUTE AND AGREEMENT

Conveyance from Master Developer to Tohoqua Community Development District

ATTEST:

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

By: _____
Name: _____
Title: _____

WITNESS:

Signed, sealed and delivered in the
presence of:

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day by _____, as the _____ of the Board of Supervisors of the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, and was attested to by _____, as Secretary/Assistant Secretary of the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, both for and on behalf of the District. Said persons are ☐ personally known to me or ☐ have each produced _____ as identification.

(NOTARY SEAL)

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

EXHIBIT "A"

List and Description of Improvements

Amenity Center building, furniture, fixtures and improvements located on Tract H, TOHOQUA – PHASE 1B, according to the plat thereof as recorded in Plat Book 27, Pages 70 to 74, of the Public Records of Osceola County, Florida, including but not limited to the following:

1. Amenity Building Improvements including the following:

- One (1) couch
- Fourteen (14) fabric upholstered chairs
- Four (4) leather stools
- Four (4) leather side chairs
- One (1) refrigerator
- One (1) microwave
- Two (2) small tables
- One (1) coffee table
- Two (2) round tables
- One (1) credenza
- Three (3) desk chairs
- Four (4) guest chairs
- Two (2) desks;

2. Fitness Center Building Improvements including the following:

- One (1) stationary bicycle
- Four (4) treadmills
- Three (3) elliptical trainers
- Six (6) cable machines
- Two (2) weight benches
- One (1) dumbbells set
- One (1) weight machine
- Several weighted exercise balls
- Two (2) large exercise balls;

3. All landscaping, outdoor improvements and security systems; and

4. Pavilion, pool and playground.

OWNER'S AFFIDAVIT

Conveyance from Master Developer to Tohoqua Community Development District

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____
 ("Affiant") as _____ of **TOHOQUA DEVELOPMENT GROUP, LLC**, a
 Florida limited liability company, authorized to do business in Florida, whose address is 4750 The
 Grove Drive, Suite 220, Windermere, Florida 34786 ("Owner"), who being first duly sworn on
 oath says:

1. That Affiant knows of his or her own knowledge that the Owner is the owner in fee simple title in and to certain lands located in Osceola County, Florida, and to the associated public improvements therein, as more particularly described in **Exhibit "A"** attached hereto (collectively the "Property"), and that Affiant is _____ of the Owner, is making this Affidavit in that capacity only and that no recourse shall be made against Affiant individually.

2. That the Property is free and clear of all liens and encumbrances except for those matters set forth as exceptions in the TOHOQUA – PHASE 1B Plat, as recorded in Plat Book 27, Page 70, of the Public Records of Osceola County (the "Plat").

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property might be disputed or questioned, or by reason of which any claim to any part of the Property might be asserted adversely to Owner.

4. That there have been no liens filed against the Property as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property either in the construction or repair of any of the improvements thereon, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property.

7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Tohoqua Creek Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the conveyance of the Property to the District.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property between the effective date of the Plat and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property.

10. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

/SIGNATURE APPEARS ON FOLLOWING PAGE/

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, 2020

Signed, sealed and delivered in our presence:

**TOHOQUA DEVELOPMENT GROUP,
LLC, a Florida limited liability company**

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2020, by _____, as _____ of **TOHOQUA DEVELOPMENT GROUP, LLC**, a Florida limited liability company. He or she [] is personally known to me, or [] produced _____ as identification.

Print Name: _____
Notary Public-State of: _____
County of: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT “A”

Description of Real Property

TRACT H, TOHOQUA – PHASE 1B, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 70 TO 74, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Description of Improvements

Amenity Center building, furniture, fixtures and improvements located on Tract H, TOHOQUA – PHASE 1B, according to the plat thereof as recorded in Plat Book 27, Page 70, Public Records of Osceola County, Florida, including but not limited to the following:

1. Amenity Building Improvements including the following:

- One (1) couch
- Fourteen (14) fabric upholstered chairs
- Four (4) leather stools
- Four (4) leather side chairs
- One (1) refrigerator
- One (1) microwave
- Two (2) small tables
- One (1) coffee table
- Two (2) round tables
- One (1) credenza
- Three (3) desk chairs
- Four (4) guest chairs
- Two (2) desks;

2. Fitness Center Building Improvements including the following:

- One (1) stationary bicycle
- Four (4) treadmills
- Three (3) elliptical trainers
- Six (6) cable machines
- Two (2) weight benches
- One (1) dumbbells set
- One (1) weight machine
- Several weighted exercise balls
- Two (2) large exercise balls;

3. All landscaping, outdoor improvements and security systems; and

4. Pavilion, pool and playground.

AGREEMENT REGARDING TAXES

Conveyance from Master Developer to Tohoqua Community Development District

THIS AGREEMENT REGARDING TAXES ("Agreement") is entered into this _____ day of _____, 2020, by and between **TOHOQUA DEVELOPMENT GROUP, LLC**, a Florida limited liability company, whose address is 4750 The Grove Drive, Suite 220, Windermere, Florida 34786 ("Master Developer"), and the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services - Central Florida, LLC, whose offices are located at 219 East Livingston Street, Orlando, Florida 32801 ("District").

WITNESSETH

WHEREAS, Master Developer is the owner and developer of certain real property and public improvements, including the Amenity Center and all improvements associated with and located on Tract H, as described in **Exhibit "A"** attached hereto and incorporated herein (the "Property"); and

WHEREAS, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, as part of the ongoing development activities within the boundaries of the District, Master Developer has, simultaneously with the execution of this Agreement, conveyed the Property to the District by Special Warranty Deed and Bill of Sale; and

WHEREAS, all or a substantial portion of the real property already owned by the District is either exempt from ad-valorem taxes or have been given a minimal valuation by the Osceola County Property Appraiser because of the District's status as a governmental entity; and

WHEREAS, in conjunction with the conveyance of the Property from Developer to the District, Developer and District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable taxes and assessments on the Improvements.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2019 and all prior years have been paid in full.
3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2019.

4. District shall, within ten (10) days of receipt, forward to the Developer, at their address set forth above and by U.S. mail, any correspondence, notice or bill from the Osceola County Tax Collector relating to the Property for tax year 2020 that the District actually receives in its office.

5. Subsequent to the District's acceptance of the Property, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2020, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

[SIGNATURE PAGE BELOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

WITNESSES:

TOHOQUA DEVELOPMENT GROUP, LLC,
a Florida limited liability company

X _____

Print: _____

X _____

Print: _____

By: _____

Name: _____

Title: _____

ATTEST:

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

X _____

Print: _____

Title: Secretary/Asst. Secretary

By: _____

Print: _____

Title: _____

EXHIBIT "A"

Description of Real Property

TRACT H, TOHOQUA – PHASE 1B, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 70 TO 74, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Description of Improvements

Amenity Center building, furniture, fixtures and improvements located on Tract H, TOHOQUA – PHASE 1B, according to the plat thereof as recorded in Plat Book 27, Page 70, Public Records of Osceola County, Florida, including but not limited to the following:

1. Amenity Building Improvements including the following:

- One (1) couch
- Fourteen (14) fabric upholstered chairs
- Four (4) leather stools
- Four (4) leather side chairs
- One (1) refrigerator
- One (1) microwave
- Two (2) small tables
- One (1) coffee table
- Two (2) round tables
- One (1) credenza
- Three (3) desk chairs
- Four (4) guest chairs
- Two (2) desks;

2. Fitness Center Building Improvements including the following:

- One (1) stationary bicycle
- Four (4) treadmills
- Three (3) elliptical trainers
- Six (6) cable machines
- Two (2) weight benches
- One (1) dumbbells set
- One (1) weight machine
- Several weighted exercise balls
- Two (2) large exercise balls;

3. All landscaping, outdoor improvements and security systems; and

4. Pavilion, pool and playground.

**THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esquire
Latham, Luna, Eden & Beaudine, LLP
111 North Magnolia Ave., Suite 1400
Orlando, Florida 32801

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this ____ day of _____, 2020 by **TOHOQUA DEVELOPMENT GROUP, LLC**, a Florida limited liability company, whose address is 4750 The Grove Drive, Suite 220, Windermere, Florida 34786 (the “Grantor”), to the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “Grantee”).

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the District, all that certain land situate in Osceola County, Florida, more particularly described as follows (the “Property”).

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE.**

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2020 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

“GRANTOR”

**TOHOQUA DEVELOPMENT GROUP,
LLC**, a Florida limited liability company

(Signature)

(Print Name)

By: _____

Name: _____

Title: _____

(Signature)

(Print Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____, as _____ of **TOHOQUA DEVELOPMENT GROUP, LLC**, a Florida limited liability company, on behalf of said entity. Said person is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

Legal Description of the Property

TRACT H, TOHOQUA – PHASE 1B, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 27, PAGES 70 TO 74, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

SECTION VI

**AGREEMENT BY AND BETWEEN THE
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
AND THE DEVELOPER, REGARDING
THE ACQUISITION OF CERTAIN WORK PRODUCT AND INFRASTRUCTURE
FOR SPECIAL ASSESSMENT BONDS, SERIES 2020
(SERIES 2020 PROJECT)**

THIS AGREEMENT BY AND BETWEEN THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT AND THE DEVELOPER, REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT AND INFRASTRUCTURE (the “Acquisition Agreement”) is made and entered into as of _____, 2020 by and between **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT** (the “District”) and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (the “Developer”).

RECITALS

WHEREAS, the District was established by Ordinance No. 2017-57 by the Board of County Commissioners of Osceola County, Florida, adopted on August 14, 2017 (the “Ordinance”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including surface water management systems, water and wastewater facilities, roadways, landscaping, parks, and recreational facilities and uses; and

WHEREAS, the Developer is the developer and and/or owner of certain property located within the District boundaries (the “Developer”) identified in Exhibit “A” (the “Development”), which is attached hereto and incorporated herein (the “Lands”); and

WHEREAS, the District is issuing its \$_____ Tohoqua Community Development District Special Assessment Bonds, Series 2020¹ (the “Series 2020 Bonds”) for (i) the payment of the costs of acquiring and/or constructing a portion of the infrastructure improvements within the Lands, (the “Series 2020 Project”) and described as of the date hereof in the Engineer’s Report for Tohoqua Community Development District dated _____, 2020, attached hereto as Exhibit “B” and incorporated herein (the “Engineer’s Report”); (ii) funding of the Series 2020 Reserve Account; and (iii) the payments of the costs of issuance of the Series 2020 Bonds; and

WHEREAS, the District plans to construct, complete the construction and/or acquire certain public infrastructure improvements within the Series 2020 Project, as more specifically described and identified in the Engineer’s Report; and

WHEREAS, the Developer acknowledges that the Development will benefit from the timely completion and acquisition of the Series 2020 Project; and

¹ If the Series 2020 Bonds are issued in 2021, they will be issued as the “Series 2021 Bonds.”

WHEREAS, the Developer and the District acknowledge that the funds available from the Series 2020 Bonds will not be sufficient to complete the design, construction and/or acquisition of the Series 2020 Project; and

WHEREAS, the Developer has simultaneously entered into a completion agreement with the District and agreed to complete the Series 2020 Project or to provide to the District sufficient funds to allow it to timely complete the Series 2020 Project, as more generally described in Exhibit “C” (the “Improvements”), in an expeditious and timely manner, some of which development requires or includes some of the improvements or items as described herein; and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents contemplated in Exhibit “D” (the “Work Product”) which would allow the timely commencement and completion of construction of the Improvements; and

WHEREAS, the Developer is under contract to create or has created the Work Product for the District and wishes to convey certain elements thereof, as it is completed, to the District; and

WHEREAS, the Developer acknowledges that upon its conveyance, the District will have the right to use and rely upon the Work Product for any and all purposes and further desires to release to the District all of its right, title, and interest in and to the Work Product (except as provided for in this Acquisition Agreement); and

WHEREAS, the District desires to acquire ownership of the completed Work Product as well as the unrestricted right to use and rely upon the Work Product for any and all purposes; and

WHEREAS, in order to allow the District to avoid delay as a result of the lengthy process incident to the sale and closing on the Series 2020 Bonds, the Developer has under contract, under construction, or is obligated to convey to appropriate units of local government as is designated in the Engineer’s Report, certain portions of the Series 2020 Project; and

WHEREAS, the Developer agrees to convey to the District all right, title, and interest in the Improvements to be owned by the District as of the “Acquisition Date” (as hereinafter defined); and

WHEREAS, the District wishes to acquire the Improvements from the Developer as of the Acquisition Date, notwithstanding the District’s inability pay for all or some of the Improvements with the proceeds of the Series 2020 Bonds; and

WHEREAS, in conjunction with the acquisition of the Improvements, the Developer desires to convey, or cause to be conveyed, to the District, interests in certain real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, whether such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District, or required by permits or development plans and agreed to by the Developer (the “Real Property”); and

WHEREAS, the Developer agrees to convey, or cause to be conveyed, any such Real Property to the District and in a form satisfactory to the District and subject to the conditions set forth herein; and

WHEREAS, the Developer shall have the option to contribute additional Real Property and/or Improvements with values in an amount equal to or in excess of the Lands Assessments, and, if such option is elected, the District has agreed to accept such conveyances in lieu of assessments in order to complete the Series 2020 Project, in an expeditious and timely manner (“Conveyances in Lieu of Assessments”); and

WHEREAS, the District and the Developer are entering into this Acquisition Agreement to ensure the timely completion, conveyance and operation of the Series 2020 Project.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Acquisition Agreement.

2. WORK PRODUCT. The District agrees to pay, but only to the extent funds are available for such purpose derived from the proceeds of the Series 2020 Bonds, the actual reasonable cost incurred by the Developer in preparation of the Work Product in accordance with the provisions of this Acquisition Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Acquisition Agreement. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors the total actual amount of cost, which in the District Engineer’s sole opinion is reasonable for the Work Product. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s Trustee. In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third-party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the District’s Trustee. The parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction or operation, as applicable, of the Improvements.

A. The Developer agrees to release and/or to provide a non-exclusive assignment to the District of the right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms,

mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall obtain all releases and/or assignments from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases and/or assignments may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided in a timely manner in the reasonable discretion of the District.

- B. The Developer acknowledges the District's right to use and rely upon the Work Product for any and all purposes.

3. ACQUISITION OF IMPROVEMENTS. The Developer has constructed, is constructing, has under contract or will have under contract to construct and complete, the Improvements. When a portion of the Improvements is complete and is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Any Real Property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 4. The District Engineer, in consultation with counsel, shall determine in writing whether or not the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report and, if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of costs, any unencumbered Series 2020 Bond funds available to pay for the acquisition of such Improvements, although the Developer agrees that such payment is not required for the conveyance(s), if sufficient funds are not available. The Developer agrees, if it elects this option, that either no payments or reimbursements of any kind shall be made by the District for Conveyances in Lieu of Assessments, or payments or reimbursements may be deferred or partially deferred pending availability of unencumbered Series 2020 Bonds funds becoming available.

- A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-built, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired by the District is to be subsequently conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications or documents as may be required by that governmental body, if any.
- B. The District Engineer shall certify as to the actual cost of any Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer.

- C. The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Acquisition Agreement.

4. CONVEYANCE OF REAL PROPERTY.

- A. Conveyance. The Developer agrees that it will convey, or cause to be conveyed by others, to the District at or prior to the Acquisition Date, and as determined solely by the District by a special warranty deed, easement (which may be non-exclusive), or other instrument reasonably acceptable to the District and the Developer together with a metes and bounds or platted legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements, or subsequently required to be conveyed by the District to the Osceola County or any other governmental entity. The parties agree that in no event shall the purchase price for the Real Property exceed the value of an appraisal or similar third-party report (prepared by a qualified appraiser or appraisal company) or other evidence acceptable to the District's bond counsel and District staff, obtained by the Developer or the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of Improvements on the Real Property and other Improvements serving the Property that have been, or will be, funded by the District. If requested and necessary, such special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future Improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the Real Property upon which the Improvements are constructed, including costs, if any, for the further conveyance by the District to Osceola County or any other governmental entity, if applicable. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy in a form satisfactory to the District in an amount equal to the value paid by the District to the Developer for such Real Property (or a title search, if the District determines, in its sole discretion, a title policy is not necessary). In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such Real Property, the Developer shall cure, or cause to be cured, such defects at no expense to the District.

- B. Boundary or Other Adjustments. Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The parties agree that in the event any land transfers made to the District to accommodate such adjustments when result in a net increase in acreage to the District when there are bond proceeds available, the District will pay the lesser of the Developer's cost basis in the land received by the District or fair market value as determined by an independent appraisal. For any land transfers made to the Developer to accommodate such adjustments for which bond proceeds were used to pay for such land, the Developer shall pay the greater of the price paid by the District for such land or the fair market value as determined by an independent appraisal. Notwithstanding the above, if there is no net increase or decrease in the lands to be owned by the District and the Developer as a result of such conveyances, no consideration will be owed by either party provided the swapped lands have the same utility. Further, the parties may request an opinion of the District's bond counsel if some other alternative is proposed for any boundary adjustments and such opinion concludes that such alternative will not adversely affect the tax status of the Series 2020 Bonds. The party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, appraisals, any District bond counsel fee, recording fees or other costs.

5. **COOPERATION AND COMPLETION.** The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Acquisition Agreement on such date or dates as the parties may jointly agree upon (each an "Acquisition Date"), but all must be no later than the end of a reasonable time period for acquisition considering the type of Work Product, Real Property and Improvements to be conveyed, or such other time period required to maintain the tax-exempt status of the Series 2020 Bonds as determined by an opinion of the District's bond counsel.

6. **ENGINEER'S CERTIFICATION.** Before any payments are made by the District to the Developer, or any Improvements, Work Product or Real Property is accepted by the District, in addition to the other requirements provided herein the Developer shall provide to the District a certificate, signed by the District Engineer certifying that the Work Product, Improvements or Real Property are a part of the 2020 Project and that such Work Product, Improvements or Real Property has been prepared, constructed, installed or must be acquired, in conformity with the plans and specifications, the Engineer's Report and all applicable laws related to the preparation, construction, installation or acquisition thereof.

7. **WARRANTY.** For the acquisition of Improvements or Work Product hereunder, the Developer agrees to assign to the District all or any remaining portion of any professionals' or contractors' warranties, contracts or bonds, warranting or guaranteeing that the Improvements or Work Product conveyed against defects or failings in materials, equipment, fitness or construction. Notwithstanding such assignment, the Developer shall cause any such professionals and

contractors to warranty that the Improvements are free from defects in materials, equipment and construction for a period of at least one (1) year from completion thereof.

8. DEFAULT. A default by either party under this Acquisition Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages (except special, consequential or punitive) and/or specific performance.

If the Developer fails to keep, observe or perform any of the agreements, terms, covenants or representations, or otherwise is in default of this Acquisition Agreement, the District shall give written notice to Developer (at the address listed in Section 13 below), and the Developer shall have sixty (60) days to cure such default (which time may be extended by the District in its sole discretion), unless a shorter time to cure is mandated by applicable law or regulation.

9. ENFORCEMENT OF ACQUISITION AGREEMENT. In the event that either party is required to enforce this Acquisition Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other, its reasonable attorneys' fees and costs incurred for trial, alternative dispute resolution, or appellate proceedings.

10. ACQUISITION AGREEMENT. This instrument shall constitute the final and complete expression of this Acquisition Agreement between the District and the Developer relating to the subject matter of this Acquisition Agreement.

11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Acquisition Agreement may be made only by an instrument in writing which is executed by all parties hereto.

12. AUTHORIZATION. The execution of this Acquisition Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

13. NOTICES. All notices, requests, consents and other communications under this Acquisition Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to District: Tohoqua Community Development District
 c/o Governmental Management Services – Central Florida,
 LLC
 219 E. Livingston Street
 Orlando, Florida 32801
 Attention: District Manager
 Telephone: (407) 841-5524
 Email: gflint@gmscfl.com

With a copy to: Latham, Luna, Eden & Beaudine, LLP
 111 North Magnolia Avenue, Suite 1400

Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.
Telephone: (407) 481-5800
Email: jcarpenter@lathamluna.com

If to Developer: Pulte Home Company, LLC
3350 Peachtree Road Northeast, Suite 150
Atlanta, Georgia 30326
Attention: _____
Telephone: _____
Email: _____

With a copy to: _____

Except as otherwise provided in this Acquisition Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Acquisition Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein. Copies of Notices may be sent by e-mail, but such transmission should not constitute delivery under this Acquisition Agreement.

14. ARM'S LENGTH TRANSACTION. This Acquisition Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All parties participated fully in the preparation of this Acquisition Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Acquisition Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

15. THIRD-PARTY BENEFICIARIES. This Acquisition Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Acquisition Agreement. Nothing in this Acquisition Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Acquisition Agreement or any of the provisions or conditions of this Acquisition Agreement; and all of the provisions, representations, covenants, and conditions contained in this Acquisition Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective successors and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any

holders of bonds issued by the District for the purpose of acquiring any Work Product, Real Property, or portion of the Improvements, and the Trustee for the Series 2020 Bonds, on behalf of the owners of the Series 2020 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Acquisition Agreement and shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligation under this Acquisition Agreement.

16. ASSIGNMENT. This Acquisition Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

17. CONTROLLING LAW AND VENUE. This Acquisition Agreement and the provisions contained in this Acquisition Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties hereby acknowledge and agree that, in the event legal action is instituted to enforce this Acquisition Agreement, the Developer consents to and by execution hereof submit to the jurisdiction of any state court sitting in or for Osceola County, Florida.

18. EFFECTIVE DATE. This Acquisition Agreement shall be effective upon its execution by the District and the Developer.

19. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Acquisition Agreement may be public records and will be treated as such in accordance with Florida law.

20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Acquisition Agreement shall not affect the validity or enforceability of the remaining portions of this Acquisition Agreement, or any part of this Acquisition Agreement not held to be invalid or unenforceable.

21. SOVEREIGN IMMUNITY. The Developer agrees that nothing in this Acquisition Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or laws.

22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Acquisition Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Acquisition Agreement.

23. COUNTERPARTS. This Acquisition Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**COUNTERPART SIGNATURE PAGE TO THE AGREEMENT BY AND BETWEEN
THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT AND THE
DEVELOPER, REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT
AND INFRASTRUCTURE**

IN WITNESS WHEREOF, the parties hereto have caused this Acquisition Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

DEVELOPER:

PULTE HOME COMPANY, LLC, a Michigan
limited liability company

By: _____
Name: _____
Title: _____

**COUNTERPART SIGNATURE PAGE TO THE AGREEMENT BY AND BETWEEN
THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT AND THE
DEVELOPER, REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT
AND INFRASTRUCTURE**

IN WITNESS WHEREOF, the parties hereto have caused this Acquisition Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

DISTRICT:

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

By: _____
Print: _____
Title: _____

EXHIBIT “A”

Legal Description

[See following page]

EXHIBIT “B”

Engineer’s Report

[See following page]

EXHIBIT “C”

Improvements to be Acquired

1. Stormwater management facilities (pipes, drainage structures, outfalls) and related earthwork for stormwater pond excavation and dewatering);
2. Roadways, alleys, pavement markings and signage for District roads, and pavement asphalt, base, sub-base stabilization, sidewalks, landscaping, and the secondary drainage system including curb and gutters, inlets and culverts;
3. Potable water, reclaimed water and sanitary sewer systems (lift station, pipes, fittings and valves) and connection fees;
4. Electrical distribution and street lighting;
5. Recreational Facilities and amenities;
6. Landscape, hardscape and irrigation (anticipated to include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, amenity area landscape, pedestrian/multipurpose trails and street trees); and

together with all real property underlying the Improvements.

EXHIBIT “D”

Work Product

All architectural, engineering, landscape design, construction and other professional work product related to the Improvements including but not limited to plans, specifications, designs, drawings, permit applications and permits, surveys, and the like.

SECTION VII

**AGREEMENT BY AND BETWEEN THE
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
AND THE DEVELOPER, REGARDING
THE ACQUISITION OF CERTAIN WORK PRODUCT AND INFRASTRUCTURE
FOR SPECIAL ASSESSMENT BONDS, SERIES 2020
(SERIES 2020 PROJECT)**

THIS AGREEMENT BY AND BETWEEN THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT AND THE DEVELOPER, REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT AND INFRASTRUCTURE (the "Acquisition Agreement") is made and entered into as of _____, 2020 by and between **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT** (the "District") and **LENNAR HOMES, LLC**, a Florida limited liability company (the "Developer").

RECITALS

WHEREAS, the District was established by Ordinance No. 2017-57 by the Board of County Commissioners of Osceola County, Florida, adopted on August 14, 2017 (the "Ordinance"), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including surface water management systems, water and wastewater facilities, roadways, landscaping, parks, and recreational facilities and uses; and

WHEREAS, the Developer is the developer and and/or owner of certain property located within the District boundaries (the "Development") identified in Exhibit "A", which is attached hereto and incorporated herein (the "Lands"); and

WHEREAS, the District is issuing its \$ _____ Tohoqua Community Development District Special Assessment Bonds, Series 2020¹ (the "Series 2020 Bonds") for (i) the payment of the costs of acquiring and/or constructing a portion of the infrastructure improvements within the Lands, (the "Series 2020 Project") and described as of the date hereof in the Engineer's Report for Tohoqua Community Development District dated _____, 2020, attached hereto as Exhibit "B" and incorporated herein (the "Engineer's Report"); (ii) funding of the Series 2020 Reserve Account; and (iii) the payments of the costs of issuance of the Series 2020 Bonds; and

WHEREAS, the District plans to construct, complete the construction and/or acquire certain public infrastructure improvements within the Series 2020 Project, as more specifically described and identified in the Engineer's Report; and

WHEREAS, the Developer acknowledges that the Development will benefit from the timely completion and acquisition of the Series 2020 Project; and

¹ If the Series 2020 Bonds are issued in 2021, they will be issued as the "Series 2021 Bonds."

WHEREAS, the Developer and the District acknowledge that the funds available from the Series 2020 Bonds will not be sufficient to complete the design, construction and/or acquisition of the Series 2020 Project; and

WHEREAS, the Developer has simultaneously entered into a completion agreement with the District and agreed to complete the Series 2020 Project or to provide to the District sufficient funds to allow it to timely complete the Series 2020 Project, as more generally described in Exhibit "C" (the "Improvements"), in an expeditious and timely manner, some of which development requires or includes some of the improvements or items as described herein; and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents contemplated in Exhibit "D" (the "Work Product") which would allow the timely commencement and completion of construction of the Improvements; and

WHEREAS, the Developer is under contract to create or has created the Work Product for the District and wishes to convey certain elements thereof, as it is completed, to the District; and

WHEREAS, the Developer acknowledges that upon its conveyance, the District will have the right to use and rely upon the Work Product for any and all purposes and further desires to release to the District all of its right, title, and interest in and to the Work Product (except as provided for in this Acquisition Agreement); and

WHEREAS, the District desires to acquire ownership of the completed Work Product as well as the unrestricted right to use and rely upon the Work Product for any and all purposes; and

WHEREAS, in order to allow the District to avoid delay as a result of the lengthy process incident to the sale and closing on the Series 2020 Bonds, the Developer has under contract, under construction, or is obligated to convey to appropriate units of local government as is designated in the Engineer's Report, certain portions of the Series 2020 Project; and

WHEREAS, the Developer agrees to convey to the District all right, title, and interest in the Improvements to be owned by the District as of the "Acquisition Date" (as hereinafter defined); and

WHEREAS, the District wishes to acquire the Improvements from the Developer as of the Acquisition Date, notwithstanding the District's inability pay for all or some of the Improvements with the proceeds of the Series 2020 Bonds; and

WHEREAS, in conjunction with the acquisition of the Improvements, the Developer desires to convey, or cause to be conveyed, to the District, interests in certain real property sufficient to allow the District to own, operate, maintain, construct, or install the Improvements, whether such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District, or required by permits or development plans and agreed to by the Developer (the "Real Property"); and

WHEREAS, the Developer agrees to convey, or cause to be conveyed, any such Real Property to the District and in a form satisfactory to the District and subject to the conditions set forth herein; and

WHEREAS, the Developer shall have the option to contribute additional Real Property and/or Improvements with values in an amount equal to or in excess of the Lands Assessments, and, if such option is elected, the District has agreed to accept such conveyances in lieu of assessments in order to complete the Series 2020 Project, in an expeditious and timely manner (“Conveyances in Lieu of Assessments”); and

WHEREAS, the District and the Developer are entering into this Acquisition Agreement to ensure the timely completion, conveyance and operation of the Series 2020 Project.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Acquisition Agreement.

2. WORK PRODUCT. The District agrees to pay, but only to the extent funds are available for such purpose derived from the proceeds of the Series 2020 Bonds, the actual reasonable cost incurred by the Developer in preparation of the Work Product in accordance with the provisions of this Acquisition Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Acquisition Agreement. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors the total actual amount of cost, which in the District Engineer’s sole opinion is reasonable for the Work Product. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s Trustee. In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third-party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third-party engineer shall be set forth in an Engineer’s Affidavit which shall accompany the requisition for the funds from the District’s Trustee. The parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction or operation, as applicable, of the Improvements.

A. The Developer agrees to release and/or to provide a non-exclusive assignment to the District of the right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms,

mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall obtain all releases and/or assignments from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases and/or assignments may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided in a timely manner in the reasonable discretion of the District.

- B. The Developer acknowledges the District's right to use and rely upon the Work Product for any and all purposes.

3. ACQUISITION OF IMPROVEMENTS. The Developer has constructed, is constructing, has under contract or will have under contract to construct and complete, the Improvements. When a portion of the Improvements is complete and is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Any Real Property interests necessary for the functioning of the Improvements to be acquired under this paragraph shall be reviewed and conveyed in accordance with the provisions of Section 4. The District Engineer, in consultation with counsel, shall determine in writing whether or not the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report and, if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of costs, any unencumbered Series 2020 Bond funds available to pay for the acquisition of such Improvements, although the Developer agrees that such payment is not required for the conveyance(s), if sufficient funds are not available. The Developer agrees, if it elects this option, that either no payments or reimbursements of any kind shall be made by the District for Conveyances in Lieu of Assessments, or payments or reimbursements may be deferred or partially deferred pending availability of unencumbered Series 2020 Bonds funds becoming available.

- A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-built, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired by the District is to be subsequently conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications or documents as may be required by that governmental body, if any.
- B. The District Engineer shall certify as to the actual cost of any Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer.

- C. The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Acquisition Agreement.

4. CONVEYANCE OF REAL PROPERTY.

- A. Conveyance. The Developer agrees that it will convey, or cause to be conveyed by others, to the District at or prior to the Acquisition Date, and as determined solely by the District by a special warranty deed, easement (which may be non-exclusive), or other instrument reasonably acceptable to the District and the Developer together with a metes and bounds or platted legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements, or subsequently required to be conveyed by the District to the Osceola County or any other governmental entity. The parties agree that in no event shall the purchase price for the Real Property exceed the value of an appraisal or similar third-party report (prepared by a qualified appraiser or appraisal company) or other evidence acceptable to the District's bond counsel and District staff, obtained by the Developer or the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of Improvements on the Real Property and other Improvements serving the Property that have been, or will be, funded by the District. If requested and necessary, such special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future Improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the Real Property upon which the Improvements are constructed, including costs, if any, for the further conveyance by the District to Osceola County or any other governmental entity, if applicable. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy in a form satisfactory to the District in an amount equal to the value paid by the District to the Developer for such Real Property (or a title search, if the District determines, in its sole discretion, a title policy is not necessary). In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such Real Property, the Developer shall cure, or cause to be cured, such defects at no expense to the District.

- B. Boundary or Other Adjustments. Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The parties agree that in the event any land transfers made to the District to accommodate such adjustments when result in a net increase in acreage to the District when there are bond proceeds available, the District will pay the lesser of the Developer's cost basis in the land received by the District or fair market value as determined by an independent appraisal. For any land transfers made to the Developer to accommodate such adjustments for which bond proceeds were used to pay for such land, the Developer shall pay the greater of the price paid by the District for such land or the fair market value as determined by an independent appraisal. Notwithstanding the above, if there is no net increase or decrease in the lands to be owned by the District and the Developer as a result of such conveyances, no consideration will be owed by either party provided the swapped lands have the same utility. Further, the parties may request an opinion of the District's bond counsel if some other alternative is proposed for any boundary adjustments and such opinion concludes that such alternative will not adversely affect the tax status of the Series 2020 Bonds. The party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, appraisals, any District bond counsel fee, recording fees or other costs.

5. COOPERATION AND COMPLETION. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Acquisition Agreement on such date or dates as the parties may jointly agree upon (each an "Acquisition Date"), but all must be no later than the end of a reasonable time period for acquisition considering the type of Work Product, Real Property and Improvements to be conveyed, or such other time period required to maintain the tax-exempt status of the Series 2020 Bonds as determined by an opinion of the District's bond counsel.

6. ENGINEER'S CERTIFICATION. Before any payments are made by the District to the Developer, or any Improvements, Work Product or Real Property is accepted by the District, in addition to the other requirements provided herein the Developer shall provide to the District a certificate, signed by the District Engineer certifying that the Work Product, Improvements or Real Property are a part of the Series 2020 Project and that such Work Product, Improvements or Real Property has been prepared, constructed, installed or must be acquired, in conformity with the plans and specifications, the Engineer's Report and all applicable laws related to the preparation, construction, installation or acquisition thereof.

7. WARRANTY. For the acquisition of Improvements or Work Product hereunder, the Developer agrees to assign to the District all or any remaining portion of any professionals' or contractors' warranties, contracts or bonds, warranting or guaranteeing that the Improvements or Work Product conveyed against defects or failings in materials, equipment, fitness or construction.

Notwithstanding such assignment, the Developer shall cause any such professionals and contractors to warranty that the Improvements are free from defects in materials, equipment and construction for a period of at least one (1) year from completion thereof.

8. DEFAULT. A default by either party under this Acquisition Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages (except special, consequential or punitive) and/or specific performance.

If the Developer fails to keep, observe or perform any of the agreements, terms, covenants or representations, or otherwise is in default of this Acquisition Agreement, the District shall give written notice to Developer (at the address listed in Section 13 below), and the Developer shall have sixty (60) days to cure such default (which time may be extended by the District in its sole discretion), unless a shorter time to cure is mandated by applicable law or regulation.

9. ENFORCEMENT OF ACQUISITION AGREEMENT. In the event that either party is required to enforce this Acquisition Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other, its reasonable attorneys' fees and costs incurred for trial, alternative dispute resolution, or appellate proceedings.

10. ACQUISITION AGREEMENT. This instrument shall constitute the final and complete expression of this Acquisition Agreement between the District and the Developer relating to the subject matter of this Acquisition Agreement.

11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Acquisition Agreement may be made only by an instrument in writing which is executed by all parties hereto.

12. AUTHORIZATION. The execution of this Acquisition Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

13. NOTICES. All notices, requests, consents and other communications under this Acquisition Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to District:	Tohoqua Community Development District c/o Governmental Management Services – Central Florida, LLC 219 E. Livingston Street Orlando, Florida 32801 Attention: District Manager Telephone: (407) 841-5524 Email: gflint@gmscfl.com
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With a copy to:	Latham, Luna, Eden & Beaudine, LLP
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111 North Magnolia Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.
Telephone: (407) 481-5800
Email: jcarpenter@lathamhuna.com

If to Developer: Lennar Homes, LLC Homes - Orlando
2300 Maitland Center Parkway, Suite 320
Maitland, Florida 32751
Attention: Brock Nicholas, Division President
Telephone: (407) 586-4000
Email: Brock.Nicholas@lennar.com

With a copy to: Lennar Homes, LLC Corporation
700 N.W. 107th Avenue
Miami, FL 33172
Attention: Mark Sustana, Esq. General Counsel
Telephone: (305) 229-6584

Except as otherwise provided in this Acquisition Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Acquisition Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein. Copies of Notices may be sent by e-mail, but such transmission should not constitute delivery under this Acquisition Agreement.

14. ARM'S LENGTH TRANSACTION. This Acquisition Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All parties participated fully in the preparation of this Acquisition Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Acquisition Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

15. THIRD-PARTY BENEFICIARIES. This Acquisition Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Acquisition Agreement. Nothing in this Acquisition Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Acquisition Agreement or any of the provisions or conditions of this Acquisition Agreement; and all of the provisions, representations, covenants, and conditions

contained in this Acquisition Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective successors and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any holders of bonds issued by the District for the purpose of acquiring any Work Product, Real Property, or portion of the Improvements, and the Trustee for the Series 2020 Bonds, on behalf of the owners of the Series 2020 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Acquisition Agreement and shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligation under this Acquisition Agreement.

16. ASSIGNMENT. This Acquisition Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

17. CONTROLLING LAW AND VENUE. This Acquisition Agreement and the provisions contained in this Acquisition Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties hereby acknowledge and agree that, in the event legal action is instituted to enforce this Acquisition Agreement, the Developer consents to and by execution hereof submit to the jurisdiction of any state court sitting in or for Osceola County, Florida.

18. EFFECTIVE DATE. This Acquisition Agreement shall be effective upon its execution by the District and the Developer.

19. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Acquisition Agreement may be public records and will be treated as such in accordance with Florida law.

20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Acquisition Agreement shall not affect the validity or enforceability of the remaining portions of this Acquisition Agreement, or any part of this Acquisition Agreement not held to be invalid or unenforceable.

21. SOVEREIGN IMMUNITY. The Developer agrees that nothing in this Acquisition Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or laws.

22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Acquisition Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Acquisition Agreement.

23. COUNTERPARTS. This Acquisition Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**COUNTERPART SIGNATURE PAGE TO THE AGREEMENT BY AND BETWEEN
THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT AND THE
DEVELOPER, REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT
AND INFRASTRUCTURE**

IN WITNESS WHEREOF, the parties hereto have caused this Acquisition Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

DEVELOPER:

LENNAR HOMES, LLC, a Florida limited liability company

By _____
Brock Nicholas
Vice President

**COUNTERPART SIGNATURE PAGE TO THE AGREEMENT BY AND BETWEEN
THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT AND THE
DEVELOPER, REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT
AND INFRASTRUCTURE**

IN WITNESS WHEREOF, the parties hereto have caused this Acquisition Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first set forth above.

DISTRICT:

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

By: _____
Print: _____
Title: _____

EXHIBIT “A”

Legal Description

[See following page]

EXHIBIT “B”

Engineer’s Report

[See following page]

EXHIBIT “C”

Improvements to be Acquired

1. Stormwater management facilities (pipes, drainage structures, outfalls) and related earthwork for stormwater pond excavation and dewatering);
2. Roadways, alleys, pavement markings and signage for District roads, and pavement asphalt, base, sub-base stabilization, sidewalks, landscaping, and the secondary drainage system including curb and gutters, inlets and culverts;
3. Potable water, reclaimed water and sanitary sewer systems (lift station, pipes, fittings and valves) and connection fees;
4. Electrical distribution and street lighting;
5. Recreational Facilities and amenities;
6. Landscape, hardscape and irrigation (anticipated to include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, amenity area landscape, pedestrian/multipurpose trails and street trees); and

together with all real property underlying the Improvements.

EXHIBIT “D”

Work Product

All architectural, engineering, landscape design, construction and other professional work product related to the Improvements including but not limited to plans, specifications, designs, drawings, permit applications and permits, surveys, and the like.

SECTION VIII

SECTION C

SECTION 1

Tohoqua

Community Development District

Summary of Operating Checks

August 25, 2020 to September 28, 2020

Bank	Date	Check No.'s	Amount
General Fund	8/27/20	186-188	\$ 5,328.05
	9/3/20	189	\$ 1,037.50
	9/18/20	190-192	\$ 8,410.16
	9/28/20	193	\$ 2,426.67
			<hr/> \$ 17,202.38
Payroll	Andre Vidrine	50031	\$ 184.70
	James Dowd	50032	\$ 184.70
	Marcus Hooker	50033	\$ 184.70
			<hr/> \$ 554.10
			<hr/> \$ 17,756.48

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
8/27/20	00014	8/13/20	00235764	202007	320	53800	43000		TOHOQUA BOULEVARD V/ 1700 TOHOQUA BOULEVARD V/ 16501 TOHOQUA BOULEVARD	*	2,407.97	
8/13/20		02357644	202007	320	53800	43100				*	13.75	
8/27/20	00003	7/31/20	02319705	202007	310	51300	48000		KISSIMMEE UTILITY AUTHORITY	*	406.26	2,421.72 000186
7/31/20			NOT OF RULE 07/1/20							*	511.26	
7/31/20			NOT OF PUBLIC H 07/2/20							*	1,068.70	
8/27/20	00012	8/12/20	00054105	202007	320	53800	43200		ORLANDO SENTINEL MEDIA GROUP	*	181.97	1,986.22 000187
8/12/20			1700 BLOCK ODD TOHOQUA B							*	41.21	
8/12/20			1600 BLOCK EVEN BREEZEWOOD							*	478.07	
8/12/20			1800 BLOCK EVEN CROSS PRA							*	218.86	
8/12/20			1740-1756 FULFILLMENT DR							*		
9/03/20	00004	8/19/20	93120	202007	310	51300	31500		ST. CLOUD UTILITIES	*	1,037.50	920.11 000188
9/18/20	00002	8/01/20	108	202008	330	53800	11000		LATHAM, LUNA, EDEN & BEAUDINE, LLP	*	1,500.00	1,037.50 000189
8/01/20			AMENITY MNGT HALF AUG/20							*	625.00	
8/17/20			FACILITY MAIN HALF AUG/20							*	542.89	
8/17/20			ACCESS CARDS							*	19.76	
8/17/20			OPERATING SUPPLIES							*		
9/18/20	00006	8/25/20	17-188(2	202007	310	51300	31100		GOVERNMENTAL MANAGEMENT SERVICES	*	350.00	2,687.65 000190
9/01/20			ENGINEER SERVICES 07/2020							*		
9/18/20	00002	9/01/20	104	202009	310	51300	34000		POULOS & BENNETT, LLC	*	3,004.17	350.00 000191
9/01/20			MANAGEMENT FEES SEPT/2020							*	100.00	
9/01/20			INFORMATION TECH SEPT/20							*		

TQUA TOHOQUA CDD IAGUILAR

AP300R

PAGE 2

RUN 9/29/20

BOOK REGISTER

PAID/COMPUTER

UNITED STATES DEPARTMENT OF THE ARMY
OFFICE OF THE CHIEF OF STAFF
WASHINGTON, D. C. 20315

0 ***
0 ***
0 ***

1/2020 - 09/28

CHECK DATES 08

*, *

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT	#
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9/01/20	104	202009 310-51300-31300	*	416.67
9/01/20	104	DISSEMINATION SEPT/2020	*	12.65
9/01/20	104	202009 310-51300-51000	*	139.80
9/01/20	104	OFFICE SUPPLIES	*	32.55
9/01/20	104	202009 310-51300-42000	*	1,666.67
9/01/20	104	POSTAGE	*	
9/01/20	104	202009 310-51300-42500	*	
9/01/20	105	COPIES	*	
9/01/20	105	202009 320-53800-12000	*	
		FIELD MANAGEMENT SEPT/20		

GOVERNMENTAL MANAGEMENT SERVICES					5,372.51	000192
9/28/20	00014	9/11/20	2357644- 202008 320-53800-43100			
			1700 TOHOQUA BLVD V/L		*	
						2,414.15
		9/11/20	2357644- 202008 320-53800-43000		*	
			16501 TOHOQUA BLVD ENT S			12.52

KISSIMMEE UTILITY AUTHORITY

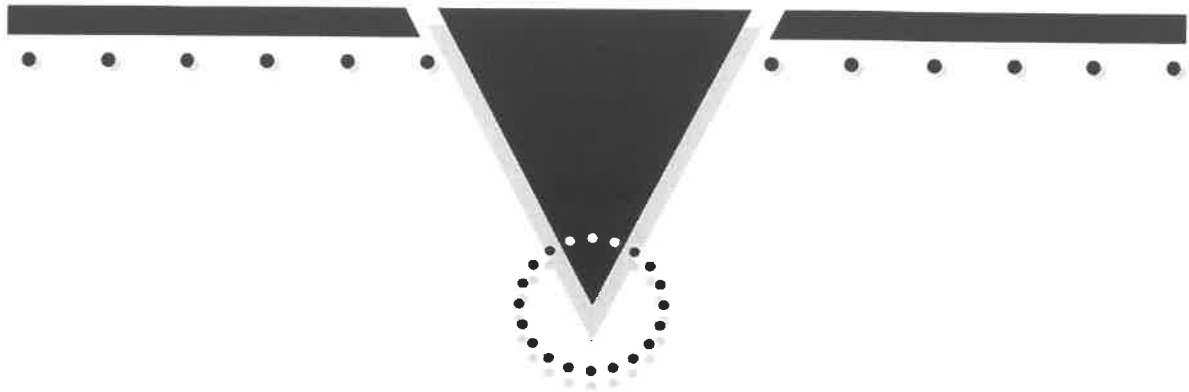
2,426.67 000193

TOTAL FOR BANK A 17,202.38

TOTAL FOR REGISTER 17,202.38

TQVA TOHOOUA CDD IAGUIAR

SECTION 2



TOHOQUA
Community Development District
Unaudited Financial Reporting
August 31, 2020



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Tohoqua
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
August 31, 2020

	General Fund	Debt Service Fund	Capital Projects Fund	Totals
<u>ASSETS:</u>				
CASH	\$112,150	---	---	\$112,150
<u>INVESTMENTS</u>				
SERIES 2018				
RESERVE	---	\$69,039	---	\$69,039
REVENUE	---	\$63,190	---	\$63,190
CONSTRUCTION	---	---	\$13,383	\$13,383
PREPAID EXPENSES	\$1,549	---	---	\$1,549
TOTAL ASSETS	\$113,699	\$132,229	\$13,383	\$259,311
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$7,345	---	---	\$7,345
FICA PAYABLE	\$92	---	---	\$92
DUE TO DEBT SERVICE	\$283	---	---	\$283
<u>FUND EQUITY:</u>				
FUND BALANCES:				
RESTRICTED FOR DEBT SERVICE	---	\$132,229	---	\$132,229
RESTRICTED FOR CAPITAL PROJECTS	---	---	\$13,383	\$13,383
UNASSIGNED	\$105,979	---	---	\$105,979
TOTAL LIABILITIES & FUND EQUITY	\$113,699	\$132,229	\$13,383	\$259,311

Tohoqua

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending August 31, 2020

	AMENDED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$624,018	\$0	\$0	\$0
ASSESSMENTS - TAX COLLECTOR	\$228,349	\$228,349	\$228,671	\$322
ASSESSMENTS - DIRECT (UNPLATTED)	\$107,047	\$107,047	\$107,047	\$0
TOTAL REVENUES	\$959,413	\$335,396	\$335,718	\$322
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISOR FEES	\$9,600	\$8,800	\$2,200	\$6,600
FICA EXPENSE	\$734	\$673	\$168	\$505
ENGINEERING	\$12,000	\$11,000	\$3,911	\$7,089
ATTORNEY	\$25,000	\$22,917	\$10,421	\$12,495
ANNUAL AUDIT	\$3,500	\$3,500	\$3,300	\$200
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
ARBITRAGE	\$600	\$0	\$0	\$0
DISSEMINATION AGENT	\$5,000	\$4,583	\$4,583	(\$0)
TRUSTEE FEES	\$3,717	\$3,717	\$3,717	\$0
MANAGEMENT FEES	\$36,050	\$33,046	\$33,046	(\$0)
INFORMATION TECHNOLOGY	\$2,400	\$2,200	\$1,100	\$1,100
TELEPHONE	\$300	\$275	\$0	\$275
POSTAGE	\$1,000	\$917	\$338	\$579
INSURANCE	\$5,500	\$5,500	\$5,125	\$375
PRINTING & BINDING	\$1,000	\$917	\$232	\$685
LEGAL ADVERTISING	\$3,800	\$3,483	\$3,419	\$65
OTHER CURRENT CHARGES	\$1,000	\$917	\$155	\$762
OFFICE SUPPLIES	\$625	\$573	\$267	\$306
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE EXPENDITURES	\$117,001	\$108,192	\$77,157	\$31,035
<u>OPERATIONS & MAINTENANCE</u>				
<u>CONTRACT SERVICES</u>				
FIELD MANAGEMENT	\$20,000	\$18,333	\$18,333	(\$0)
AMENITIES MANAGEMENT	\$75,000	\$68,750	\$18,260	\$50,490
LANDSCAPE MAINTENANCE	\$350,000	\$320,833	\$97,020	\$223,813
LAKE MAINTENANCE	\$16,200	\$14,850	\$10,150	\$4,700
WETLAND MAINTENANCE	\$5,000	\$4,583	\$0	\$4,583
WETLAND MITIGATION REPORTING	\$6,000	\$5,500	\$0	\$5,500
POOL MAINTENANCE	\$12,500	\$0	\$1,300	(\$1,300)
PEST CONTROL	\$600	\$0	\$65	(\$65)
JANITORIAL SERVICES	\$12,500	\$0	\$0	\$0
SUBTOTAL	\$497,800	\$432,850	\$145,129	\$287,721

Tohoqua

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending August 31, 2020

	AMENDED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
REPAIRS & MAINTENANCE				
LANDSCAPE REPLACEMENT	\$25,000	\$22,917	\$6,720	\$16,197
IRRIGATION REPAIRS	\$2,000	\$1,833	\$0	\$1,833
GENERAL REPAIRS & MAINTENANCE	\$1,000	\$1,000	\$3,375	(\$2,375)
OPERATING SUPPLIES	\$1,000	\$917	\$20	\$897
ROAD & SIDEWALK MAINTENANCE	\$1,500	\$1,375	\$0	\$1,375
SIGNAGE	\$250	\$229	\$201	\$29
WALLS - REPAIR/CLEANING	\$1,500	\$1,375	\$0	\$1,375
FENCING	\$250	\$229	\$0	\$229
SUBTOTAL	\$32,500	\$29,875	\$10,315	\$19,560
UTILITIES				
POOL - ELECTRIC	\$15,000	\$0	\$0	\$0
POOL - WATER	\$600	\$0	\$0	\$0
ELECTRIC	\$10,000	\$9,167	\$2,552	\$6,614
WATER & SEWER	\$57,500	\$52,708	\$12,199	\$40,509
STREETLIGHTS	\$75,000	\$68,750	\$14,843	\$53,907
GAS	\$6,000	\$5,500	\$0	\$5,500
SUBTOTAL	\$164,100	\$136,125	\$29,595	\$106,530
AMENITIES				
PROPERTY INSURANCE	\$20,000	\$20,000	\$1,820	\$18,180
POOL ATTENDANTS	\$12,500	\$0	\$0	\$0
POOL REPAIRS & MAINTENANCE	\$9,000	\$0	\$844	(\$844)
POOL PERMITS	\$750	\$0	\$325	(\$325)
TRASH COLLECTION	\$6,000	\$0	\$0	\$0
TELEPHONE	\$1,250	\$0	\$0	\$0
CABLE/INTERNET	\$3,750	\$0	\$0	\$0
ACCESS CARDS	\$1,250	\$0	\$543	(\$543)
SECURITY/ALARMS/REPAIRS	\$17,500	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$17,500	\$0	\$625	(\$625)
OFFICE SUPPLIES	\$2,500	\$0	\$0	\$0
ACTIVITIES	\$12,500	\$9,191	\$9,191	\$0
TERMITE BOND	\$750	\$0	\$0	\$0
HOLIDAY DÉCOR	\$2,500	\$2,500	\$1,085	\$1,415
SUBTOTAL	\$107,750	\$31,691	\$14,433	\$17,258
OTHER				
CONTINGENCY	\$25,000	\$22,917	\$0	\$22,917
CAPITAL RESERVE	\$15,262	\$0	\$0	\$0
SUBTOTAL	\$40,262	\$22,917	\$0	\$22,917
TOTAL OPERATIONS & MAINTENANCE EXPENDITURES	\$842,412	\$653,458	\$199,472	\$453,986
TOTAL EXPENDITURES	\$959,413	\$761,650	\$276,629	\$485,021
EXCESS REVENUES (EXPENDITURES)	\$0		\$59,088	
FUND BALANCE - Beginning	\$0		\$46,891	
FUND BALANCE - Ending	\$0		\$105,979	

Tohoqua

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL RESERVE FUND

Statement of Revenues & Expenditures

For The Period Ending August 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>REVENUES:</u>				
INTEREST	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
<u>OTHER FINANCING SOURCES:</u>				
TRANSFER IN	\$15,262	\$0	\$0	\$0
TOTAL OTHER FINANCING SOURCES (USES)	\$15,262	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$15,262		\$0	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$15,262		\$0	

Tohoqua

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE

Statement of Revenues & Expenditures

For The Period Ending August 31, 2020

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
ASSESSMENTS - TAX COLLECTOR	\$137,458	\$137,458	\$137,647	\$189
INTEREST	\$0	\$0	\$109	\$109
TOTAL REVENUES	\$137,458	\$137,458	\$137,756	\$298

EXPENDITURES:

Series 2016

INTEREST - 11/01	\$50,593	\$50,593	\$50,593	\$0
PRINCIPAL - 05/01	\$35,000	\$35,000	\$35,000	\$0
INTEREST - 05/01	\$50,593	\$50,593	\$50,593	\$0
TOTAL EXPENDITURES	\$136,185	\$136,185	\$136,185	\$0
EXCESS REVENUES (EXPENDITURES)	\$1,273		\$1,571	
FUND BALANCE - Beginning	\$61,193		\$130,658	
FUND BALANCE - Ending	\$62,466		\$132,229	

Tohoqua

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND

Statement of Revenues & Expenditures

For The Period Ending August 31, 2020

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
INTEREST	\$0	\$0	\$11	\$11
TOTAL REVENUES	\$0	\$0	\$11	\$11

EXPENDITURES:

Series 2016

CAPITAL OUTLAY	\$0	\$0	\$0	\$0
CAPITAL OUTLAY - COSTS OF ISSUANCE	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$11	
FUND BALANCE - Beginning	\$0		\$13,372	
FUND BALANCE - Ending	\$0		\$13,383	

Tohoqua COMMUNITY DEVELOPMENT DISTRICT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENTS - TAX COLLECTOR	\$0	\$0	\$227,416	\$63	\$0	\$1,192	\$0	\$0	\$0	\$0	\$0	\$0	\$228,671
ASSESSMENTS - DIRECT (UNPLATTED)	\$0	\$53,524	\$0	\$0	\$53,524	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$107,047
TOTAL REVENUES	\$0	\$53,524	\$227,416	\$63	\$53,524	\$1,192	\$0	\$0	\$0	\$0	\$0	\$0	\$335,718
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$800	\$0	\$0	\$800	\$600	\$0	\$2,200
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$61	\$0	\$0	\$61	\$46	\$0	\$168
ENGINEERING	\$0	\$0	\$0	\$1,486	\$0	\$100	\$0	\$0	\$1,975	\$350	\$0	\$0	\$3,911
ATTORNEY	\$0	\$77	\$2,466	\$2,293	\$99	\$875	\$245	\$42	\$3,288	\$1,038	\$0	\$0	\$10,421
ANNUAL AUDIT	\$5,000	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,300	\$0	\$0	\$0	\$0	\$5,300
ASSESSMENT ADMINISTRATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION AGENT	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$0	\$4,583
TRUSTEE FEES	\$1,548	\$0	\$0	\$0	\$0	\$2,168	\$0	\$0	\$0	\$0	\$0	\$0	\$3,717
MANAGEMENT FEES	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$3,004	\$0	\$33,046
INFORMATION TECHNOLOGY	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$1,100
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$2	\$1	\$2	\$8	\$13	\$7	\$54	\$63	\$40	\$131	\$11	\$0	\$338
INSURANCE	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
PRINTING & BINDING	\$0	\$0	\$0	\$0	\$0	\$65	\$67	\$0	\$47	\$6	\$46	\$0	\$232
LEGAL ADVERTISING	\$755	\$0	\$0	\$0	\$0	\$0	\$0	\$678	\$0	\$1,986	\$0	\$0	\$3,419
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$130	\$0	\$25	\$0	\$0	\$0	\$0	\$155
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$1	\$0	\$22	\$4	\$2	\$224	\$13	\$0	\$267
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL ADMINISTRATIVE EXPENDITURES	\$16,626	\$3,599	\$5,988	\$7,308	\$3,640	\$5,867	\$6,270	\$5,631	\$8,874	\$8,117	\$4,237	\$0	\$77,157
OPERATIONS & MAINTENANCE													
CONTRACT SERVICES													
FIELD MANAGEMENT	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$0	\$18,333
AMENITIES MANAGEMENT	\$2,793	\$2,793	\$2,793	\$2,793	\$2,793	\$2,793	\$0	\$0	\$0	\$0	\$1,500	\$0	\$18,260
LANDSCAPE MAINTENANCE	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$0	\$97,020
LAKE MAINTENANCE	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$1,015	\$0	\$0	\$10,150
WETLAND MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WETLAND MITIGATION REPORTING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300	\$0	\$1,300
PEST CONTROL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65
JANITORIAL SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL	\$14,295	\$14,295	\$14,295	\$14,295	\$14,295	\$14,295	\$11,502	\$11,502	\$11,502	\$11,567	\$13,287	\$0	\$145,129

Tohoqua COMMUNITY DEVELOPMENT DISTRICT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REPAIRS & MAINTENANCE													
LANDSCAPE REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$6,720	\$0	\$0	\$0	\$0	\$0	\$6,720
IRRIGATION REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL REPAIRS & MAINTENANCE	\$0	\$0	\$285	\$0	\$0	\$3,090	\$0	\$0	\$0	\$0	\$0	\$0	\$3,375
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20	\$0	\$20
ROAD & SIDEWALK MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SIGNAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$201	\$0	\$0	\$0	\$0	\$0	\$201
WALLS - REPAIR/CLEANING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FENCING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL	\$0	\$0	\$285	\$0	\$0	\$3,090	\$6,921	\$0	\$0	\$0	\$20	\$0	\$10,315
UTILITIES													
POOL - ELECTRIC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL - WATER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ELECTRIC	\$13	\$14	\$15	\$14	\$16	\$15	\$15	\$15	\$16	\$2,408	\$13	\$0	\$2,552
WATER & SEWER	\$261	\$1,137	\$1,605	\$632	\$892	\$1,114	\$2,222	\$1,916	\$2,000	\$920	\$0	\$0	\$12,199
STREETLIGHTS	\$1,113	\$1,056	\$1,104	\$1,053	\$1,056	\$973	\$1,812	\$2,120	\$2,129	\$14	\$2,414	\$0	\$16,843
GAS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL	\$1,387	\$2,206	\$2,725	\$1,689	\$1,464	\$2,101	\$4,049	\$4,052	\$4,145	\$3,342	\$2,427	\$0	\$29,595
AMENITIES													
PROPERTY INSURANCE	\$1,820	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,820
POOL ATTENDANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POOL REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$844	\$0	\$844
POOL PERMITS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$325	\$0	\$325
TRASH COLLECTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CABLE/INTERNET	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACCESS CARDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$543	\$0	\$543
SECURITY/ALARMS/REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$625	\$0	\$625
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ACTIVITIES	\$0	\$0	\$0	\$0	\$1,290	\$6,885	\$0	\$0	\$1,016	\$0	\$0	\$0	\$9,191
TERMITTE BOND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HOLIDAY DECOR	\$0	\$0	\$1,085	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,085
SUBTOTAL	\$1,820	\$0	\$1,085	\$0	\$1,290	\$6,885	\$0	\$0	\$1,016	\$0	\$2,337	\$0	\$14,433
OTHER													
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATIONS & MAINTENANCE EXPENDITURES	\$35,004	\$33,003	\$18,390	\$15,994	\$17,049	\$26,371	\$22,471	\$15,553	\$16,663	\$14,909	\$18,070	\$0	\$199,472
TOTAL EXPENDITURES	\$51,650	\$36,602	\$24,379	\$23,302	\$20,088	\$33,238	\$28,741	\$21,184	\$25,536	\$23,026	\$22,306	\$0	\$276,629
EXCESS REVENUES (EXPENDITURES)	(\$51,630)	\$16,922	\$203,037	(\$23,239)	\$32,835	(\$32,046)	(\$28,741)	(\$21,184)	(\$25,536)	(\$23,026)	(\$22,306)	\$0	\$59,088

TOHOQUA
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT

SERIES 2018, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	4.7%,4.8%	
MATURITY DATE:	5/1/2048	
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$69,039	
RESERVE FUND BALANCE	\$69,039	
BONDS OUTSTANDING - 02/08/18		\$2,165,000
LESS: PRINCIPAL PAYMENT - 05/01/19		(\$35,000)
LESS: PRINCIPAL PAYMENT - 05/01/20		(\$35,000)
CURRENT BONDS OUTSTANDING		\$2,095,000

Tohoqua
COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2018

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2018				
3/16/18	1	Tohoqua Development Group, LLC	Reimburse Developer for Construction Costs related to Tohoqua Phase 1A-1 & 1A-2	\$ 1,799,045.21
TOTAL				\$ 1,799,045.21
Fiscal Year 2018				
3/1/18		Interest		\$ 206.99
4/1/18		Interest		\$ 147.87
5/1/18		Interest		\$ 0.03
6/1/18		Interest		\$ 0.03
7/1/18		Interest		\$ 0.03
7/9/18		Transfer from Cost of Issuance		\$ 12,937.11
8/1/18		Interest		\$ 2.48
9/1/18		Interest		\$ 3.33
TOTAL				\$ 13,297.87
Project (Construction) Fund at 02/08/18				\$ 1,798,838.22
Interest Earned thru 09/30/18				\$ 13,297.87
Requisitions Paid thru 09/30/18				\$ (1,799,045.21)
Remaining Project (Construction) Fund				\$ 13,090.88

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2019				
TOTAL				\$ -
Fiscal Year 2019				
10/1/18		Interest		\$ 3.23
11/1/18		Interest		\$ 3.34
11/6/18		Transfer from Capital Interest		\$ 242.63
12/1/18		Interest		\$ 3.28
1/1/19		Interest		\$ 3.40
2/1/19		Interest		\$ 3.40
3/1/19		Interest		\$ 3.07
4/1/19		Interest		\$ 3.40
5/1/19		Interest		\$ 3.29
6/1/19		Interest		\$ 3.40
7/1/19		Interest		\$ 3.29
8/1/19		Interest		\$ 2.84
9/1/19		Interest		\$ 2.27
TOTAL				\$ 280.84
Project (Construction) Fund at 09/30/18				\$ 13,090.88
Interest Earned thru 09/30/19				\$ 280.84
Requisitions Paid thru 09/30/19				\$ -
Remaining Project (Construction) Fund				\$ 13,371.72

Tohoqua
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Revenue Bonds, Series 2018

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2020				
TOTAL				\$ -
Fiscal Year 2020				
10/1/19		Interest		\$ 1.98
11/1/19		Interest		\$ 1.70
12/1/19		Interest		\$ 1.65
1/1/20		Interest		\$ 1.70
2/1/20		Interest		\$ 1.70
3/1/20		Interest		\$ 1.41
4/1/20		Interest		\$ 0.63
5/1/20		Interest		\$ 0.11
6/1/20		Interest		\$ 0.11
7/1/20		Interest		\$ 0.07
8/1/20		Interest		\$ 0.06
TOTAL				\$ 11.12
Project (Construction) Fund at 09/30/19				\$ 13,371.72
Interest Earned thru 08/31/20				\$ 11.12
Requisitions Paid thru 08/31/20				\$ -
Remaining Project (Construction) Fund				<u>\$ 13,382.84</u>

TOHOQUA

Gross Assessments	\$242,926.00	\$146,228.39	\$389,154.39
Net Assessments	\$228,350.44	\$137,454.69	\$365,805.13

100%	Gross Percent Collected
\$0.00	Balance Remaining to Collect

Tohoqua Development Group LLC

SECTION 3

TOHOQUA



TOHOQUA RESIDENTS CLUB

MONTHLY REPORT

OCTOBER 1, 2020

September 2020

RESIDENTS CLUB

SUCCESS!

The Tohoqua Residents Club opened on Friday, September 18, 2020.

We had many happy residents visit the residents club opening weekend. Larissa and I issued access cards and a welcome package for each resident. We also sat with each family to provide an orientation of the facilities explaining the information contained within their packets.

Below is a summary of the access cards issued on opening weekend, usage report and total cards issued to date.

Friday, September 18 - 37 cards were issued.

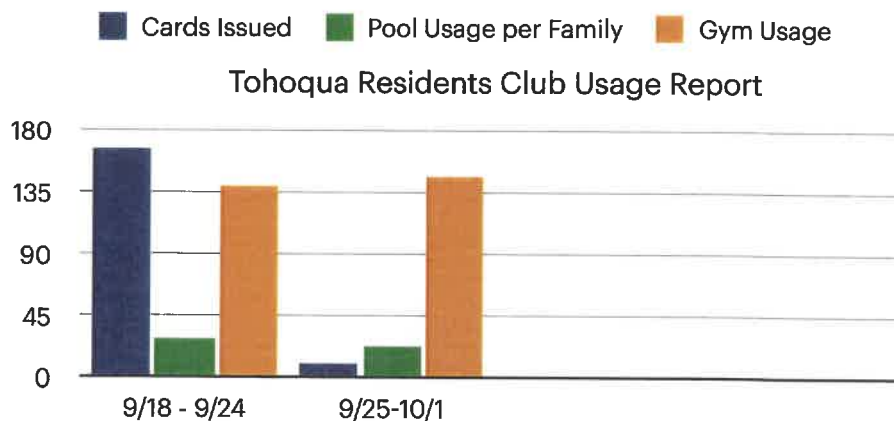
Saturday, September 19 - 49 cards were issued.

Sunday, September 20 - 49 cards were issued.



**Total Access Cards
Issued: 228***

*total includes staff and vendors



SEPTEMBER REPORT



First users of the pool!



FACILITY REPORT:

- The facilities are up and running smoothly.
- The polygon structures are currently being installed.
- The dumpster enclosure was completed.

RESIDENT REQUESTS/CONCERNS:

- **Gym:**
 - Gym hours extended to regular schedule as outlined in amenity facility policy (4:30am - 11:00pm)
 - Kids area in the gym
- **Pool:**
 - Pool umbrellas
 - Additional trash cans for inside the pool gates (All trash cans are currently located on the exterior of the fence. There is only one trash can on the interior of the gate.)
- **Playground:**
 - Benches or other sitting area by the playground on Cross Prairie for parents to sit and watch their children play
 - Shade structures over playgrounds
- **Clubhouse:**
 - Bike Racks at the amenity center
 - Lights along walkway around the amenity center