



**SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT**

Advanced Meeting Package

*Regular Meeting
with Amended Amenity Policy/Rules
& Budget/Assessment Public Hearings*

Date/Time:

Friday

August 4, 2023

10:00 a.m.

Location:

Solterra Resort Amenity Center

5200 Solterra Blvd.,

Davenport, FL 33837

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Solterra Resort Community Development District

c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Solterra Resort Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Solterra Resort Community Development District with Public Hearings on Amended Amenity Policies/Rules, FY2024 Budget, and FY2024 Assessments is scheduled for **Friday, August 4, 2023 at 10:00 a.m.** at **Solterra Resort Amenity Center – 5200 Solterra Blvd., Davenport, FL 33837.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 or kdarin@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

Kyle T. Darin

Kyle T. Darin
District Manager

Cc: Attorney
Engineer
District Records

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Friday, August 4, 2023

Time: 10:00 a.m.

Location: Solterra Resort Amenity Center
5200 Solterra Boulevard
Davenport, Florida 33837

[Join via Computer or Mobile App](#)

Dial-in Number: 1-904-348-0776

Phone Conference ID: 862 156 243#

(Mute/Unmute: *6)

Agenda

The full draft agenda packet will be posted to the CDD website under [Meeting Documents](#) when it becomes available, or it may be requested no earlier than 7 days prior to the meeting date by emailing sconley@vestapropertyservices.com

I. Roll Call

II. Audience Comments – Agenda Items and New Business

Public Conduct Notice:

- Members of the public are provided the opportunity for public comment at specific times during the meeting.
- Each member of the public is limited to three (3) minutes, at the discretion of the Presiding Officer, which may be shortened depending on the number of speakers.
- Speakers shall refrain from disorderly conduct, including launching personal attacks.
- The Presiding Officer and District Manager shall have the discretion to remove any speaker that disregards the District's public decorum policies.
- Public comments are not a Q&A session; Board Supervisors and District staff are not expected to respond to questions during the public comment period.

III. Bond Series 2013 Refinancing – FMS Bonds

- | | | |
|----|---|---------------------------|
| A. | Consideration and Acceptance of FMS Bonds Agreement for Placement Agent Services and G-17 Disclosure | Exhibit 1 |
| B. | Consideration and Adoption of Resolution 2023-12, Delegated Award Resolution | Exhibit 2 |
| | <ul style="list-style-type: none"> • Exhibit A – Trust Indenture • Exhibit B – Escrow Deposit Agreement | |
| C. | Consideration and Acceptance of Series 2023 Bonds Supplemental Special Assessment Methodology Report, Dated August 4, 2023 | Exhibit 3 |
| D. | Consideration and Adoption of Resolution 2023-13, Authorizing Refinancing of Series 2013 Bonds | Exhibit 4 |

IV. Amended Amenity Policy and Rules Adoption

- . **Amended Amenity Policy and Rules Public Hearing**
 1. Open Public Hearing
 2. Presentation of Amended Amenity Policy and Rules [Exhibit 5](#)
 3. Public Comments (*See Public Conduct Notice Above*)
 4. Close Public Hearing
- B. Consideration and Adoption of **Resolution 2023-14, Adopting Amended Amenity Policy and Rules** [Exhibit 6](#)

V. FY 2023-2024 Budget Adoption

- . **FY 2023-2024 Budget Public Hearing**
 1. Open Public Hearing
 2. Presentation of FY 2023-2024 Budget [Exhibit 7](#)
 3. Public Comments (*See Public Conduct Notice Above*)
 4. Close Public Hearing
- B. Consideration and Adoption of **Resolution 2023-15, Adopting FY 2023-2024 Budget** [Exhibit 8](#)
- . **FY 2023-2024 Assessment Public Hearing**
 1. Open Public Hearing
 2. Presentation of FY 2023-2024 Assessment Allocation [Exhibit 9](#)
 3. Public Comments (*See Public Conduct Notice Above*)
 4. Close Public Hearing
- D. Consideration and Adoption of **Resolution 2023-16, Providing for the Collection and Enforcement of Special Assessments for FY 2023-2024** [Exhibit 10](#)

VI. Business Items

- . Vendor Reports
 1. Aquatic Maintenance – *Steadfast Environmental* [Exhibit 11](#)
 2. Landscape Maintenance – *Dana Bryant, Yellowstone Landscape*
 3. HOA Management – *Evergreen Lifestyles Management*

VI. Business Items (Continued)

- . Vendor Reports (Continued)
- 4. Amenity Manager – *Jayme Biggs, Vesta Property Services* [Exhibit 12](#)
 - a. Consideration of Holiday Lighting Proposals [Exhibit 13](#)
 - i. Captain Carnival – Previously Presented
 - ii. Christmas Lighting Company – Revised
 - iii. Nightscape Illumination
 - iv. TPG Lighting
 - b. Consideration of Spies Pool Filter Tank Wall and Autofill Repair Proposal - \$1,325.00 [Exhibit 14](#)
 - c. Consideration of Pressure Washing Proposals [Exhibit 15](#)
 - i. Blue Nova Pressure Washing - Wash and Seal Pool and Lazy River Deck, Softwash Playground - \$31,430.00
 - ii. Buddys Pressure Washing and Roof Cleaning – Softwash and Sand Seal Pool and Lazy River Decks, Rinse Pool Furniture, Wash and Treat Playground - \$16,050.00
 - iii. The Pressure Guys – Pressure Wash and Mold Post-Treatment of Pool Deck and Softwash Playground Equipment - \$3,153.00
 - iv. Unashamed Pressure Washing – Clean and Sand Seal Pool and Lazy River Decks - \$24,877.50
 - v. Unashamed Pressure Washing – Softwash and Treat Playground Equipment - \$300.00
 - d. Consideration of HVAC Maintenance Service Proposals [Exhibit 16](#)
 - i. Pro-Tech
 - ii. Westbrook
 - e. Lifestyle Events Schedule Update [Exhibit 17](#)

VII. Consent Agenda

- . Consideration and Approval of the Minutes of the Board of Supervisors Regular Meeting Held July 7, 2023 [Exhibit 18](#)
- B. Consideration and Acceptance of the June 2023 Unaudited Financial Report [Exhibit 19](#)
- . Consideration and Ratification of Approved Proposals [Exhibit 20](#)
 - 1. Spies Pool Ladder Step Repair - \$325.00
 - 2. Spies Pool Recirculation Pump Replacement - \$1,445.00

VIII. Staff Reports

A. District Counsel – *Meredith Hammock, Kilinski Van Wyk*

1. Update on Shared Office Space Agreement

Exhibit 21

B. District Engineer – *Tonja Stewart, Stantec*

C. District Manager – *Kyle Darin, Vesta District Services*

1. Update for Discussion on Café Lease Agreement

2. Update for Discussion on Towing and Parking

IX. Supervisor Requests (*Includes Next Meeting Agenda Item Requests*)

X. Action Items Summary

XI. Next Meeting Quorum Check

Friday, September 1, 2023 at 10:00 a.m.

Solterra Resort Amenity Center

5200 Solterra Blvd., Davenport, FL 33837

XII. Adjournment

EXHIBIT 1



fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

July 11, 2023

Solterra Resort Community Development District
c/o Vesta District Services
250 International Parkway, Suite # 208
Lake Mary, Florida 32746
Attn: Mr. Kyle Darin

Re: Agreement for Placement Agent Services and G-17 Disclosure

Dear Mr. Darin:

Thank you for the opportunity to work with the Solterra Resort Community Development District (the "Issuer") regarding the Special Assessment Bonds, Series 2023 with a bank loan to close in calendar year 2023. The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as Placement Agent, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Placement Agent within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the Issuer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your Placement Agent. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to placement agents and Placement Agents of Municipal Securities (effective March 31, 2021).



ATTACHMENT I

Section 1 Scope of Services of FMS: FMS proposes that its duties as Placement Agent shall be limited to the following:

1. To arrange a loan for the Issuer to refinance its Bonds;

Section 2 Terms and Conditions:

1. Placement Agent Fee (“Placement Agent Fee”). FMS shall act as sole Placement Agent. The fee to FMS for acting as Placement Agent shall be 1.5%. The Placement Agent Fee shall be due and payable only upon the closing of the loan. The Placement Agent fee may be modified pursuant to a delegation or award resolution approved by the Board and consented to by the Placement Agent.
2. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the placement, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the placement agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
3. No Financial Advisor. FMS’s role is limited to that of a Placement Agent and not a Financial Advisor or Municipal Advisor

[Remainder of Page Intentionally Left Blank]

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer has engaged FMS to serve as Placement Agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as Placement Agent, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. We may also have provided such advice as part of the process of seeking to be selected to serve as your Placement Agent. Any such advice was provided by FMS as a Placement Agent and not as your financial advisor in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a Placement Agent to deal fairly at all times with both municipal issuers and investors.
- The Placement Agent's primary role is to place the Bonds in an arm's-length commercial transaction with the Issuer and the investor. As such, the Placement Agent has financial and other interests that differ from those of the Issuer and the investor.
- Unlike a municipal advisor, the Placement Agent does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- The Placement Agent has a duty to place the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to place the Bonds to investors at prices that are fair and reasonable.

The Placement Agent will be compensated by a fee and/or a fee that will be set forth in the final pricing terms. Payment or receipt of the Placement Agent Fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since a Placement Agent may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by FMS.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a bond placement agreement or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in the transaction contemplated herein remains subject to, among other things, the execution of a bond placement agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMS is acting independently in seeking to act as a Placement Agent in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other placement agents in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to FMS. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. Depending on the final structure of the transaction that the Issuer and FMS decide to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the placement of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

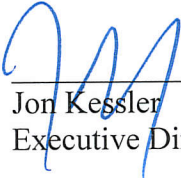
By: 
Name: Jon Kessler
Title: Executive Director

EXHIBIT 2



RESOLUTION NO. 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF \$4,527,000 SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT (POLK COUNTY, FLORIDA) SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023 (THE “BONDS”) FOR THE PURPOSES, TOGETHER WITH OTHER LEGALLY AVAILABLE FUNDS OF THE DISTRICT, OF (I) DEFEASING AND REFUNDING, ON A CURRENT BASIS, ALL OF THE DISTRICT’S OUTSTANDING SPECIAL ASSESSMENT BONDS, SERIES 2013 (THE “REFUNDED BONDS”), (II) MAKING A DEPOSIT INTO THE INTEREST ACCOUNT, AND (III) PAYING CERTAIN COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE WITH U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT WITH U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS ESCROW AGENT FOR THE REFUNDED BONDS; DETERMINING THE NEED FOR A NEGOTIATED SALE OF THE BONDS; PROVIDING FOR A DIRECT PLACEMENT SALE OF THE BONDS TO SOUTHSTATE BANK, N.A.; PROVIDING FOR THE APPLICATION OF BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS AND THE REFUNDING OF THE REFUNDED BONDS; MAKING CERTAIN DECLARATIONS; DESIGNATING THE BONDS AS “QUALIFIED TAX-EXEMPT OBLIGATIONS” WITHIN THE MEANING OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solterra Resort Community Development District (“District” or “Issuer”) 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 Ordinance No. 04-41 enacted by the Board of County Commissioners of Polk County, Florida (the “County”), on July 14, 2004, as amended by Ordinance No. 13-030 enacted by the Board of County Commissioners of Polk County, Florida, on July 9, 2013, which changed the name of the District from “Oakmont Grove Community Development District” to “Solterra Community Development District,” for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the premises currently governed by the District consist of approximately 637 acres of land (the “District Lands”) located entirely within the unincorporated area of the County; and

WHEREAS, the Issuer has been created for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the public



infrastructure, as well as community development services and facilities within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the District has heretofore undertaken, in one or more stages, the planning, financing, acquisition, construction, reconstruction, equipping and installation of certain public infrastructure including, but not limited to, roadways, stormwater management, utilities, landscaping, irrigation and entry feature, conservation and mitigation and street lighting pursuant to the Act for the special benefit of the District Lands (the “Project”); and

WHEREAS, pursuant to a Master Indenture dated as of March 1, 2007 (the “Master Indenture”) and a First Supplemental Trust Indenture dated as of March 1, 2007, the Issuer issued \$7,095,000 aggregate principal amount of Oakmont Grove Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2007A and \$7,095,000 aggregate principal amount of Oakmont Grove Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2007B (collectively, the “Series 2007 Bonds”) to provide funds for the payment of the costs of a portion of the Project, none of which Series 2007 Bonds remain outstanding; and

WHEREAS, pursuant to the Master Indenture and a Second Supplemental Trust Indenture dated as of April 1, 2013 (collectively, the “Series 2013 Indenture”), the Issuer issued its \$5,420,000 aggregate principal amount of Oakmont Grove Community Development District (Polk County, Florida), Taxable Special Assessment Bonds, Series 2013 (the “Series 2013 Bonds”), for the purpose of financing the clubhouse and amenity center, street lighting and electric improvements, landscaping, irrigation and entry feature and conservation and mitigation; and

WHEREAS, pursuant to the Master Indenture and a Third Supplemental Trust Indenture dated as of December 1, 2014 (the “Third Supplemental Indenture”), the Issuer issued its \$3,830,000 aggregate principal amount of Solterra Resort Community Development District (Polk County, Florida), Special Assessment Bonds, Series 2014, to provide funds for the payment of a portion of the costs of the 2014 Project (as defined in the Third Supplemental Indenture), \$3,265,000 of which remain outstanding; and

WHEREAS, pursuant to the Master Indenture and a Fourth Supplemental Trust Indenture dated as of October 1, 2018 (the “Fourth Supplemental Indenture”), the Issuer issued its \$9,420,000 aggregate principal amount of Solterra Resort Community Development District (Polk County, Florida), Special Assessment Bonds, Series 2018, to provide funds for the payment of a portion of the costs of the 2018 Project (as defined in the Fourth Supplemental Indenture), \$8,675,000 of which remain outstanding; and

WHEREAS, the Series 2013 Bonds are currently outstanding in the aggregate principal amount of \$4,745,000 (the “Refunded Bonds”); and

WHEREAS, on July 7, 2023, the District approved a proposal from SouthState Bank, N.A. (the “Lender”), dated June 30, 2023 (the “Proposal”) for the current refunding of the Refunded Bonds through the purchase, in a private placement sale, of not exceeding \$4,600,000 of refunding bonds submitted through FMSbonds, Inc. (the “Placement Agent”); and



WHEREAS, the Board of Supervisors of the Solterra Resort Community Development District, as the governing body of the District (herein, the “Board”) hereby determines that it would be in the best interest of the residents of the District to refund the outstanding Refunded Bonds and discharge the lien of the Series 2013 Indenture by the issuance of Solterra Resort Community Development District (Polk County, Florida) Special Assessment Refunding Bonds, Series 2023 in the principal amount of \$4,527,000 (herein, the “Bonds”) and by application of certain legally available moneys under the Series 2013 Indenture; and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Bonds and submitted to the Board forms of:

- (i) a Trust Indenture between U.S. Bank Trust Company, National Association, as trustee (the “Trustee”) and the District substantially in the form attached hereto as **Exhibit A** (the “Indenture”); and
- (ii) an Escrow Deposit Agreement by and between the District and U.S. Bank Trust Company, National Association, as escrow agent for the Refunded Bonds (the “Escrow Agent”), attached hereto as **Exhibit B** (the “Escrow Deposit Agreement”); and

WHEREAS, the District does not intend to issue more than \$10,000,000 of tax-exempt debt in calendar year 2023 and, therefore, the Board hereby designates the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended; and

NOW, THEREFORE, BE IT RESOLVED by the Board, as follows:

Section 1. **Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

Section 2. **Indenture.** The Board does hereby approve and authorize the execution and delivery of the Indenture by the Chair or any other member of the Board in substantially the form thereof attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Chair or Board member executing the same upon the advice of counsel to the District and the District’s Bond Counsel, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of Indenture attached hereto. The Secretary of the Board or any Assistant Secretary is authorized to affix the seal of the District to the Indenture and attest to the signature of the Chair or other Board member executing the Indenture. The Indenture, when executed and delivered by the Trustee, shall constitute the legal, valid, binding obligation of the District, enforceable in accordance with its terms.

Section 3. **Negotiated Sale.** The Board hereby finds that the complex nature of assessment bond financings, the favorable terms of the Proposal, the restrictions under the Code with respect to the current refunding of bonds such as the Series 2013 Bonds and the volatile conditions prevailing in the market for tax-exempt special assessment bonds makes it necessary and in the best interest of the District that the Bonds be privately placed on a negotiated basis to the Lender pursuant to the terms of the Proposal and the efforts of FMSbonds, Inc. acting as placement agent for the



District. The District hereby further finds that it will not be adversely affected if the Bonds are not sold pursuant to a competitive sale.

Section 4. **Sale of the Bonds.** The sale of the Bonds to the Lender upon the terms and conditions set forth in the Proposal in a principal amount of \$4,527,000, which does not exceed the amount set forth in the Proposal, is hereby approved. The Board finds that the net present value debt service savings to be generated by the refunding of the Refunded Bonds from proceeds of the Bonds and other legally available moneys of the District shall be approximately 12.14% per annum. The Placement Agent shall be paid a placement fee equal to 1.50% of the principal amount of the Bonds, the payment of which fee from the proceeds of the Bonds is hereby approved.

Section 5. **Purpose and Authorization.** The Board hereby authorizes the payment of the Refunded Bonds in the manner provided in the Escrow Deposit Agreement with a portion of the proceeds of the Bonds and other legally available moneys of the District relating to the Refunded Bonds.

Section 6. **Details of the Bonds.** The proceeds of the Bonds shall be applied in accordance with the provisions of the Indenture. The Bonds shall mature in the year(s) and in the amount(s), bear interest at such rate(s), and be subject to redemption, all as provided in the Indenture. The execution of the Indenture shall constitute approval of such terms as set forth in this Section 6.

Section 7. **Escrow Deposit Agreement.** The form of Escrow Deposit Agreement, attached hereto as **Exhibit B**, between the District and the Escrow Agent, in substantially the form submitted to this meeting, is hereby approved, subject to and with such changes therein as shall be approved by the Chair of the Board (or in her absence, any other member of the Board), such approval to be evidenced conclusively by the execution of said Escrow Deposit Agreement. Either the Chair of the Board or any other member of the Board is hereby authorized and directed on behalf of the District to execute and deliver said Escrow Deposit Agreement. The Secretary of the Board is hereby authorized on behalf of the District to attest, and impress the seal of the District on, said Escrow Deposit Agreement, if necessary. Said officers and all other officers of the District are hereby authorized and directed to carry out or cause to be carried out all obligations of the District under said Escrow Deposit Agreement.

Section 8. **Bank Qualified Bonds.** The Bonds are hereby designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code.

Section 9. **Authorization and Ratification of Prior and Subsequent Acts.** All of the acts and doings taken by or on behalf of District in connection with the issuance of the Bonds and the defeasance and refunding of the Refunded Bonds including the execution of the Proposal by the members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby authorized, ratified and confirmed.

Section 10. **Appointment of Trustee and Escrow Agent.** U.S. Bank Trust Company, National Association, is hereby appointed Trustee, Paying Agent and Registrar for the Bonds under the Indenture, and Escrow Agent for the Refunded Bonds under the Escrow Deposit Agreement.



Section 11. **Further Official Action.** The Chair, the Secretary and each member of the Board and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chair or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Board hereby authorizes and directs the Escrow Agent to call the Refunded Bonds for redemption on or about November 1, 2023, other than the Refunded Bonds otherwise scheduled to mature on such date.

Section 12. **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.

Section 13. **Inconsistent Proceedings.** All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 14. **Public Meetings.** It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 15. **Effective Date.** This Resolution shall take effect immediately upon the adoption hereof.



PASSED in public session of the Board of Supervisors of Solterra Resort Community Development District, this 4th day of August, 2023.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Kyle Darin
Secretary, Board of Supervisors

By: _____
Karan Wienker
Chair, Board of Supervisors



EXHIBIT A
FORM OF TRUST INDENTURE



EXHIBIT B

FORM OF ESCROW DEPOSIT AGREEMENT



TRUST INDENTURE

between

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

As Trustee

Dated as of August 1, 2023

relating to

\$4,527,000

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
(POLK COUNTY, FLORIDA)**

SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023



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THIS TRUST INDENTURE, dated as of August 1, 2023 (this “Indenture”), by and between SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT (together with its permitted successors and assigns, the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States and having a corporate trust office in Orlando, Florida (said banking corporation and any other bank or trust company becoming successor trustee under this Indenture being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Solterra Resort Community Development District (“District” or “Issuer”) 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 Ordinance No. 04-41 enacted by the Board of County Commissioners (the “County Commission”) of Polk County, Florida (the “County”), on July 14, 2004, as amended by Ordinance No. 13-030 enacted by the County Commission, on July 9, 2013, which changed the name of the District from “Oakmont Grove Community Development District” to “Solterra Community Development District,” for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

WHEREAS, the premises governed by the Issuer (as further described in Exhibit A hereto, the “District Lands” or “District”) consist of approximately 637 acres of land located entirely within the unincorporated area of the County; and

WHEREAS, the Issuer has previously determined to undertake, in one or more stages, the planning, financing, acquisition, construction, reconstruction, equipping and installation of certain public infrastructure including, but not limited to, roadways, stormwater management, utilities, landscaping, irrigation and entry feature, conservation and mitigation and street lighting pursuant to the Act for the special benefit of the District Lands; and

WHEREAS, pursuant to a Master Indenture dated as of March 1, 2007 (the “Master Indenture”) and a First Supplemental Trust Indenture dated as of March 1, 2007, the Issuer issued \$7,095,000 aggregate principal amount of Oakmont Grove Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2007A and \$7,095,000 aggregate principal amount of Oakmont Grove Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2007B, none of which remain outstanding; and

WHEREAS, pursuant to Resolution No. 2013-5, adopted by the Issuer on November 15, 2013, as supplemented and amended by Resolution No. 2013-9, adopted by the Issuer on February 21, 2013, and as supplemented by Resolution 2013-12 adopted on March 21, 2013, and the Master Indenture as supplemented by that certain Second Supplemental Trust Indenture dated as of April 1, 2013 (collectively, the “Prior Indenture”) by and between the Issuer and U.S. Bank Trust Company, National Association, as prior trustee (herein, the “Prior Trustee”), the Issuer did, on April 23, 2013, issue its \$5,420,000 aggregate principal amount of Taxable Special



Assessment Bonds, Series 2013 (the “Prior Bonds”) to finance the acquisition and construction of an amenity center, street lighting, landscape and entry feature, and completion of conservation and mitigation and other public infrastructure (the “Original Project”); and

WHEREAS, pursuant to the Master Indenture and a Third Supplemental Trust Indenture dated as of December 1, 2014, the Issuer issued its \$3,830,000 aggregate principal amount of Solterra Resort Community Development District (Polk County, Florida), Special Assessment Bonds, Series 2014, \$3,265,000 of which remain outstanding; and

WHEREAS, pursuant to the Master Indenture and a Fourth Supplemental Trust Indenture dated as of October 1, 2018, the Issuer issued its \$9,420,000 aggregate principal amount of Solterra Resort Community Development District (Polk County, Florida), Special Assessment Bonds, Series 2018, \$8,675,000 of which remain outstanding; and

WHEREAS, the Board of Supervisors (the “Board”) of the Issuer, as the governing body of the District, has determined it to be in the best interest of the residents of the District to pay and defease all of the outstanding \$4,745,000 aggregate principal amount of the Prior Bonds (herein, the “Refunded Bonds”) by the issuance of the hereinafter defined Bonds in the manner described herein (herein, the “Refunding”); and

WHEREAS, pursuant to Resolution No. 2023-12 adopted by the Issuer on August 4, 2022, the Issuer authorized the issuance of \$4,527,000 aggregate principal amount of Solterra Resort Community Development District (Polk County, Florida) Special Assessment Refunding Bonds, Series 2023 (the “Bonds”) pursuant to the terms and provisions of this Indenture, and approving the form of and authorizing the execution and delivery of this Indenture and ratifying the acceptance of the Proposal (herein defined); and

WHEREAS, based on the foregoing, and the Proposal (as defined below), the Board (as herein defined) has determined that it would be in the best interest of the residents and landowners within the District that are subject to the Special Assessments (as herein defined) to enter into this Indenture; and

WHEREAS, SouthState Bank, N.A., a national banking association organized under the laws of the United State of America and authorized to transact business in the State of Florida (together with its successors and assigns, the “Lender”), has submitted to the Board a proposal dated July 7, 2023 (the “Proposal”) whereby the Lender has agreed to purchase the Bonds pursuant to the terms and provisions of the Proposal and this Indenture; and

WHEREAS, the Bonds will be secured by a pledge of the Pledged Revenues (as hereinafter defined) to the extent provided herein; and

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that to provide for the issuance of Bonds under this Indenture, as may be supplemented from time to time by one or more Supplemental Indentures, the security and payment of the principal, Redemption Price thereof and interest thereon, the rights of the Owners of the Bonds and the performance and observance of all of the covenants contained herein, in said Bonds for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby



created, and intending to be legally bound hereby, the Issuer hereby assigns, transfers, sets over and pledges to the Trustee and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on Bonds issued hereunder and all other amounts owing hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

ARTICLE I DEFINITIONS

In this Indenture (except as otherwise expressly provided or unless the context otherwise requires) terms defined in the recitals hereto shall have the same meanings throughout this Indenture, and in addition, the following terms shall have the meanings specified below:

“Account” shall mean any account established pursuant to this Indenture.

“Act” shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended from time to time, and any successor statute thereto.

“Adjustment Event” shall mean the establishment of a Determination of Taxability, or an Event of Default described under Section 8.02 hereof or a Loss of Bank Qualified Status.

“Annual Budget” shall mean the Issuer’s budget for a Fiscal Year, adopted pursuant to the provisions of the Act and Section 7.20 of this Indenture, as the same may be amended from time to time.

“Arbitrage and Tax Certificate” shall mean the certificate of the Issuer delivered at the time of issuance of the Bonds setting forth the expectations of the Issuer with respect to the use of the proceeds of the Bonds and also containing certain covenants of the Issuer in order to achieve compliance with the Code relating to the tax-status of the Bonds.

“Assessment Resolutions” shall mean Resolution No. 2013-6, Resolution No. 2013-7, Resolution No. 2013-8, Resolution No. 2013-11, Resolution No. 2013-14 and Resolution No. 2023-15, adopted by the Issuer on November 15, 2013, November 15, 2013, February 21, 2013, February 28, 2013, April 18, 2013 and August 4, 2023, respectively, which represents the proceedings of the Issuer to levy and collect the Special Assessments.

“Authenticating Agent,” shall mean the agent so described in, and appointed pursuant to, Section 2.03 hereof.

“Authorized Denomination” shall mean, with respect to the Bonds, the principal amount of Bonds Outstanding.

“Authorized Newspaper” shall mean a newspaper printed in English and customarily published at least once a day at least five (5) days a week and generally circulated in New York, New York, or such other cities as the Issuer from time to time may determine by written notice provided to the Trustee. When successive publications in an Authorized Newspaper are required, they may be made in the same or different Authorized Newspapers.



“Board” shall mean the Board of Supervisors of the Solterra Resort Community Development District acting as the governing body of the Issuer.

“Bond Counsel” shall mean Counsel of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and their political subdivisions.

“Bond Redemption Fund” shall mean the Fund so designated which is established pursuant to Section 4.06 hereof.

“Bond Register” shall have the meaning specified in Section 2.04 of this Indenture.

“Bond Resolution” shall mean Resolution No. 2023-12 adopted by the Board on August 4, 2023.

“Bondholder,” “Holder of Bonds,” “Holder,” “Bondowner” or “Owner” or any similar term shall mean any Person or Persons who shall be the registered owner of any Outstanding Bond or Bonds, as evidenced on the Bond Register of the Issuer kept by the Registrar.

“Bonds” shall mean the Solterra Resort Community Development District (Polk County, Florida) Special Assessment Refunding Bonds, Series 2023 issued in one series and one physical certificate in the principal amount of \$4,527,000 and delivered pursuant to the provisions of this Indenture and, as applicable, bonds subsequently issued to refund all or a portion of such Bonds.

“Business Day” shall mean any day other than a Saturday or Sunday or legal holiday or a day on which the principal office of the Issuer, the Lender, the Trustee, the Registrar or any Paying Agent is closed.

“Certified Public Accountant” shall mean a Person, who shall be Independent, appointed by the Board, actively engaged in the business of public accounting and duly certified as a certified public accountant under the laws of the State.

“Certified Resolution” or “Certified Resolution of the Issuer” shall mean a copy of one or more resolutions certified by the Secretary or an Assistant Secretary of the Issuer, under its seal, to have been duly adopted by the Board and to be in full force and effect as of the date of such certification.

“Code” shall mean the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder.

“Consultant” shall mean a Person, who shall be Independent, appointed by the Board, qualified to pass upon questions relating to local governmental entities and having a favorable reputation for skill and experience in the financial affairs of local governmental entities.

“Consulting Engineer” shall mean the Independent engineer or engineering firm or corporation at the time employed by the Issuer under the provisions of Section 7.21 of this Indenture to perform and carry out duties imposed on the Consulting Engineer by this Indenture.



The Independent engineer or engineering firm or corporation at the time serving as the engineer to the Issuer may serve as Consulting Engineer under this Indenture.

“Costs of Issuance Fund” shall mean the Fund so designated which is established pursuant to Section 4.10 hereof.

“Counsel” shall mean an attorney-at-law or law firm (who may be counsel for the Issuer) not unsatisfactory to the Issuer, the Lender or Trustee, as applicable.

“County” shall mean Polk County, Florida.

“Debt Service Fund” shall mean the Fund so designated which is established pursuant to Section 4.04 hereof.

“Debt Service Requirements,” with reference to a specified period, shall mean:

- (a) interest payable on the Bonds during such period; and
- (b) amounts required to be paid into any mandatory sinking fund account with respect to the Bonds during such period; and
- (c) amounts required to pay the principal of the Bonds maturing during such period and not to be redeemed prior to or at maturity through any sinking fund account.

“Default Rate” shall mean the lesser of (a) the sum of three percent (3%) plus the otherwise applicable Interest Rate, or (b) the maximum rate permitted by law. In the event the Issuer cures any Event of Default under Section 8.02 hereof, the interest rate on the Bonds shall return to the Initial Interest Rate or the Taxable Rate, as applicable.

“Defeasance Securities” shall mean, to the extent permitted by law, (a) cash, (b) non-callable Government Obligations or (c) to the extent acceptable, at the time of defeasance, to the Lender and Bond Counsel, any other Investment Securities.

“Determination of Taxability” shall mean and shall be deemed to have occurred on the first to occur of the following:

- (i) on the date when the Issuer files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;
- (ii) on the date when the Owner or any former Owner notifies the Issuer that such Owner or former Owner has received a written opinion by Bond Counsel to the effect that an Event of Taxability shall have occurred, unless, within one hundred twenty (120) days after receipt by the Issuer of such notification from the Owner or any former Owner, the Issuer shall deliver to the Owner or any former Owner a ruling or determination letter issued to or on behalf of the Issuer by the Commissioner of the IRS or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the IRS (or any other government official exercising the same or a



substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Issuer shall be advised in writing by the Commissioner of the IRS or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the IRS (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the Issuer with the IRS, or upon any review or audit of the Issuer or upon any other ground whatsoever, an Event of Taxability shall have occurred;

(iv) on the date when the Issuer shall receive notice from the Owner or any former Owner that the IRS (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Owner or such former Owner the interest on the Bonds due to the occurrence of an Event of Taxability; or

(v) on the date when a final decree or judgment of any Federal court or a final action of the IRS is issued determining that interest paid or payable on any Bond is or was includable in the gross income of an Owner for Federal income tax purposes;

provided, no Determination of Taxability shall be deemed to occur under subparagraphs (iii), (iv) or (v) hereunder unless the Issuer has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer's own expense, a final administrative determination by the IRS or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability.

“Determination of Taxability Period” shall mean the period of time between (a) the Taxable Date and (b) the effective date of the Determination of Taxability.

“District Lands” or “District” shall mean the premises governed by the Issuer, consisting of approximately 637 acres of land located entirely within the unincorporated area of the County.

“District Manager” shall mean the then District Manager or acting District Manager of the Issuer.

“Escrow Agent” shall mean U.S. Bank Trust Company, National Association, and its successors and assigns.

“Escrow Deposit Agreement” shall mean that certain Escrow Deposit Agreement dated as of August 8, 2023, by and between the Issuer and the Escrow Agent.

“Event of Default” shall mean any of the events described in Section 8.02 hereof.

“Event of Taxability” shall mean a (i) change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation,



the taking of any action by the Issuer, or the failure to take any action by the Issuer, or the making by the Issuer of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds) which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Owner or any former Owner for federal income tax purposes, or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the IRS or the Department of the Treasury, which decree, judgment or action shall be final and nonappealable under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of such Owner or such former Owner for federal income tax purposes with respect to the Bonds. Without limiting any of the foregoing, an Event of Taxability shall include the entry of any decree or judgment by a court of competent jurisdiction, or any official action by the IRS or the Department of the Treasury, which decree, judgment or action shall be final and nonappealable under applicable procedural law, and which holds or provides that a community development district or other entity substantially similar to the Issuer is not a political subdivision for the purposes of Section 103(a) of the Code.

“Fiscal Year” shall mean the period of twelve (12) months beginning October 1 of each calendar year and ending on September 30 of the following calendar year, and also shall mean the period from actual execution hereof to and including the next succeeding September 30; or such other consecutive twelve-month period as may hereafter be established pursuant to a Certified Resolution as the fiscal year of the Issuer for budgeting and accounting purposes as authorized by law.

“Fund” shall mean any fund established pursuant to this Indenture.

“General Account” shall mean the account so designated, established as a separate account under the Bond Redemption Fund pursuant to Section 4.06 of this Indenture.

“Generally Accepted Accounting Principles” shall mean those accounting principles applicable in the preparation of financial statements of local governments similar to the Issuer.

“Government Obligations” shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Indenture” shall mean, this Trust Indenture dated as of August 1, 2023 by and between the Issuer and the Trustee, as may be amended and or supplemented in accordance with the provisions of Article XI hereof.

“Independent” shall mean a Person who is not a member of the Issuer’s Board, an officer or employee of the Issuer, or which is not a partnership, corporation or association having a partner, director, officer, member or substantial stockholder who is a member of the Issuer’s Board, or an officer or employee of the Issuer; provided, however, that the fact that such Person is retained regularly by or regularly transacts business with the Issuer shall not make such Person an employee within the meaning of this definition.



“Initial Interest Rate” shall mean 5.53% per annum which shall be the interest rate borne by the Bonds, absent an Adjustment Event.

“Interest Account” shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.04 hereof.

“Interest Payment Date” shall mean each May 1 and November 1 commencing November 1, 2023.

“Interest Rate” means the Initial Interest Rate or the Taxable Rate, as applicable, subject to adjustment upon an Event of Default or Loss of Bank Qualified Status.

“Investment Securities” shall mean and include any of the following securities, if and to the extent that such securities are legal investments for funds of the Issuer:

(a) Government Obligations;

(b) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by both Moody’s and S&P, and (B) shares of money market mutual funds that invest only in Government Obligations and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody’s and S&P;

(c) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund is rated at least “AA” by S&P (without regard to gradation) or at least “Aa” by Moody’s (without regard to gradation);

(d) certificates of deposit, time deposits or demand deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit, time deposits or demand deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully collateralized by such securities as are described above in clauses (a) through 9(d), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit, time deposits or demand deposits; and

(e) any other investment permitted under Florida law and approved in writing by the Lender and, if the Lender is no longer the Owner of all of the Bonds, approved by the Owners of a majority in aggregate principal amount of the Bonds secured thereby.

Under all circumstances, the Trustee shall be entitled to conclusively rely as to any investment directed by the Issuer that such investment is permitted under this Indenture and is a legal investments for funds of the Issuer.

“IRS” shall mean the Internal Revenue Service.



“Issuer” shall mean Solterra Resort Community Development District together with its successors and assigns.

“Late Fee” shall mean a fee that may be charged by the Lender, in its sole discretion, in an amount equal to 5.00% of any amount due and payable on the Bonds which has not been paid within ten (10) days after the payment is due.

“Loss of Bank Qualified Status” shall mean at any time the Lender can no longer treat the Bonds as a qualified tax-exempt obligation under Section 265(b)(3) of the Code as a result of some action taken or failed to be taken by the Issuer.

“Moody’s” shall mean Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Officers’ Certificate” or “Officer’s Certificate” shall mean a certificate, duly executed by a Responsible Officer and delivered to the Trustee.

“Original Assessment Area” shall mean the designated assessment area within the District which contains 425 assessable residential parcels/units benefitted by the Original Project on which lands the Special Assessments are levied.

“Outstanding,” in connection with the Bonds, shall mean, as of the time in question, all Bonds authenticated and delivered under this Indenture, except:

(a) all Bonds theretofore cancelled or required to be cancelled under Section 2.06 hereof;

(b) Bonds, the payment, redemption or purchase of which moneys and/or Defeasance Securities, the principal of and interest on which, when due, will provide sufficient moneys to fully pay such Bonds in accordance with Article XII hereof, shall have been or shall concurrently be deposited with the Trustee; provided that, if such Bonds are being redeemed, the required notice of redemption shall have been given or provision shall have been made therefor, and that if such Bonds are being purchased, there shall be a firm commitment for the purchase and sale thereof; and

(c) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article II hereof.

In determining whether the Holders of a requisite aggregate principal amount of Bonds Outstanding have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of this Indenture, Bonds which are known by the Trustee to be held on behalf of the Issuer shall be disregarded for the purpose of any such determination, provided, however, this provision does not affect the right of the Trustee to deal in Bonds subject to the terms and provisions of Section 9.09 hereof.



“Paying Agent” shall mean initially, U.S. Bank Trust Company, National Association and thereafter any successor thereto appointed in accordance with Section 9.20 of this Indenture.

“Person” shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, governmental body, political subdivision, municipality, municipal authority or any other group or organization of individuals.

“Pledged Revenues” shall mean, with respect to the Bonds, (a) all revenues payable to or received by the Issuer from the Special Assessments, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under this Indenture; provided, however, that Pledged Revenues shall not include any moneys transferred to the Rebate Fund or Costs of Issuance Fund in accordance with the provisions hereof, or investment earnings thereon (it being expressly understood that the lien and pledge of this Indenture shall not apply to any of the moneys described in the foregoing proviso of this definition).

“Prepayment” shall mean the payment by any owner of property of the amount of Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date.

“Prepayment Account” shall mean the account so designated, established as a separate account under the Bond Redemption Fund pursuant to Section 4.06 of this Indenture.

“Property Appraiser” shall mean the property appraiser of the County.

“Property Appraiser and Tax Collector Agreement” shall mean the Property Appraiser and Tax Collector Agreement described in Section 7.04 hereof.

“Rebate Fund” shall mean the Fund so designated, which is established pursuant to Section 4.09. Moneys deposited in the Rebate Fund in accordance with the provisions hereof are not subject to the lien of this Indenture.

“Record Date” shall mean, as the case may be, the applicable Regular Record Date or Special Record Date.

“Redemption Price” shall mean the principal amount of any Bond payable upon redemption thereof pursuant to this Indenture, plus any redemption premium required pursuant to Section 6.01(a) hereof.

“Registrar” shall mean initially U.S. Bank Trust Company, National Association, which entity shall have the responsibilities set forth in Section 2.04 of this Indenture, and thereafter any successor thereto appointed in accordance with Section 9.20 of this Indenture.

“Regular Record Date” shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.



“Regulatory Body” shall mean and include (a) the United States of America and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the United States of America, (b) the State, any political subdivision thereof and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the State, (c) the County and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the County and (d) any other public body, whether federal, state or local or otherwise having regulatory jurisdiction and authority over the Issuer.

“Responsible Officer” shall mean any member of the Board or any other officer of the Issuer or other person designated by Certified Resolution of the Issuer, a copy of which shall be on file with the Trustee, to act for any of the foregoing, either generally or with respect to the execution of any particular document or other specific matter.

“Revenue Fund” shall mean the Fund so designated which is established pursuant to Section 4.03 hereof.

“S&P” shall mean S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Sinking Fund Account” shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.04 hereof.

“Special Assessments” shall mean the net proceeds derived from the levy and collection of “special assessments,” as provided for in Sections 190.011(14) and 190.022 of the Act (except for any such Special Assessments levied and collected for operation or maintenance purposes), against the lands located within the Original Assessment Area within the District that are subject to assessment imposed by the Issuer as a result of the acquisition and construction of the Original Project or any portion thereof and use thereof by the landowners within the District, as provided for in Section 190.021(2) of the Act, against the lands within the District, including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement, the Special Assessments are levied and collected pursuant to the Assessment Resolutions. In connection with the use of the term “Pledged Revenues” herein, the term “Special Assessments” shall not include “operation or maintenance Special Assessments” levied and collected by the Issuer under Section 190.021(1) and (3) of the Act.

“Special Record Date” shall mean such date as shall be fixed for the payment of defaulted interest on the Bonds in accordance with Section 2.01 hereof.



“State” shall mean the State of Florida.

“Supplemental Indenture” and “indenture supplemental hereto” shall mean any indenture amending or supplementing this Indenture which may be entered into in accordance with the provisions of this Indenture.

“Tax Collector” shall mean the tax collector of the County.

“Taxable Date” shall mean the date on which interest on the Bonds is first includable in gross income of the Owner (including, without limitation, any previous Owner) thereof as a result of an Event of Taxability. Such Taxable Date may be determined to be the date of the issuance of the Bonds.

“Taxable Rate” shall mean 7.00% per annum.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Bond), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

END OF ARTICLE I



ARTICLE II THE BONDS

SECTION 2.01. Amounts and Terms of Bonds; Details of Bonds. The Issuer is hereby authorized to issue a series of bonds pursuant to the terms and conditions of this Indenture, its obligations to be known as “Solterra Resort Community Development District (Polk County, Florida) Special Assessment Refunding Bonds, Series 2023” (the “Bonds”). The Bonds in certificated form shall be issued in Authorized Denominations and shall be numbered R-1 in substantially the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or as otherwise provided in a Supplemental Indenture consented to by the Lender. All Bonds shall be issued only upon satisfaction of the conditions set forth in Article III hereof; and the Trustee shall, at the Issuer’s request, authenticate such Bonds and deliver them to the Lender or as the Lender so directs. Only one (1) certificated Bond representing the entire principal amount of the Bonds will be delivered to the Lender by the Issuer.

The Bonds shall be dated the date of their delivery, and, subject to the occurrence of an Adjustment Event pursuant to Section 2.10 hereunder, shall initially bear interest from such date at the Initial Interest Rate per annum, until the final maturity thereof or earlier redemption in full; provided, however, that in the event of the occurrence of a Determination of Taxability, the Bonds shall bear interest from the Taxable Date at the Taxable Rate, subject to the occurrence of an Adjustment Event, until the final maturity thereof or earlier redemption in full. Interest shall be payable on each Interest Payment Date commencing on November 1, 2023, and the Bonds shall mature on May 1, 2043 (subject to the right of optional or extraordinary mandatory redemption and mandatory sinking fund redemptions as set forth in Section 6.01 hereof).

The principal or Redemption Price of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. The principal or Redemption Price of all Bonds shall be payable at the designated corporate trust office of the Paying Agent upon the presentation and surrender of such Bonds. Notwithstanding the foregoing or any other provision herein to the contrary, all payments of principal or Redemption Price of Bonds owned by the Lender shall be paid to the Lender or as the Lender so directs without the need to surrender such Bonds. As soon as practicable after the final payment of the Bonds, the Lender shall deliver the Bonds to the Trustee marked “paid” or “cancelled.”

Other than as set forth below, interest on the Bonds is payable on any Interest Payment Date by check or draft mailed on the Interest Payment Date to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such Interest Payment Date, at its address as it appears on the Bond Register. The Bonds shall bear interest from the Interest Payment Date next preceding the date on which they are authenticated unless authenticated on an Interest Payment Date in which event they shall bear interest from such Interest Payment Date, or unless authenticated before the first Interest Payment Date in which event they shall bear interest from their date; provided, however, that if a Bond is authenticated between a Record Date and the next succeeding Interest Payment Date, such Bond shall bear interest from such succeeding Interest Payment Date; provided further, however, that if at the time of authentication of any Bond interest thereon is in default, such Bond shall bear interest



from the date to which interest has been paid unless no interest has been paid, then from their date. Any interest on any Bond which is not paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his or her address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, the Lender shall be entitled to have interest paid by wire transfer to the Lender at such bank account number on file with the Trustee and Paying Agent. Interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the Default Rate.

The Trustee is hereby constituted and appointed as Paying Agent for the Bonds.

SECTION 2.02. Execution. The Bonds shall be executed by the manual signature of the Chairperson or Vice Chairperson of the Issuer, and the corporate seal of the Issuer shall appear thereon and shall be attested by the manual signature of its Secretary or Assistant Secretary. Bonds executed as above provided may be issued and shall, upon request of the Issuer, be authenticated by the Trustee, notwithstanding that one or both of the officers of the Issuer whose signatures appear on such Bonds shall have ceased to hold office at the time of issuance or authentication or shall not have held office at the date of the Bonds.

SECTION 2.03. Authentication; Authenticating Agent. No Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as Authenticating Agent, and such authentication shall be proof that the Bondholder is entitled to the benefit of the trust hereby created. The Trustee shall at all times serve as Authenticating Agent.

SECTION 2.04. Registration and Registrar. The Trustee is hereby constituted and appointed as the Registrar for the Bonds. The Registrar shall act as registrar and transfer agent for the Bonds. The Issuer shall cause to be kept at an office of the Registrar a register (herein sometimes referred to as the "Bond Register" or "Register") in which, subject to the provisions set forth in Section 2.07 below and such other regulations as the Issuer and Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and for the registration of transfers and exchanges of such Bonds. The Trustee shall notify the Issuer in writing of the specific office location (which may be changed from time to time, upon similar notification) at which the Bond Register is kept. Upon initial issuance, the ownership of the Bonds shall be registered on the Bond Register in the name of the Lender or as the Lender so directs.

The Bonds shall be initially sold and subsequently transferred only to purchasers that execute and deliver to the Issuer a Lender Letter in substantially the form attached hereto as Exhibit D. Notwithstanding the preceding sentence or the content of the initial form of the Lender Letter attached hereto as Exhibit D, no Lender Letter shall be required for the Lender to transfer Bonds to a Qualified Institutional Buyer as defined in Rule 144A of the Securities Act (a "QIB") or to any affiliate or other party related to the Lender. Every Bond presented or



surrendered for transfer or exchange shall contain, or be accompanied by, all necessary endorsements for transfer. If applicable, the transferee shall certify in writing to the Trustee that the transferee is a QIB.

SECTION 2.05. Mutilated, Destroyed, Lost or Stolen Bonds. If any Bond shall become mutilated, the Issuer shall execute and the Authenticating Agent shall thereupon authenticate and deliver a new Bond of like tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Authenticating Agent of such mutilated Bond for cancellation, and the Issuer and the Trustee may require reasonable indemnity therefor. If any Bond shall be reported lost, stolen or destroyed, evidence as to the ownership and the loss, theft or destruction thereof shall be submitted to the Issuer and the Trustee, and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the Issuer shall execute, and thereupon the Authenticating Agent shall authenticate and deliver a new Bond of like tenor and denomination. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature, the Issuer may, with the consent of the Trustee, pay to the Owner the principal amount of and accrued interest on such Bond upon the maturity thereof and compliance with the aforesaid conditions by such Owner, without the issuance of a substitute Bond therefor.

Every substituted Bond issued pursuant to this Section 2.05 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies with respect to the replacement or payment of negotiable instruments, investments or other securities without their surrender.

SECTION 2.06. Cancellation and Destruction of Surrendered Bonds. All Bonds surrendered for payment or redemption and all Bonds surrendered for exchange shall, at the time of such payment, redemption or exchange, be promptly transferred by the Registrar, Paying Agent or Authenticating Agent to, and cancelled and destroyed by, the Trustee. The Trustee shall, upon the request of the Issuer, deliver to the Issuer a certificate of destruction in respect of all Bonds destroyed in accordance with this Section.

SECTION 2.07. Registration, Transfer and Exchange. As provided in Section 2.04 hereof, the Issuer shall cause a Bond Register in respect of the Bonds to be kept at the designated office of the Registrar.

Upon surrender for requisition of transfer of any Bond at the designated office of the Registrar, and upon compliance with the conditions for the transfer of Bonds set forth in this Section 2.07, the Issuer shall execute and the Authenticating Agent shall authenticate and deliver, in the name of the designated transferees, one or more new Bonds of a like aggregate principal amount and of the same maturity.



At the option of the Bondholder, Bonds may be exchanged for other Bonds of a like aggregate principal amount and of the same maturity, upon surrender of the Bonds to be exchanged at any such office or agency. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute and the Authenticating Agent shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

All Bonds issued upon any transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Indenture as the Bonds surrendered upon such transfer or exchange.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, duly executed by the Bondholder or his attorney duly authorized in writing.

Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds (other than any governmental charge of the Issuer).

Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue, transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

SECTION 2.08. Persons Deemed Owners. The Issuer, the Trustee, any Paying Agent, the Registrar, or the Authenticating Agent shall deem and treat the person in whose name any Bond is registered as the absolute Owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, any Paying Agent, the Registrar or the Authenticating Agent) for the purpose of receiving payment of or on account of the principal or Redemption Price of and interest on such Bond, and for all other purposes, and the Issuer, the Trustee, any Paying Agent, the Registrar and the Authenticating Agent shall not be affected by any notice to the contrary. All such payments so made to any such Owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

SECTION 2.09. Limitation on Incurrence of Certain Indebtedness. The Issuer will not issue Bonds, except upon the conditions and in the manner provided or as otherwise permitted in this Indenture.

SECTION 2.10. Adjustments to Interest Rate. If there is a Determination of Taxability, the Bonds shall bear interest retroactively from the Taxable Date at a rate per annum equal to the Taxable Rate. Upon an occurrence of a Determination of Taxability, the Issuer hereby agrees to pay to the Owner (i) an additional amount equal to the difference between (A) the amount of interest actually paid to the Owner (or former Owner) on the Bonds during the Determination of Taxability Period and (B) the amount of interest that would have been paid to



the Owner (or former Owner) on the Bonds during the Determination of Taxability Period had the Bonds borne interest at the Taxable Rate, beginning on the Taxable Date, plus (ii) an amount equal to any interest, charges, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Owner (or former Owner) as a result of the occurrence of a Determination of Taxability. Payment of such amounts shall survive payment on the Bonds.

The Owner shall advise the Trustee and the Issuer in writing within a reasonable time in good faith what amounts, if any, are owing as a result of a Determination of Taxability as described herein and the Trustee may conclusively rely upon such information without the duty to verify such information. Such additional amounts shall be paid within thirty (30) days after the date of such notice from the Owner. In no event, however, shall the interest rate on the Bonds exceed the maximum rate permitted by law.

Upon the occurrence and continuance of an Event of Default described in Section 8.02 hereof, the Bonds shall bear interest at the Default Rate. In the event the Issuer cures any Event of Default under Section 8.02 hereof, the interest rate on the Bonds shall return to the applicable Interest Rate.

Upon the occurrence and continuance of a Loss of Bank Qualified Status, the Issuer shall pay to the Lender, within sixty (60) days after demand, such amounts as shall provide to the Lender the same rate of return on the Bonds that the Lender would have realized had there been no Loss of Bank Qualified Status. This adjustment shall survive payment of the Bonds until such time as the federal statute of limitations under which the Bonds could be declared not to be a qualified tax-exempt obligation under Section 265(b)(3) of the Code. In no event shall the interest rate on the Bonds as a result of the Loss of Bank Qualified Status exceed the Taxable Rate.

The Trustee may assume the Bonds accrue interest at the tax-exempt rate absent written notice to the contrary from the Owner or the Issuer.

END OF ARTICLE II



ARTICLE III ISSUE OF BONDS

SECTION 3.01. Issue of Bonds. Subject to the provisions of Section 2.01 hereof, the Issuer shall issue the Bonds for the purpose of effecting the Refunding, or to issue special assessment bonds to refund all or a portion of such Bonds, and to pay the costs of the issuance of Bonds and to pay the amounts required to be deposited with respect to such Bonds in the Funds and Accounts established under this Indenture. In connection with the issuance of the Bonds, the Trustee shall, at the request of the Issuer, authenticate the Bonds and deliver or cause them to be authenticated and delivered, as specified in the request, but only upon receipt of:

(i) Certified copies of the proceedings of the Issuer with respect to the Special Assessments;

(ii) A Bond Counsel opinion, which shall be addressed to the Issuer, the Lender and the Trustee, substantially to the effect that: (i) the Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the sources provided therefor in the Indenture; (ii) the interest on the Bonds is excludable from gross income for federal income tax purposes; (iii) the Bonds and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes on corporations and other entities as defined therein; (iv) the Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code; (v) the Bonds are exempt from registration under the Securities Act of 1933, as amended; and (vi) this Indenture and the Bond Resolution are not required to be qualified under the Trust Indenture Act of 1939, as amended;

(iii) a written opinion or opinions of Counsel to the Issuer, which shall also be addressed to the Lender and the Trustee, to the effect that: (a) all conditions prescribed herein as precedent to the issuance of the Bonds have been fulfilled; (b) the Bonds have been validly authorized and executed by the Issuer and when authenticated and delivered pursuant to the request of the Issuer will be valid obligations of the Issuer entitled to the benefit of the trust created hereby and will be enforceable in accordance with their terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors’ rights generally and subject to equitable principles, whether in a proceeding at law or in equity; (c) any consents of any Regulatory Bodies required in connection with the issuance of the Bonds have been obtained; (d) the Issuer has good right and lawful authority under the Act to undertake the Refunding; (e) that the Special Assessment proceedings have been taken in accordance with Florida law and that the Issuer has taken all action necessary to levy and impose the Special Assessments; (f) that the Special Assessments are legal, valid, and binding liens upon the property against which the Special Assessments are made, coequal with the lien of all State, County, district and municipal ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid; (g) this Indenture and the Escrow Deposit Agreement have each been duly and validly authorized, executed and delivered by the Issuer, and upon the execution by the other parties thereto, each constitutes a legal, valid, binding agreement of the Issuer enforceable in accordance with its respective terms, except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency; moratorium and other similar laws relating to creditors’ rights



generally and subject to equitable principles, whether in a proceeding at law or in equity, (h) the issuance of the Bonds has been duly authorized and approved by the Board; (i) there is no litigation or other action pending or to the best knowledge of Counsel to the Issuer threatened against the Issuer that would adversely affect the transactions contemplated by the Indenture including: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Special Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the Special Assessments, the authority for the issuance of the Bond or the validity or enforceability of the Bonds and the Indenture, or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the Issuer or any of its officers or employees, or contesting or affecting any of the powers of the Issuer including its power to enter into the Indenture, or its power to determine, assess, levy, collect and pledge the Special Assessments for the payment of the debt service on the Bonds; (d) specifically contesting the exclusion from federal gross income of interest on the Bonds or (e) which may result in any material adverse change in the business, property, assets or financial condition of the Issuer or materially impair the ability of the Issuer to perform its obligations under the Bonds, the Bond Resolution, the Escrow Deposit Agreement, the Assessment Resolutions or the Indenture; (j) the Prior Bonds and the Original Project were validated in accordance with Chapter 75, Florida Statutes, and as a result the Bonds are not required to be separately validated, and (k) the Bond Resolution and Assessment Resolutions have each been duly adopted and are in full force and effect;

(iv) an opinion of Bond Counsel, which shall be addressed to the Issuer and the Lender, substantially to the effect that all of the outstanding Prior Bonds have been legally defeased;

(v) a certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Bonds, the Issuer will not be in default in the performance of the terms and provisions of this Indenture;

(vi) a certified copy of the final judgment of validation in respect of the Prior Bonds together with a certificate of no appeal;

(vii) the Escrow Deposit Agreement;

(viii) A copy of the Issuer's arbitrage and tax compliance certificate, together with the completed Form 8038-G with respect to the Bonds;

(ix) A copy of the Supplemental Special Assessment Methodology Report; and

(x) such other documents, certifications, and opinions as shall be required by the Issuer or the Lender.

Payment by the Lender of the proceeds of the Bonds shall constitute conclusive evidence of the satisfaction of the Issuer and Lender of the above conditions.

SECTION 3.02. Disposition of Proceeds and Other Funds. From the gross proceeds of the Bonds in the amount of \$4,527,000.00 and from the legally available money



derived as a result of the Refunding on deposit under the Prior Indenture in the amount of \$662,147.90 (consisting of \$305,902.91 from the revenue fund, \$346,790.63 from the reserve account and \$9,454.36 from the construction fund) held by the Prior Trustee (herein, the “Transferred Moneys”), the following deposits shall be made on the date of issuance of the Bonds:

(a) \$4,320,013.84 derived from the gross proceeds of the Bonds plus \$604,429.91 derived from the Transferred Moneys which in total will be sufficient, without investment to pay and currently refund the Refunded Bonds on November 1, 2023, which amounts will be deposited pursuant to the terms of the Escrow Deposit Agreement and applied by the Escrow Agent as directed therein; and

(b) \$57,717.99 of Transferred Moneys shall be deposited into the Interest Account; and

(c) \$206,986.16 constituting the remaining gross proceeds of the Bonds shall be deposited in the Costs of Issuance Fund to pay the costs of issuing the Bonds.

(d) After the application of Transferred Moneys described in (a) and (b) above on the date of delivery of the Bonds, any amounts remaining in the funds and accounts for the Refunded Bonds after such delivery date shall be deposited into the Revenue Fund and applied as set forth in Section 4.03 herein.

END OF ARTICLE III



ARTICLE IV
SPECIAL ASSESSMENTS;
APPLICATION THEREOF TO FUNDS AND ACCOUNTS

SECTION 4.01. Special Assessments; Lien of Indenture on Pledged Revenues. The Issuer hereby covenants that it shall levy the Special Assessments, and evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer, pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, to the extent and in the amount necessary to pay the Debt Service Requirements on Bonds issued and Outstanding hereunder and all other amounts owing hereunder.

The Issuer shall, within five (5) Business Days of receipt thereof, pay to the Trustee for deposit in the Revenue Fund established under Section 4.03 hereof all Special Assessments received by the Issuer from the levy thereof on the District Lands constituting the Original Assessment Area subject to assessments for the payment of the Bonds; provided, however, that amounts received as Prepayments of Special Assessments shall be deposited directly into the Prepayment Account of the Bond Redemption Fund established hereunder. The Issuer shall notify the Trustee and the Owner in writing at the time of deposit of any amounts received as Prepayments of Special Assessments. Any amounts paid to the Trustee for which the Issuer has not provided such notice will not be treated as Prepayments.

The Pledged Revenues shall immediately be subject to the lien and pledge of this Indenture without any physical delivery hereof or further act.

SECTION 4.02. Funds and Accounts Relating to the Bonds. The Funds and Accounts specified in this Article IV shall be established under this Indenture for the benefit of the owners of the Bonds issued pursuant to the terms hereof. All moneys, including, without limitation, proceeds of the Bonds on deposit to the credit of the Funds and Accounts established hereunder (except for moneys transferred to the Cost of Issuance Fund, the Rebate Fund and investment earnings thereon) shall be pledged to the payment of the principal, Redemption Price of, and interest on the Bonds issued hereunder.

SECTION 4.03. Revenue Fund. The Trustee is hereby authorized and directed to establish a Revenue Fund, into which the Trustee shall immediately deposit any and all Special Assessments (other than Prepayments of the Special Assessments). The Revenue Fund shall be held by the Trustee separate and apart from all other Funds and Accounts held under this Indenture and from all other moneys of the Trustee. The Trustee shall transfer from amounts on deposit in the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, no later than the Business Day preceding each November 1 commencing November 1, 2023, and no later than the Business Day next preceding each November 1 thereafter while the Bonds issued under this Indenture remain Outstanding, to the Interest Account of the Debt Service Fund, an amount equal to the interest on the Bonds



becoming due on the next succeeding November 1, less any amount on deposit in the Interest Account not previously credited;

SECOND, no later than the Business Day preceding each May 1, commencing May 1, 2024, and no later than the Business Day next preceding each May 1 thereafter while the Bonds issued under this Indenture remain Outstanding, to the Interest Account of the Debt Service Fund, an amount equal to the interest on the Bonds becoming due on the next succeeding May 1, less any amount on deposit in the Interest Account not previously credited;

THIRD, beginning on the Business Day preceding May 1, 2024 and no later than the Business Day next preceding each May 1 thereafter while the Bonds remain Outstanding, to the Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Bonds subject to mandatory sinking fund redemption on the next succeeding principal payment date, less any amount on deposit in the Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding May 1, 2043, to the Principal Account of the Debt Service Fund, an amount equal to the Outstanding principal amount of Bonds, less any amount on deposit in the Principal Account not previously credited;

FIFTH, any costs associated with a Determination of Taxability payable to the Lender or the payment of any Late Fee to the Lender; and

SIXTH, the balance of any moneys remaining after making the foregoing deposits shall remain therein, after payment of amounts owing Trustee or the Lender, unless the Issuer determines, in accordance with the terms of the Arbitrage Certificate, a deposit is required to be made into the Rebate Fund; in such case the Trustee shall make such transfer in accordance with the written instruction of the Issuer. After all deposits are made pursuant to this Section 4.03, any balance on deposit in the Revenue Fund after November 2 of any calendar year commencing November 2, 2024 shall be transferred to the Issuer to be used for any lawful purpose.

SECTION 4.04. Debt Service Fund. The Trustee is hereby authorized and directed to establish a Debt Service Fund which shall consist of amounts deposited therein by the Trustee and any other amounts the Issuer may pay to the Trustee for deposit therein with respect to the Bonds. The Debt Service Fund shall be held by the Trustee separate and apart from all other Funds and Accounts held under this Indenture and from all other moneys of the Trustee. The Trustee is hereby authorized and directed to establish within the Debt Service Fund, a Principal Account, an Interest Account and a Sinking Fund Account for the Bonds, which Accounts shall be separate and apart from all other Funds and Accounts established under this Indenture and from all other moneys of the Trustee.

The Trustee at all times shall make available to any Paying Agent the funds in the Principal Account and the Interest Account of the Debt Service Fund to pay the principal of the Bonds as they mature and the interest on the Bonds as it becomes payable, respectively. When



the Bonds are redeemed, the amount, if any, in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption.

The Trustee shall apply moneys in the Sinking Fund Account in the Debt Service Fund for the mandatory sinking fund redemption of the Bonds in the amounts and maturities set forth herein.

The Trustee shall apply the amounts required to be transferred to the Sinking Fund Account on the mandatory sinking fund redemption date in each of the years set forth herein to the redemption of Bonds in the amounts, manner and maturities and on the dates set forth herein, at a Redemption Price of 100% of the principal amount thereof.

SECTION 4.05. [RESERVED].

SECTION 4.06. Bond Redemption Fund. The Trustee is hereby authorized and directed to establish a Bond Redemption Fund for the Bonds issued hereunder and therein a Prepayment Account and a General Account into which shall be deposited, moneys in the amounts and at the times provided in Sections 4.01 and 7.08(b) of this Indenture in the case of Prepayments to be deposited into the Prepayment Account and to the General Account in the event the Issuer elects to optionally redeem the Bonds pursuant to Section 6.01(a). The Bond Redemption Fund and the Accounts therein shall constitute an irrevocable trust fund to be applied solely as set forth herein and shall be held by the Trustee separate and apart from all other Funds and Accounts held under this Indenture and from all other moneys of the Trustee. All earnings on investments held in the Bond Redemption Fund shall be retained therein and applied as set forth below.

Moneys in the Bond Redemption Fund (including all earnings on investments held in the Bond Redemption Fund) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to the extent transfers from the Revenue Fund pursuant to paragraph SIXTH of Section 4.03 are insufficient, from the General Account of the Bond Redemption Fund, to make such deposits, if any, into the Rebate Fund as the Issuer may direct in accordance with an Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in said Arbitrage Certificate; and any moneys so transferred from the Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of this Indenture; and

SECOND, from the General Account of the Bond Redemption Fund, to be used to call for optional redemption pursuant to Section 6.01(a) hereof or from only the Prepayment Account of the Bond Redemption Fund for extraordinary mandatory redemption pursuant to Section 6.01(b) hereof an amount of Bonds equal to the amount of money transferred to the applicable Account of the Bond Redemption Fund for the purpose of such optional redemption or extraordinary mandatory redemption on the dates and at the prices provided in Section 6.01(a) or (b) hereof, as the case may be.

Any such redemption shall be made in accordance with the provisions of Article VI of this Indenture. The Issuer shall pay all expenses in connection with such redemption.



SECTION 4.07. Procedure When Funds Are Sufficient to Pay All Bonds. If at any time the moneys held by the Trustee in the Funds and Accounts hereunder and available therefor are sufficient to pay the principal or Redemption Price of, as the case may be, and interest on all Bonds then Outstanding to maturity or prior redemption, together with any amounts due the Issuer, the Trustee, Paying Agent, Registrar, the Trustee, at the direction of the Issuer, shall apply the amounts in the Funds and Accounts to the payment of the aforesaid obligations and the Issuer shall not be required to pay over any further Pledged Revenues with respect to such Bonds unless and until it shall appear that there is a deficiency in the Funds and Accounts held by the Trustee.

SECTION 4.08. Unclaimed Moneys. In the event any Bond shall not be presented for payment when the principal of such Bond becomes due, to the extent required herein, either at maturity or at the date fixed for redemption of such Bond or otherwise, if amounts sufficient to pay such Bond have been deposited with the Trustee for the benefit of the owner of the Bond and have remained unclaimed for three (3) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the knowledge of the Trustee in default with respect to any covenant in this Indenture or the Bonds contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Trustee, before making payment to the Issuer, may, at the written direction and expense of the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

SECTION 4.09. Deposits Into and Application of Moneys in the Rebate Fund.

(a) The Trustee is hereby authorized and directed to establish a Rebate Fund. There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Arbitrage Certificate. Subject to the payment provisions provided in subsection (b) below, all amounts on deposit at any time in the Rebate Fund shall be held by the Trustee in trust, to the extent required to pay arbitrage rebate to the United States of America, and neither the Issuer, the Trustee nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts held in the Rebate Fund shall be governed by this Section and the Arbitrage Certificate. The Trustee shall be entitled to rely on the rebate calculations obtained from the rebate analyst retained by the Issuer pursuant to the Arbitrage Certificate and the Trustee shall not be responsible for any loss or damage resulting from any good faith action taken or omitted to be taken in reliance upon such calculations.

(b) Pursuant to the Arbitrage Certificate, the Trustee shall remit all rebate installments and a final rebate payment to the United States. The Trustee shall have no obligation to pay any amounts required to be rebated pursuant to this Section and the Arbitrage Certificate, other than at the direction of the Issuer and from moneys held in the Rebate Fund or from other moneys provided to it by the Issuer. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate shall be withdrawn and paid to the Issuer.

(c) Notwithstanding any other provision of this Indenture, including in particular Article XII hereof, the obligation to pay arbitrage rebate to the United States and to



comply with all other requirements of this Section and the Arbitrage Certificate shall survive the defeasance or payment in full of the Bonds.

(d) The Trustee shall not be deemed to have constructive knowledge of the Code or regulations, rulings and judicial decisions concerning the Code.

SECTION 4.10. Deposits Into and Application of Moneys in the Costs of Issuance Fund. The Trustee is hereby authorized and directed to establish a temporary fund called the Costs of Issuance Fund into which the Trustee shall deposit a portion of the gross proceeds of the Bonds in the amount described in Section 3.02(c) hereof. The Trustee is authorized to apply such moneys upon the presentment of a requisition signed by a Responsible Officer with the invoices of the payees attached. The Trustee may conclusively rely on such signed requisition. Upon the disbursement of all moneys on deposit in the Costs of Issuance Fund, the Trustee is authorized to close the Costs of Issuance Fund. If after six (6) months from the date of issue of the Bonds there are any funds remaining in the Costs of Issuance Fund for which there is not a pending requisition, such moneys shall be transferred to the Revenue Fund to be applied in accordance with Section 4.03 hereof and the Trustee shall be authorized to close the Costs of Issuance Fund. Moneys on deposit in the Costs of Issuance Fund shall not be part of the trust estate established by the Bonds and will not constitute Pledged Revenues.

END OF ARTICLE IV



ARTICLE V
SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

SECTION 5.01. Deposits and Security Therefor. All moneys received by the Trustee for deposit in any Fund or Account, except the Rebate Fund and Costs of Issuance Fund, established under this Indenture shall be considered trust funds, shall not be subject to lien or attachment, except for the lien created by this Indenture, and shall be deposited with the Trustee, until or unless invested or deposited as provided in Section 5.02 hereof. All deposits of moneys received by the Trustee under this Indenture (whether original deposits under this Section 5.01 or deposits or redeposits in time accounts under Section 5.02) shall, to the extent not insured unless such deposit is of the type described in (c) of the definition of Investment Securities, and to the extent permitted by law, be fully secured as to both principal and interest earned, by Investment Securities. If at any time the Trustee is unwilling to accept such deposits or unable to secure them as provided above, the Trustee may deposit such moneys with any other depository which is authorized to receive them and the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC Savings Association Insurance Fund). Such security shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000.

SECTION 5.02. Investment or Deposit of Funds. The Trustee shall, as directed by the Issuer in writing, invest any moneys held in the Funds and Accounts established herein in Investment Securities, as directed in writing by the Issuer. The Trustee shall have no liability for any losses or delays in liquidating any investments. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth herein. All securities securing investments under this Section shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, any interest and other income so received shall be deposited in the Revenue Fund. Upon request of the Issuer, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided hereinafter. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the Revenue Fund.

Absent specific written instructions from the Issuer, as aforesaid, all moneys in the Funds and Accounts established under this Indenture shall be held uninvested. The Trustee shall not be



liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the Issuer or otherwise, including that set forth in the first sentence of this paragraph.

SECTION 5.03. Valuation of Funds. The Trustee shall value the assets in each of the Funds and Accounts established hereunder forty-five (45) days prior to each Interest Payment Date, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the Issuer and the Lender a report of the status of each Fund and Account as of the valuation date. In computing the assets of any Fund or Account, investments and accrued interest thereon shall be deemed a part thereof, subject to the provisions of Section 5.02 hereof. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder.

END OF ARTICLE V



ARTICLE VI
REDEMPTION OF BONDS

SECTION 6.01. Redemption Dates and Prices. The Bonds may be made subject to optional, mandatory and extraordinary redemption, either in whole or in part, by the Issuer, prior to maturity in the amounts, at the times and in the manner provided in this Article VI.

(a) *Optional Redemption.* The Bonds are subject to optional redemption at the option of the Issuer, in whole or in part, on any date on or after May 1, 2028 at a Redemption Price of 100% of the principal amount of the Outstanding Bonds to be redeemed, plus accrued interest to the redemption date, upon receipt by the Trustee not less than thirty-five (35) days or more than forty-five (45) days prior to such redemption date of a written direction from the Issuer stating that it intends to effect redemption of such Bonds on a date certain.

(b) *Extraordinary Mandatory Redemption in Whole or in Part.* The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, from moneys deposited into the Prepayment Account of the Bond Redemption Fund following the Prepayment of Special Assessments on any portion of the District Lands in accordance with Section 7.08(a) hereof. On each March 15 and September 15, the Issuer shall determine the amount on deposit in the Prepayment Account of the Bond Redemption Fund and shall transfer from the Revenue Fund (to the extent not needed to satisfy the current Debt Service Requirements for the Bonds) for deposit in the Prepayment Account of the Bond Redemption Fund an amount sufficient to increase the amount on deposit therein to an integral multiple of \$1,000 and, in each case, shall thereupon direct the Trustee to give notice and cause the extraordinary mandatory redemption of Bonds on any date with respect to Bonds subject to extraordinary mandatory redemption in whole, or, with respect to Bonds subject to extraordinary mandatory redemption in part, on the next possible redemption date which is an Interest Payment Date (taking into account the notice of redemption to be provided therefor) in the maximum aggregate principal amount for which moneys are then on deposit in the Prepayment Account of the Bond Redemption Fund in accordance with the provisions for extraordinary mandatory redemption of Bonds. The Bonds are also subject to extraordinary mandatory redemption in whole or in part pursuant to Section 7.32 hereof.

(c) *Mandatory Sinking Fund Redemption.* The Bonds are subject to mandatory sinking fund redemption on May 1 in the years and in the principal amounts set forth in the following table, at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date. The outstanding balance of the Bonds shall be due and payable on May 1, 2043.



<u>Maturity Date</u>	<u>Mandatory Sinking Fund Payment</u>
05/01/2024	\$129,000
05/01/2025	133,000
05/01/2026	142,000
05/01/2027	151,000
05/01/2028	160,000
05/01/2029	169,000
05/01/2030	177,000
05/01/2031	186,000
05/01/2032	198,000
05/01/2033	210,000
05/01/2034	223,000
05/01/2035	233,000
05/01/2036	248,000
05/01/2037	263,000
05/01/2038	276,000
05/01/2039	290,000
05/01/2040	307,000
05/01/2041	327,000
05/01/2042	343,000
05/01/2043*	362,000

*Final Maturity

In connection with such mandatory sinking fund redemption of Bonds, amounts shall be transferred from the Revenue Fund to the Sinking Fund Account of the Debt Service Fund, all as more particularly described in Section 4.03 hereof.

Upon any redemption of Bonds other than in accordance with scheduled mandatory sinking fund payments, the Issuer shall promptly cause to be recalculated and delivered to the Lender and the Trustee revised mandatory sinking fund payments recalculated so as to amortize the Outstanding principal amount of such Bonds in substantially equal annual installments of principal and interest (except for the last maturity which will represent the Outstanding balance of the Bonds) (subject to rounding to an amount of principal for each installment being devisable by \$1,000) over the remaining term of such Bonds. The mandatory sinking fund payments as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund payments for any of such Bonds in any year. In the event of a redemption occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund payment is due, the foregoing recalculation shall not be made to mandatory sinking fund payments due in the Fiscal Year in which such redemption occurs, but shall be made to mandatory sinking fund payments for the immediately succeeding and subsequent Fiscal Years. The Trustee shall have no duty to revise or verify any recalculation of the mandatory sinking fund payments.

SECTION 6.02. Notice of Redemption. When required to redeem the Bonds under any provision of this Indenture or directed to do so by the Issuer, the Trustee shall cause notice



of the redemption, either in whole or in part, to be mailed at least thirty (30) days prior to the redemption date to all Owners of Bonds to be redeemed (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses. Such notice shall be given in the name of the Issuer, shall be dated, shall set forth the Bonds Outstanding which shall be called for redemption and shall include, without limitation, the following additional information:

- (a) the redemption date;
- (b) the Redemption Price;
- (c) except as otherwise provided in Section 2.01 hereof when the Lender is the registered owner of the Bonds, that on a redemption or date when the Bonds are being redeemed in whole the Redemption Price will become due and payable without surrender of the Bonds called for redemption, and that interest thereon shall cease to accrue from and after said date; and
- (d) if the Lender is not the owner of 100% of the Bonds, the place where such Bonds are to be surrendered for payment of the Redemption Price shall be a corporate trust office of the Trustee.

If at the time of mailing of notice of an optional redemption, the Issuer shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

The Trustee shall not be required to give notice of redemption with respect to any mandatory sinking fund redemption pursuant to Section 6.01(c) hereof.

SECTION 6.03. Payment of Redemption Price. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. Bonds so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

Subject to the terms and provisions of Section 2.01 hereof, payment of the Redemption Price, together with accrued interest, shall be made by the Trustee or Paying Agent to or upon the order of the Owners of the Bonds called for redemption. The Redemption Price of the Bonds to be redeemed, the expenses of giving notice and any other expenses of redemption, shall be paid out of the Fund from which redemption is to be made or by the Issuer.

END OF ARTICLE VI



**ARTICLE VII
COVENANTS OF THE ISSUER**

SECTION 7.01. Power to Issue Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Bonds, to adopt and execute this Indenture, to defease the Refunded Bonds, and to pledge the Pledged Revenues for the benefit of the Bonds. The Pledged Revenues are not and shall not be subject to, nor shall the Issuer create or permit to be created on the Pledged Revenues, any other lien senior to or on a parity with or subordinate to the lien created in favor of the Bonds. The Prior Indenture is superseded by this Indenture, and, from and after the date hereof, the Issuer shall not issue any bonds pursuant to the Prior Indenture. The Bonds and the provisions of this Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by this Indenture and all the rights of the Bondholders under this Indenture against all claims and demands of all other Persons whomsoever.

SECTION 7.02. Payment of Principal and Interest on Bonds. The payment of the principal or Redemption Price of and interest on all of the Bonds issued under this Indenture shall be secured forthwith equally and ratably by a first lien on and pledge of the Pledged Revenues, and Pledged Revenues in an amount sufficient to pay the principal or Redemption Price of and interest on the Bonds authorized by this Indenture and all other amounts owing hereunder are hereby irrevocably pledged to the payment of the principal or Redemption Price of and interest on the Bonds authorized under this Indenture, as the same become due and payable. The Issuer shall promptly pay the interest on and the principal or Redemption Price of every Bond issued hereunder according to the terms thereof, but shall be required to make such payment only out of the Pledged Revenues.

THE BONDS AUTHORIZED UNDER THIS INDENTURE AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, INCLUDING, WITHOUT LIMITATION, THE ORIGINAL PROJECT OR ANY PORTION THEREOF IN RESPECT OF WHICH ANY SUCH BONDS ARE BEING ISSUED, OR ANY PART THEREOF, BUT SHALL CONSTITUTE A LIEN ONLY ON THE PLEDGED REVENUES AS SET FORTH IN THIS INDENTURE. NOTHING IN THE BONDS AUTHORIZED UNDER THIS INDENTURE OR IN THIS INDENTURE SHALL BE CONSTRUED AS OBLIGATING THE ISSUER TO PAY THE BONDS OR THE REDEMPTION PRICE THEREOF OR THE INTEREST THEREON EXCEPT FROM THE PLEDGED REVENUES, OR AS PLEDGING THE FAITH AND CREDIT OF THE ISSUER, THE COUNTY, OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, OR AS OBLIGATING THE ISSUER, THE COUNTY, OR THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR.

SECTION 7.03. Special Assessments; Re-Assessments.

(a) The Issuer shall levy the Special Assessments, and evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax



Collector or the Issuer pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, and Section 7.04 hereof, to the extent and in an amount sufficient to pay Debt Service Requirements on all Outstanding Bonds.

(b) If any Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any such Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Issuer shall have omitted to make such Special Assessment when it might have done so, the Issuer shall either (i) take all necessary steps to cause a new Special Assessment to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (ii) in its sole discretion, make up the amount of such Special Assessment from any legally available moneys, which moneys shall be deposited into the Revenue Fund. In case such second Special Assessment shall be annulled, the Issuer shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

SECTION 7.04. Method of Collection. Special Assessments shall be collected by the Issuer in accordance with the provisions of the Act and Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes thereto, as applicable, in accordance with the terms of this Section. The Issuer shall use the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes thereto (the “Uniform Method”), and to do all things necessary to continue to use the Uniform Method or a comparable alternative method afforded by Section 197.3631, Florida Statutes, unless such method is not available. The Issuer shall enter into or maintain in effect one or more written agreements with the Property Appraiser and the Tax Collector, either individually or jointly (together, the “Property Appraiser and Tax Collector Agreement”) in order to effectuate the provisions of this Section. The Issuer shall use its best efforts to ensure that any such Property Appraiser and Tax Collector Agreement remains in effect for at least as long as the final maturity of Bonds Outstanding under this Indenture. To the extent that the Issuer is not able to collect Special Assessments pursuant to the Uniform Method, the Issuer may elect to collect and enforce Special Assessments pursuant to any available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto. Except as otherwise provided above, the election to collect and enforce Special Assessments in any year pursuant to any one method shall not, unless prohibited by law, preclude the Issuer from electing to collect and enforce Special Assessments pursuant to any other method permitted by law in any subsequent year.

SECTION 7.05. Delinquent Special Assessments. Subject to the provisions of Section 7.04 hereof, if the owner of any lot or parcel of land subject to the Special Assessment shall be delinquent in the payment of any Special Assessment, then such Special Assessment shall be enforced pursuant to the provisions of Chapter 197, Florida Statutes, or any successor statute thereto, including but not limited to the sale of tax certificates and tax deeds as regards such delinquent Special Assessment. In the event the provisions of Chapter 197, Florida Statutes, and any provisions of the Act with respect to such sale are inapplicable by operation of law, then upon the delinquency of any Special Assessment the Issuer shall, to the extent permitted by law, utilize any other method of enforcement as provided by Section 7.04 hereof, including, without limitation, declaring the entire unpaid balance of such Special Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed, pursuant



to the provisions of Section 170.10, Florida Statutes, in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, Florida Statutes, and Sections 190.026 and 170.10, Florida Statutes, or otherwise as provided by law.

SECTION 7.06. Sale of Tax Certificates and Issuance of Tax Deeds; Foreclosure of Special Assessment Liens. If the Special Assessments levied and collected under the Uniform Method described in Section 7.04 are delinquent, then the applicable procedures for issuance and sale of tax certificates and tax deeds for nonpayment shall be followed in accordance with Chapter 197, Florida Statutes and related statutes. Alternatively, if the Uniform Method is not utilized, and if any property shall be offered for sale for the nonpayment of any Special Assessment, and no person or persons shall purchase the same for an amount at least equal to the full amount due on the Special Assessment (principal, interest, penalties and costs, plus attorney's fees, if any), the property may then be purchased by the Issuer for an amount equal to the balance due on the Special Assessment (principal, interest, penalties and costs, plus attorney's fees, if any), and the Issuer shall thereupon receive in its corporate name or in the name of a special purpose entity acting on behalf of the Issuer or the Trustee, the title to the property for the benefit of the Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, shall have the power and shall use its best efforts to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the Revenue Fund. Not less than ten (10) days prior to the filing of any foreclosure action or any sale of tax deed as herein provided, the Issuer shall cause written notice thereof to be mailed to the Owners of the Bonds secured by such delinquent Special Assessments. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the Issuer, it shall give written notice thereof to such Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, agrees that it shall be required to take the measure provided by law for sale of property acquired by it as trustee for the Owners within thirty (30) days after the receipt of a request therefor signed by the Lender.

SECTION 7.07. Books and Records with Respect to Special Assessments. In addition to the books and records required to be kept by the Issuer pursuant to the provisions of Section 7.17 hereof, the Issuer shall keep books and records for the collection of the Special Assessments on the District Lands, which such books, records and accounts shall be kept separate and apart from all other books, records and accounts of the Issuer. The District Manager or the District Manager's designee, at the end of each Fiscal Year, shall prepare a written report setting forth the collections received, the number and amount of delinquencies, the proceedings taken to enforce collections and cure delinquencies and an estimate of time for the conclusion of such legal proceedings. A signed copy of such report shall be furnished to the Lender and the Trustee (solely as a repository of such information) as soon as practicable after such audit shall become available but in no event later than sixty (60) days following the end of the Fiscal Year and shall, upon written request, be mailed to any Owner.

SECTION 7.08. Removal of Special Assessment Liens; Prepayments. The following procedures shall apply in connection with the removal of Special Assessment liens and the receipt of Prepayments.



(a) Any owner of property subject to the Special Assessments may, at its option, require the Issuer to release and extinguish the lien upon its property by virtue of the levy of the Special Assessments by paying to the Issuer the entire amount of the Special Assessment, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to the Special Assessment owned by such owner.

(b) Upon receipt of a Prepayment as described in (a) above, the Issuer shall immediately pay the amount so received to the Trustee along with written notice directing the Trustee to redeem Bonds on the earliest date the Bonds may be redeemed and the Issuer shall take such action as is necessary to record in the official records of the County evidence to the effect that the Special Assessment has been paid and that such Special Assessment lien is thereby released and extinguished. Upon receipt of any such moneys and direction from the Issuer, the Trustee shall immediately deposit the same into the Prepayment Account of the Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 6.01(b) hereof and cause the redemption of Bonds as provided in such direction.

SECTION 7.09. Deposit of Special Assessments. The Issuer covenants to cause any Special Assessments collected or otherwise received by it to be deposited with the Trustee within five (5) Business Days after receipt thereof for deposit into the Revenue Fund (except that amounts received as Prepayments of Special Assessments shall be designated by the Issuer as such upon delivery to the Trustee and shall be deposited directly into the Prepayment Account of the Bond Redemption Fund).

SECTION 7.10. Construction to be on Issuer Lands. The Issuer covenants that no part of any capital project will be constructed on, over or under lands other than (i) lands good and marketable title to which is owned by the Issuer or other appropriate entity in fee simple, (ii) lands on, over or under which the Issuer or other appropriate entity shall have acquired perpetual easements for the purposes of such capital project, or (iii) lands, including public streets and highways, the right to the use and occupancy of which for such purposes shall be vested in the Issuer or other appropriate entity by law or by valid franchises, licenses, easements or rights of way or other legally effective permissions or approval.

SECTION 7.11. Maintenance of the Original Project. The Issuer shall maintain the Original Project owned by the Issuer in accordance with the Act and all other applicable federal and State laws, rules and regulations. The Issuer shall maintain the Original Project owned by the Issuer in an efficient and economical manner, shall at all times maintain the same in good repair and in sound operating condition and shall make all necessary repairs, renewals and replacements.

SECTION 7.12. Observance of and Compliance with Valid Requirements. The Issuer shall pay all municipal or governmental charges lawfully levied or assessed upon the Original Project or any part thereof or upon any revenues when the same shall become due, and the Issuer shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Original Project. The Issuer shall not create or suffer to be



created any lien or charge upon the Original Project or upon the Pledged Revenues, except the lien and charge of the Bonds on the Pledged Revenues.

SECTION 7.13. Payment of Operating or Maintenance Costs by State or Others.
The Issuer may permit the United States of America, the State, or any of their agencies, departments or political subdivisions to pay all or any part of the cost of maintaining, repairing and operating the Original Project out of funds other than Pledged Revenues.

SECTION 7.14. Public Liability and Property Damage Insurance; Maintenance of Insurance; Use of Insurance and Condemnation Proceeds.

(a) Except as otherwise provided in subsection (d) of this Section, the Issuer will carry or cause to be carried, in respect of the Original Project, comprehensive general liability insurance (covering bodily injury and property damage) issued by one or more insurance companies authorized and qualified to do business under the laws of the State, in such amounts as is customary for similar operations, or as is more specifically set forth hereinbelow.

(b) At all times, to the extent commercially available, the Issuer shall maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the District Manager determines will afford adequate protection against loss caused by damage to or destruction of any component of the Original Project owned by the Issuer. Limits for such coverage will be subject to the Consulting Engineer's recommendations which are to be provided in an annual report, as required by Section 7.21 hereof. The Issuer shall also, at all times, maintain a practical comprehensive general liability insurance program with respect to the Original Project for such coverage, with such reasonable terms, conditions, provisions and costs as the District Manager determines will afford adequate protection against bodily injury and property damage.

All insurance policies of the Issuer relating to the Original Project shall be carried with companies authorized to do business in the State, with a Best rating of no less than "A" as to management and Class "V" as to financial strength; provided, however, that if, in the opinion of the District Manager, adequate insurance protection under reasonable terms, conditions, provisions and cost cannot be purchased from an insurance company with the above-designated ratings, then the District Manager, on behalf of the Issuer, may secure such insurance protection as the Issuer determines to be in its best interests and otherwise consistent with this Indenture; provided further, however, that the Issuer may act as a self-insurer in accordance with the requirements of subsection (d) hereof. All policies providing the insurance coverages required by this Section shall designate the Issuer as the loss-payee and shall be made payable to the Issuer.

(c) All proceeds received by the Issuer from property damage or destruction insurance and all proceeds received from the condemnation of the Original Project or any part thereof are hereby pledged by the Issuer as security for the Bonds and shall be, with the written consent of the Lender, used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds.



(d) The Issuer, with the written consent of the Lender, shall be entitled to provide all or a portion of the insurance coverage required by subsections (a) and (b) of this Section through Qualified Self Insurance, provided that the requirements hereinafter set forth in this subsection (d) are satisfied. "Qualified Self Insurance" means insurance maintained through a program of self-insurance or insurance maintained with a company or association in which the Issuer has a material interest or of which the Issuer has control, either singly or with others.

Prior to participation in any plan of Qualified Self Insurance not currently in effect, the Issuer shall deliver to the Lender (i) a copy of the proposed plan, and (ii) from the District Manager, an evaluation of the proposed plan together with an opinion to the effect that (A) the proposed Qualified Self Insurance plan will provide the coverage required by subsections (a) and (b) of this Section, and (B) the proposed Qualified Self Insurance plan provides for the creation of actuarially sound reserves.

Each plan of Qualified Self Insurance shall be in written form, shall provide that upon the termination of such plan reserves will be established or insurance acquired in amounts adequate to cover any potential retained liability in respect of the period of self-insurance, and shall be reviewed annually by the District Manager or registered actuary who shall deliver to the Issuer a report on the adequacy of the reserves established thereunder in light of claims made. If the District Manager or registered actuary determines that such reserves are inadequate in light of the claims made, he shall make recommendations as to the amount of reserves that should be established and maintained, and the Issuer shall comply with such recommendations unless it can establish to the satisfaction of the Lender that such recommendations are unreasonable in light of the nature of the claims or the history of recovery against the Issuer for similar claims. A copy of each Qualified Self Insurance plan and of each annual report thereon shall be delivered to the Trustee and the Lender.

(e) Copies of all recommendations and approvals made by the Consulting Engineer under the provisions of this Section shall be filed with the District Manager and the Lender.

Within the first six (6) months of each Fiscal Year the District Manager shall file with the Lender, or if the Lender is not the Owner of the Bonds, the other owners of the Bonds, a complete report of the status of the insurance coverages relating to the Original Project or any portion thereof, such report to include, without being limited thereto, a schedule of all insurance policies required by this Indenture which is then in effect, stating with respect to each policy the name of the insurer, the amount, number and expiration date, and the hazards and the risks covered thereby. The Trustee shall have no duty to require the filing of such documents or to determine compliance by the Issuer with the requirements of this Section.

SECTION 7.15. Collection of Insurance Proceeds. Copies of all insurance policies referred to in Section 7.14 of this Article shall be available at the offices of the Issuer at all reasonable times to the inspection of the Owner and its agents and representatives duly authorized in writing. The Issuer covenants that it will take such action as may be necessary to demand, collect and sue for any insurance money which may become due and payable under any policy of insurance required under this Indenture, whether such policy is payable to the Issuer or to the Trustee. The Trustee is hereby authorized in its own name to demand, collect, sue and



receive any insurance money which may become due and payable under any policies payable to it.

Any appraisal or adjustment of any loss or damage under any policy of insurance required under this Indenture, whether such policy is payable to the Issuer or to the Trustee, and any settlement or payment of indemnity under any such policy which may be agreed upon by the Issuer and any insurer shall be evidenced by a certificate, signed by the District Manager approved by the Consulting Engineer, and filed with the Lender. The Trustee shall in no way be liable or responsible for the collection of insurance moneys in case of any loss or damage.

SECTION 7.16. Use of Revenues for Authorized Purposes Only. None of the Pledged Revenues shall be used for any purpose other than as provided in this Indenture and no contract or contracts shall be entered into or any action taken by the Issuer or the Trustee which will be inconsistent with the provisions of this Indenture.

SECTION 7.17. Books and Records; Annual Financial Statements. The Issuer shall keep proper books of record and account and annual financial statements in accordance with Generally Accepted Accounting Principles consistently applied and consistent with the provisions of this Indenture (separate from all other records and accounts), and which, together with all other books and records of the Issuer, including, without limitation, insurance policies, relating to the Original Project, shall at all times be subject during regular business hours to the inspection of the Lender.

The Issuer shall file with the Lender annually within 270 days after the close of each Fiscal Year, commencing with the Fiscal Year ending on September 30, 2023, its audited financial statements described in Section 7.22 hereof accompanied by a certificate of a Responsible Officer setting forth (i) a description in reasonable detail of the insurance then in effect pursuant to the requirements of Section 7.14 hereof and that the Issuer has complied in all respects with such requirements, (ii) whether during such year any material part of the Original Project has been damaged or destroyed and, if so, the amount of insurance proceeds covering such loss or damage and specifying the Issuer's reasonable and necessary replacement costs, and (iii) whether or not to the knowledge of the signatory, the Issuer is in default with respect to any of the covenants, agreements or conditions on its part contained in this Indenture, and if so, the nature of such default.

The report, statements and other documents required to be furnished by the Issuer to the Trustee pursuant to any provisions of this Indenture shall be provided by the Issuer electronically to the Lender.

SECTION 7.18. Reserved.

SECTION 7.19. Employment of Certified Public Accountant. The Issuer shall employ or cause to be employed as required a Certified Public Accountant to perform auditing functions and duties required by the Act and this Indenture.

SECTION 7.20. Establishment of Fiscal Year, Annual Budget. The Issuer has established a Fiscal Year beginning October 1 of each year and ending September 30 of the following year. The reports and budget of the Issuer shall relate to such Fiscal Year unless and



until, in accordance with applicable law, a different Fiscal Year is established by Certified Resolution of the Issuer and a copy of such Certified Resolution is filed with the Lender.

On or before the first day of each Fiscal Year the Issuer shall adopt a final Annual Budget in accordance with the Act and shall supply a copy of such budget within sixty (60) days upon the approval thereof to the Lender and to any other Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose. If for any reason the Issuer shall not have adopted the Annual Budget on or before the first day of any Fiscal Year, the Annual Budget for the preceding Fiscal Year shall, until the adoption of the new Annual Budget, be deemed in force for the ensuing Fiscal Year. The Issuer may at any time adopt an amended or supplemental Annual Budget for the remainder of the current Fiscal Year, and when such amended or supplemental Annual Budget is approved it shall be treated as the official Annual Budget under this Indenture. A copy of the Annual Budget shall be filed, on or before October 1 of each Fiscal Year commencing on October 1, 2023 for the Fiscal Year beginning October 1, 2023, delivered electronically via e-mail by the Issuer to the Lender and to any other Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 7.21. Employment of Consulting Engineer; Consulting Engineer's Report.

(a) The Issuer shall, for the purpose of performing and carrying out the duties imposed on the Consulting Engineer by this Indenture and as required under the Act, employ one or more Independent engineers or engineering firms or corporations having a statewide and favorable repute for skill and experience in such work.

(b) The Issuer shall cause the Consulting Engineer to make an inspection of the portions of the Original Project and any other capital assets owned by the Issuer at least once in each Fiscal Year and, on or before the first day of July in each Fiscal Year, to submit to the Board a report setting forth (i) its findings as to whether such portions of the Original Project and any other capital assets owned by the Issuer have been maintained in good repair, working order and condition, and (ii) its recommendations as to:

(i) the proper maintenance, repair and operation of the Original Project and any other capital assets owned by the Issuer during the ensuing Fiscal Year and an estimate of the amount of money necessary for such purposes; and

(ii) the insurance to be carried under the provisions of Section 7.14 hereof and the amount that should be set aside monthly for the purpose of paying insurance premiums which fall due less often than monthly.

Promptly after the receipt of such reports by the Issuer, copies thereof shall be filed with the Trustee and mailed by the Issuer to the Lender, and to all other Bondholders who shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 7.22. Audit and Other Reports. The Issuer covenants that after the end of each Fiscal Year, it will cause an audit to be made by a Certified Public Accountant covering all receipts and moneys then on deposit with or in the name of the Trustee or the Issuer and any



security held therefor and any investments thereof. On or before June 30, of each year for the Fiscal Year ending on the preceding September 30, commencing June 30, 2024 for the Fiscal Year ending September 30, 2023, copies of such audit reports shall be filed with the District Manager and the Secretary of the Board, and mailed or delivered electronically via e-mail by said Secretary to the Lender and to all other Bondholders who shall have filed their names and addresses with him for such purpose. If the material required to be in such reports also appears in the annual report of the Issuer provided for in Section 7.17 hereof in a manner that can be readily identified, then the filing of a copy of such annual audit shall satisfy the requirement of this Section 7.22. The Issuer shall also provide such other information (financial or otherwise) from time to time requested by the Lender.

SECTION 7.23. Information to Be Filed. The Issuer shall cause to be kept on file at the offices of the District Manager at all times copies of the schedules of the Special Assessments. The Issuer shall keep accurate records and books of account and shall have a complete audit of such records and accounts made annually by a Certified Public Accountant, as provided in Section 7.22 hereof. A signed copy of said audit shall be furnished to the Lender as soon as practicable after such audit shall become available.

SECTION 7.24. Covenant Against Sale or Encumbrance; Exceptions. The Issuer covenants that, except as in this Section permitted, it will not sell, lease or otherwise dispose of or encumber the Original Project. The Issuer may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of the Prior Bonds if the District Manager shall determine, with the approval of the Consulting Engineer, that such items are no longer needed or are no longer useful in connection with the maintenance and operation of the Original Project, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or, at the written direction of the Issuer shall be deposited to the credit of the Revenue Fund.

Upon any sale of property relating to the Original Project, the aggregate of which in any thirty (30) day period exceeds Fifty Thousand Dollars (\$50,000) under the provisions of this Section, the Issuer shall provide written notice to the Trustee and the Lender of the property so sold and the amount and disposition of the proceeds thereof.

The Issuer may lease or grant easements, franchises or concessions for the use of any part of the Original Project not incompatible with the maintenance and operation thereof, if Bond Counsel and the Consulting Engineer shall approve such lease, easement, franchise or concession in writing, and the net proceeds of any such lease, easement, franchise or concession (after the making of provision for payment from said proceeds of all costs incurred in financing, constructing, operating, maintaining or repairing such leases, easements, franchises or concessions) shall be deposited as received to the credit of the Revenue Fund.

SECTION 7.25. No Loss of Lien on Pledged Revenues. The Issuer shall not do or omit to do, or suffer to be done or omit to be done, any matter or thing whatsoever whereby the lien of the Bonds on the Pledged Revenues or any part thereof, or the priority thereof, would be lost or impaired; provided, however, that this Section shall not prohibit the Trustee from transferring moneys to the Rebate Fund held by the Trustee in the manner provided herein.



SECTION 7.26. Compliance With Other Contracts and Agreements. The Issuer shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the Issuer entered into in connection with the Original Project and the issuance of the Bonds.

SECTION 7.27. Issuance of Additional Obligations. Except as provided below, without the express written consent of the Lender, which may be given at the sole discretion of the Lender, the Issuer shall not issue any obligations other than the Bonds payable from the Pledged Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge, payable from Pledged Revenues whether such other obligations are on a parity or subordinate basis with the Bonds. Notwithstanding the foregoing, the Issuer may issue additional bonds, not secured by the Special Assessments, if determined necessary for health or safety reasons or to mitigate any damage caused by any national disaster.

SECTION 7.28. Extension of Time for Payment of Interest Prohibited. The Issuer shall not directly or indirectly extend or assent to an extension of time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any arrangement therefor by purchasing or funding or in any manner keeping alive any such claim for interest; no claim for interest which in any way, at or after maturity, shall have been transferred or pledged apart from the Bonds to which it relates or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the Issuer, shall be entitled, in case of a default hereunder, to any benefit or security under this Indenture except after the prior payment in full of the principal of all Bonds and claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

SECTION 7.29. Further Assurances. The Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Indenture.

SECTION 7.30. Use of Bond Proceeds to Comply with Internal Revenue Code. The Issuer covenants to the Holders of the Bonds that it will not make or direct the making of any investment or other use of the proceeds of any Bonds issued hereunder which would cause such Bonds to be “arbitrage bonds” as that term is defined in Section 148 (or any successor provision thereto) of the Code or “private activity bonds” as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code sections and related regulations throughout the term of such Bonds. The Issuer hereby further covenants and agrees to comply with the procedures and covenants contained in any arbitrage rebate agreement executed in connection with the issuance of the Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

SECTION 7.31. Corporate Existence and Maintenance of Properties. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the Issuer shall maintain its corporate existence as a local unit of special purpose government as a community development district under the Act and shall provide for or otherwise require the Original Project, and all parts thereof owned by the Issuer to be (a) continuously operated, repaired,



improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

SECTION 7.32. New Special Assessment Proceedings. If as a result of an Adjustment Event the current level of Special Assessments being levied by the Issuer would not be sufficient to pay the Debt Service Requirements of the Bonds, the Issuer shall take all actions within its control to conduct new assessment proceedings under Chapter 170 Florida Statutes relating to the Original Project so that the Special Assessments will be sufficient to pay the Debt Service Requirements on the Bonds, including any amounts due and owing. Notwithstanding the foregoing, if the Issuer attempts to conduct new assessment proceedings but is advised by its methodology consultant in writing (with a copy to the Lender) that there is not sufficient special benefit from the Original Project to support a greater level of Special Assessments than in effect prior to the Adjustment Event, then such option shall not be exercised. If the Issuer elects not to take action to conduct new assessment proceedings as described above or is unable to increase the Special Assessments, the Bonds, in whole or in part, shall, at the direction of the Lender, become immediately subject to extraordinary mandatory redemption pursuant to Section 6.01(b) hereof.

SECTION 7.33. Tax Audits and Determination of Taxability. The Issuer hereby covenants and agrees:

(a) to give prompt written notice to the Lender and the Trustee if and when the Issuer receives notice of, or becomes aware of, any inquiry, audit, investigation or other proceeding of the IRS (or any other government agency exercising the same or a substantially similar function from time to time) with respect to the Bonds;

(b) to give prompt written notice to the Lender and the Trustee if and when the Issuer receives notice of, or becomes aware of, any determination, whether preliminary or final, by the IRS (or any other government agency exercising the same or a substantially similar function from time to time) that the District, or any Florida community development district or other entity substantially similar to the Issuer, is not a political subdivision for purposes of Section 103(a) of the Code;

(c) if, following its receipt of such notice set forth in (b) above, the Lender so requests the Issuer in writing, the Issuer shall, at the Issuer's sole cost and expense, use its best efforts to obtain either (i) a final, non-appealable ruling from a court of competent jurisdiction or (ii) a determination letter issued to or on behalf of the Issuer by the Commissioner of the IRS or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the IRS (or any other government official exercising the same or a substantially similar function from time to time), in either case to the effect that the Issuer is a political subdivision for the purposes of Section 103(a) of the Code; and

(d) in the event the Lender receives any notice from the IRS that interest on the Bonds is taxable because the District is not a political subdivision for purposes of Section 103(a) of the Code, the Issuer shall, upon written request thereof from the Lender, use its best efforts, at the Issuer's sole cost and expense, to obtain either (i) a final, non-appealable ruling



from a court of competent jurisdiction or (ii) a determination letter issued to or on behalf of the Issuer by the Commissioner of the IRS or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the IRS (or any other government official exercising the same or a substantially similar function from time to time), in either case to the effect that the Issuer is a political subdivision for the purposes of Section 103(a) of the Code and that, therefore, interest on the Bonds is exempt from federal income taxation.

The covenants set forth in this Section 7.33 shall survive the payment in full of the Bonds. Notwithstanding the covenants of the Issuer set forth in paragraphs (c) and (d) of this Section 7.33, the Lender recognizes that the best efforts of the Issuer does not mean assurances can be given that the IRS will change its position.

SECTION 7.34. Role of Lender. The Issuer acknowledges that the transaction contemplated hereby is an arm's length, commercial transaction between the Issuer and the Lender in which: (a) the Lender is acting solely as a principal (i.e., as a lender); (b) the Lender is not acting as a municipal advisor or financial advisor to the Issuer; (c) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Issuer with respect to such transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the Issuer on other matters); (d) the only obligations the Lender has to the Issuer with respect to such transaction are set forth in this Indenture; and (e) the Lender is not recommending that the Issuer take an action with respect to this transaction, and before taking any action with respect hereto, the Issuer has discussed this transaction with its own legal, accounting, tax, financial and other advisors, as it deems appropriate.

END OF ARTICLE VII



**ARTICLE VIII DISTRICT LAN
EVENTS OF DEFAULT AND REMEDIES**

SECTION 8.01. Events of Default and Remedies. Events of default and remedies with respect to the Bonds shall be as set forth in this Indenture.

SECTION 8.02. Events of Default Defined. Each of the following shall be an “Event of Default” under this Indenture, with respect to the Bonds:

(a) if payment of any installment of interest on any Bond is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Bond is not made when it becomes due and payable at maturity or upon call or presentation for redemption to the extent required herein; or

(c) if the Issuer, for any reason, is rendered incapable of fulfilling its obligations under this Indenture, or under the Act; or

(d) if the Issuer proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the Issuer or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Issuer and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the Issuer defaults in the due and punctual performance of any other covenant in this Indenture or in any Bond issued pursuant to this Indenture and such default continues for thirty (30) days (the “Cure Period”) after the earlier of (i) the date the Issuer had received actual notice of such default or (ii) the date written notice requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Lender; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within the Cure Period, no Event of Default shall be deemed to have occurred or exist if, and so long as the Issuer shall commence such performance within the Cure Period and shall diligently and continuously prosecute the same to completion, but in no event shall the Cure Period be longer than sixty (60) days in the aggregate.

For as long as an Event of Default under this Section 8.02 has occurred and is continuing, the Bonds shall bear interest at the Default Rate. In the event the Issuer cures any Event of Default under this Section 8.02, the interest rate on the Bonds shall return to the Initial Interest Rate or the Taxable Rate, as applicable. If any payment due on the Bonds is not received by the Lender when due, the Lender, in its sole discretion, may charge a Late Fee.

SECTION 8.03. Notice of Defaults. The Issuer shall within five (5) days after it acquires knowledge thereof, notify the Owner in writing at its notice address provided in Section



13.06 hereof (a) of any change in any material fact or circumstance represented or warranted by the Issuer in this Indenture or in connection with the issuance of the Bonds and (b) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Owner, with such written notice, a detailed statement by a responsible officer of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Owner, such date shall not in any way modify the date of occurrence of the actual Event of Default.

SECTION 8.04. No Acceleration. No Bonds issued under this Indenture shall be subject to acceleration.

SECTION 8.05. Legal Proceedings by Trustee; Co-Equal Lien Status. If any Event of Default with respect to the Bonds has occurred and is continuing, the Trustee shall, at the written direction of the Lender, if it is the sole Owner of the Bonds, or if the Lender is not the sole Owner of the Bonds, the Trustee may, in its discretion, and upon the written request of the Holders of not less than a majority of the aggregate principal amount of the Outstanding Bonds and receipt of indemnity to its satisfaction shall, in its own name:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Bonds, including, without limitation, the right to require the Issuer to carry out any agreements with, or for the benefit of, the Bondholders of the Bonds and to perform its or their duties under the Act;

(b) bring suit upon the Bonds;

(c) by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Holders of the Bonds;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds; and

(e) by other proceeding in law or equity, exercise all rights and remedies available at law or in equity or as provided for by any other document or instrument securing such Bonds.

SECTION 8.06. Discontinuance of Proceedings by Trustee. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, the Issuer, the Trustee, the Paying Agent, and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

SECTION 8.07. Bondholders May Direct Proceedings. Subject to Section 8.08 hereof and the rights of the owners of the Bonds, the Holders of a majority in aggregate principal amount of the Outstanding Bonds then subject to remedial proceedings under this Article VIII shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under this Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of this Indenture.



SECTION 8.08. Limitations on Actions by Bondholders. No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Holders of at least a majority of the aggregate principal amount of the Outstanding Bonds shall have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity reasonably satisfactory to it against costs, expenses and liabilities, and (d) the Trustee shall have failed to comply with such request within a reasonable time. Notwithstanding the foregoing, if the Lender is the only Bondholder, the Lender shall have the right, upon written notice to the Trustee, to pursue any remedy hereunder, or available to it at law or in equity, in its name and the Trustee shall have no liability or responsibility for the exercise of any remedies by the Lender.

SECTION 8.09. Trustee May Enforce Rights Without Possession of Bonds. All rights under this Indenture and the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Holders of the Bonds.

SECTION 8.10. Remedies Not Exclusive. Except as limited under Section 13.01 of this Indenture, no remedy contained in this Indenture is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 8.11. Delays and Omissions Not to Impair Rights. No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default, and every remedy given by this Article VIII may be exercised from time to time and as often as may be deemed expedient.

SECTION 8.12. Application of Moneys in Event of Default. Any moneys held by the Trustee or received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under this Article VIII with respect to the Bonds shall be applied in the following order of priority:

FIRST: to the payment of the costs of the Trustee and Paying Agent incurred in connection with actions taken under this Article VIII with respect to the Bonds, including counsel fees and any disbursements of the Trustee and the Paying Agent and payment of unpaid fees and expenses owed to the Trustee;

SECOND: to the payment of the costs of the Lender incurred in connection with actions taken under this Article VIII with respect to the Bonds, including counsel fees and any disbursements of Lender;

THIRD: to payment of all installments of interest then due on the Bonds at the applicable rate or rates in the order of maturity of such installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons



entitled thereto, without any preference or priority of one installment of interest over any other installment; and

FOURTH: to payment to the persons entitled thereto of the unpaid principal or Redemption Price of any of the Bonds which shall have become due in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal or Redemption Price coming due on such Bonds on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, and any other amounts due on such Bonds to the persons entitled thereto without any preference or priority of one such Bond over another or of any installment of interest over another.

Any surplus remaining after the payments described above shall be paid to the Issuer or to the Person lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

SECTION 8.13. Trustee's Right to Receiver; Compliance with Act. The Trustee shall be entitled as of right to the appointment of a receiver and the Trustee, the Bondholders and any receiver so appointed shall have such rights and powers and be subject to such limitations and restrictions as are contained in the Act and other applicable law of the State.

SECTION 8.14. Trustee and Bondholders Entitled to all Remedies under Act. It is the purpose of this Article, to provide such remedies to the Trustee and Bondholders as may be lawfully granted under the provisions of the Act and other applicable laws of the State; if any remedy herein granted shall be held unlawful, the Trustee and the Bondholders shall nevertheless be entitled to every other remedy provided by the Act and other applicable laws of the State. It is further intended that, insofar as lawfully possible, the provisions of this Article VIII shall apply to and be binding upon any receiver appointed in accordance with Section 8.13 hereof.

END OF ARTICLE VIII



ARTICLE IX
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 9.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article IX, to all of which the parties hereto and the Bondholders agree. The Trustee shall act as Trustee for the Bonds under this Indenture. Prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, and subject to the provisions of Section 9.03 hereof, the Trustee shall have only such duties as are expressly set forth herein, and no duties shall be implied on the part of the Trustee. Subject to the provisions of Section 9.03 hereof, the Trustee shall have only such duties as are expressly set forth herein, and no duties shall be implied on the part of the Trustee. During the existence of any Event of Default, the Trustee shall exercise the rights, duties and powers vested in it with the same degree of skill and care as a prudent person would exercise or use under the circumstances in the conduct of their own affairs; provided, however, that if the Lender has elected to exercise remedial rights or otherwise instructed the Trustee not to exercise remedial rights, the Trustee's duties shall be governed by the immediately preceding sentence and not the prudent person standard. The permissive rights of the Trustee to act as enumerated in this Indenture shall not be construed as a duty upon the Trustee.

SECTION 9.02. No Responsibility for Recitals. The recitals, statements and representations in this Indenture or in the Bonds, save only the Trustee's Certificate, if any, upon the Bonds, have been made by the Issuer and not by the Trustee and the Trustee shall be under no responsibility for the correctness thereof. The Trustee shall not be responsible for the validity of the execution by the Issuer of this Indenture or of any supplements hereto, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements made herein on the part of the Issuer.

SECTION 9.03. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel concerning all questions hereunder; the Trustee shall not be answerable for the default or misconduct of any attorney or agent selected and supervised by it with reasonable care, and the advice or opinion of counsel selected by it with reasonable care shall be full and complete authorization and protection in respect to any action taken or omitted by it hereunder. The Trustee shall not be answerable for the exercise of any discretion or power under this Indenture nor for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct or breach of its obligations hereunder. The Trustee shall not be liable for any error of judgment made in good faith, unless it has been proven that the Trustee was negligent in ascertaining the pertinent facts. The Trustee shall have no liability for any action or refraining from action if at the direction of the Lender or a majority of the beneficial owners of the Bonds.

SECTION 9.04. Compensation and Indemnity. The Issuer shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall, to the extent permitted by law, indemnify, defend, protect and hold the



Trustee harmless against any liabilities, losses, damages, costs and expenses (“Losses”) which it may incur in the proper exercise and performance of its powers and duties hereunder, except with respect to Losses caused by the Trustee’s negligence or willful misconduct. If the Issuer defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys coming into its hands and payable to the Issuer but exclusive of the Rebate Fund, which right of payment shall be prior to the right of the holders of the Bonds. The provisions of this Section 9.04 shall survive the termination of this Indenture and, as to any Trustee, its removal or resignation as Trustee.

SECTION 9.05. No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the Issuer to require or effect or renew insurance or to report or file claims of loss thereunder.

SECTION 9.06. Notice of Default; Right to Investigate. The Trustee shall give written notice by first-class mail to registered Holders of the Bonds of all defaults known to the Trustee, unless such defaults have been remedied (the term “defaults” for purposes of this Section and Section 9.07 being defined to include the events specified as “Events of Default” in Article VIII hereof, but not including any notice or periods of grace provided for therein); provided that other than when the Lender owns any of the Bonds, except in the case of a default in payment of principal or interest or Redemption Price, the Trustee may withhold such notice so long as it in good faith determines that such withholding is in the interest of the Bondholders. The Trustee shall not be deemed to have notice of any default other than a payment default under this Indenture, unless notified in writing of such default by the Lender if the Owner of the Bonds or if not the Owner of the Bonds by the Holders of at least a majority of the aggregate principal amount of the Outstanding Bonds. The Trustee may, however, at any time require of the Issuer full information as to the performance of any covenant hereunder, and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the Issuer, an investigation into the affairs of the Issuer. The Lender may take all actions hereunder that the trustee is authorized to take, if the Trustee does not take action or refuses to take action without indemnity.

SECTION 9.07. Obligation to Act on Defaults. Unless (i) requested in writing to do so by the Holders of at least a majority of the aggregate principal amount of the Outstanding Bonds which are or would be, upon the taking of such action, subject to remedial proceedings under Article VIII of this Indenture, and (ii) it is furnished with indemnity satisfactory to it, the Trustee shall be under no obligation to take any action in respect of any default or otherwise. No provision of this Indenture or the Bonds shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, except to give notice of default as required under the Indenture. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

SECTION 9.08. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, facsimile transmission, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed, signed or given by the persons purporting to be authorized (which in the case of the Issuer shall be a Responsible Officer) or to have been prepared and



furnished pursuant to any of the provisions of this Indenture; the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

SECTION 9.09. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholders may be entitled to take with like effect as if the Trustee were not a party to this Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Issuer; provided, however, that if the Trustee determines that any such relation is in conflict with its duties under this Indenture, it shall eliminate the conflict or resign as Trustee.

SECTION 9.10. Construction of Ambiguous Provisions. The Trustee may construe any ambiguous or inconsistent provisions of this Indenture, and except as otherwise provided in Article XI of this Indenture, any construction by the Trustee shall be binding upon the Bondholders. The Trustee shall give prompt notice to the Issuer and the Lender of any intention to make such construction.

SECTION 9.11. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Indenture by written resignation filed with the Secretary of the Issuer not less than sixty (60) days before the date when such resignation is to take effect. Notice of such resignation shall be sent by first-class mail to each Bondholder as its name and address appears on the Bond Register and to any Paying Agent, Registrar, and Authenticating Agent at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing, such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within ninety (90) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed.

SECTION 9.12. Removal of Trustee. The Trustee may be removed at any time by either (a) the Issuer, if no default exists under this Indenture, or (b) an instrument or concurrent instruments in writing, executed by the Owners of at least a majority of the aggregate principal amount of the Bonds then Outstanding and filed with the Issuer. A photographic copy of any instrument or instruments filed with the Issuer under the provisions of this paragraph, duly certified by a Responsible Officer, shall be delivered promptly by the Issuer to the Trustee and to any Paying Agent, Registrar and Authenticating Agent.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Holders of not less than a majority of the aggregate principal amount of the Bonds then Outstanding.

SECTION 9.13. Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the



control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Issuer shall appoint a successor and shall mail notice of such appointment by first-class mail to each Bondholder as its name and address appear on the Bond Register, and to the Paying Agent, Registrar, Authenticating Agent. If at the time of such appointment the Lender is the only Bondholder, such appointment shall be subject to the written consent of the Lender. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation or removal as the date when such resignation or removal was to take effect, the Lender, if the Owner of the Bonds or if the Lender is not the Owner of the Bonds, then by the Holders of a majority in aggregate principal amount of all Bonds then Outstanding may appoint a successor Trustee.

SECTION 9.14. Qualification of Successor. A successor Trustee shall be a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

SECTION 9.15. Instruments of Succession. Except as provided in Section 9.16 hereof, any successor Trustee shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder and thereupon, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder, after deducting all amounts owed to the Trustee, shall pay over to the successor Trustee all moneys held by it hereunder and, upon request of the successor Trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument or instruments prepared by the Issuer transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the predecessor Trustee, except for its rights under Section 9.04 hereof.

SECTION 9.16. Merger of Trustee. Any corporation, entity or purchaser into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation, entity or purchaser resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or any corporation, entity or purchaser which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Trustee under this Indenture, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation continuing to act as Trustee hereunder shall meet the requirements of Section 9.14 hereof, and if such corporation, entity or purchaser does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article IX. The Trustee may not resign as the Paying Agent or the Registrar without resigning as Trustee.

SECTION 9.17. Extension of Rights and Duties of Trustee to Paying Agent and Registrar. The provisions of Sections 9.02, 9.03, 9.04, 9.08, 9.09, 9.10, 9.16 and 9.24 hereof are hereby made applicable to the Paying Agent and the Registrar, as appropriate, and any Person serving as Paying Agent and/or Registrar, hereby enters into and agrees to comply with the covenants and agreements of this Indenture applicable to the Paying Agent and Registrar, respectively.



SECTION 9.18. Resignation of Paying Agent or Registrar. The Paying Agent or Registrar may resign and be discharged of the duties created by this Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the Issuer, the Trustee, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation not less than three (3) weeks prior to such resignation date to any other Bondholders, mailed to their addresses as such appear in the Bond Register. Such resignation shall take effect on the date specified in such instrument and notice, but only if a successor Paying Agent or Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Registrar. If the successor Paying Agent or Registrar shall not have been appointed within a period of ninety (90) days following the giving of notice, then the Paying Agent or Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent or Registrar as provided in Section 9.22 hereof.

SECTION 9.19. Removal of Paying Agent or Registrar. The Paying Agent or Registrar may be removed at any time prior to any Event of Default by the Issuer by filing with the Paying Agent or Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by the Issuer appointing a successor, or an instrument or instruments in writing designating, and accompanied by an instrument or appointment by the Issuer of, such successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent or Registrar appointed hereunder shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder.

SECTION 9.20. Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Registrar, as the case may be, and a successor shall be appointed by the Issuer; and in case at any time the Paying Agent or Registrar shall resign, then a successor shall be appointed by the Issuer. After any such appointment, notice of such appointment shall be given by the Issuer to the predecessor Paying Agent or Registrar, the successor Paying Agent or Registrar, the Trustee and all Bondholders. Any new Paying Agent or Registrar so appointed shall immediately, and without further act, supersede the predecessor Paying Agent or Registrar. If at the time of such appointment the Lender is the only Bondholder, such appointment shall be subject to the written consent of the Lender.

SECTION 9.21. Qualifications of Successor Paying Agent or Registrar. Every successor Paying Agent or Registrar (a) shall be a commercial bank or trust company (i) duly organized under the laws of the United States or any state or territory thereof, (ii) authorized by law to perform all the duties imposed upon it by this Indenture and (iii) capable of meeting its obligations hereunder, and (b) shall have a combined net capital and surplus of at least \$50,000,000.



SECTION 9.22. Judicial Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall resign and no appointment of a successor Paying Agent or Registrar shall be made pursuant to the foregoing provisions of this Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent or Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent or Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent or Registrar. Notice of such appointment shall be given by the successor registrar or Paying Agent to the Issuer, the Trustee and all Bondholders. In the absence of such an appointment, the Trustee shall become the Registrar or Paying Agent, or and shall so notify the Issuer and all Bondholders.

SECTION 9.23. Acceptance of Duties by Successor Paying Agent or Registrar. Any successor Paying Agent or Registrar shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Registrar herein. Upon request of such Paying Agent or Registrar, such predecessor Paying Agent or Registrar and the Issuer shall execute and deliver an instrument transferring to such successor Paying Agent or Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Registrar and such predecessor Paying Agent or Registrar shall pay over and deliver to the successor Paying Agent or Registrar all moneys and other assets at the time held by it hereunder.

SECTION 9.24. Successor by Merger or Consolidation. Any corporation, entity or purchaser into which any Paying Agent or Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation, entity or purchaser resulting from any merger or consolidation to which any Paying Agent or Registrar hereunder shall be a party, or any corporation, entity or purchaser which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Paying Agent or Registrar under this Indenture without the execution or filing of any paper or any further act on the part of the parties thereto, anything in this Indenture to the contrary notwithstanding.

END OF ARTICLE IX



ARTICLE X
ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS

SECTION 10.01. Acts of Bondholders; Evidence of Ownership of Bonds. Any action to be taken by Bondholders may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Bondholders in person or by an agent appointed in writing. The fact and date of the execution by any person of any such instrument may be provided by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered by the Issuer, Trustee, Paying Agent or Registrar in pursuance thereof.

END OF ARTICLE X



ARTICLE XI
AMENDMENTS AND SUPPLEMENTS

SECTION 11.01. Amendments and Supplements Without Bondholders' Consent.

This Indenture and any Supplemental Indenture may be amended or supplemented, from time to time, with the written consent of the Lender, but without the consent of any other Bondholders, by a Supplemental Indenture authorized by a Certified Resolution of the Issuer filed with the Trustee, for one or more of the following purposes:

(a) to add additional covenants of the Issuer or to surrender any right or power herein conferred upon the Issuer;

(b) to cure any ambiguity or to cure, correct or supplement any defective provision (whether because of any inconsistency with any other provision hereof or otherwise) of this Indenture, in such manner as shall not impair the security hereof or thereof or adversely affect the rights and remedies of the Bondholders;

(c) to provide for the execution of any and all contracts and other documents as may be required in order to effectuate the conveyance of the Original Project and/or other assets of the Issuer to the State, the County, or any department, agency or branch thereof, or any other unit of government of the State; provided, however, that the Issuer shall have caused to be delivered to the Trustee and the Lender an opinion of Bond Counsel stating that such conveyance shall not impair the security hereof or adversely affect the rights and remedies of the Bondholders; and

(d) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190 and 197, Florida Statutes, so long as, in the opinion of counsel to the Issuer, such changes either: (i) do not have an adverse effect on the Holders of the Bonds; or (ii) if such changes do have an adverse effect, that they nevertheless are required to be made as a result of such amendments.

SECTION 11.02. Amendments With Bondholders' Consent. Subject to the provisions of Section 11.03 hereof, this Indenture may be amended from time to time by a Supplemental Indenture approved in writing by the Lender.

SECTION 11.03. Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel. The Trustee is authorized to join in the execution and delivery of any Supplemental Indenture or amendment permitted by this Article XI and in so doing may rely on a written opinion of Counsel delivered by and at the expense of the Issuer that such Supplemental Indenture or amendment is so permitted and has been duly authorized by the Issuer, that all things necessary to make it a valid and binding agreement have been done and on an opinion of Bond Counsel to the effect that such amendment or supplement will not adversely affect the tax-exempt status of the Bonds. The Trustee shall not be obligated to enter into any Supplemental Indenture or amendment that adversely impacts its rights or duties hereunder.

END OF ARTICLE XI



ARTICLE XII DEFEASANCE

SECTION 12.01. Defeasance. When interest on, and principal or Redemption Price (as the case may be) of, the Bonds or any portion thereof to be defeased have been paid, or there shall have been deposited with the Trustee or such other escrow agent designated in a Certified Resolution of the Issuer moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys, remaining uninvested, will provide sufficient moneys to fully pay (i) such Bonds (ii) any other sums payable hereunder by the Issuer, the right, title and interest of the Trustee with respect to the Bonds or portion thereof to be defeased shall thereupon cease, the lien of this Indenture on the Pledged Revenues, and the Funds and Accounts established under this Indenture shall be defeased and discharged, and the Trustee, on demand of the Issuer, shall release this Indenture as to such Bonds or portion thereof to be so defeased and shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall turn over to the Issuer or to such Person, body or authority as may be entitled to receive the same all balances remaining in any Funds and Accounts upon the defeasance in whole of all of the Bonds.

SECTION 12.02. Deposit of Funds for Payment of Bonds. If the Issuer deposits with an escrow agent moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to pay the principal or Redemption Price of the Bonds becoming due, either at maturity or by redemption or otherwise, together with all interest accruing thereon to the date of maturity or such prior redemption, and reimburses or causes to be reimbursed or pays or causes to be paid the other amounts required to be reimbursed or paid under Section 12.01 hereof, interest on such Bonds shall cease to accrue on such date of maturity or prior redemption and all liability of the Issuer with respect to such Bonds shall likewise cease, except as hereinafter provided; provided, however, that (a) if the Bonds are to be redeemed prior to the maturity thereof, notice of the redemption thereof shall have been duly given in accordance with the provisions of Section 6.02 hereof, or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice, and (b) in the event that any Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days following a deposit of moneys with the escrow agent, in accordance with this Section, the Issuer shall have given the escrow agent, in form satisfactory to the escrow agent, irrevocable instructions to mail to the Owners of such Bonds at their addresses as they appear on the Bond Register, a notice stating that a deposit in accordance with this Section has been made with the escrow agent and that the Bonds to which such notice relates are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price (as the case may be) of, and interest on, said Bonds. Thereafter such Bonds shall be deemed not to be Outstanding hereunder and the Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the escrow agent shall hold such funds in trust for such Owners. At the time of the deposit referred to above, there shall be delivered to the escrow agent and Lender a verification from a firm of Independent certified public accountants stating that the principal of and interest on the Defeasance Securities, together with the stated amount of any cash remaining on deposit with the escrow agent, will be sufficient without reinvestment to pay the remaining

principal of, redemption premium, if any, and interest on such defeased Bonds. In addition, Bond Counsel will deliver a defeasance opinion to the Issuer, the Trustee and the Lender.

Money so deposited with the escrow agent which remains unclaimed three (3) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the knowledge of the escrow agent in default with respect to any covenant in this Indenture or the Bonds contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the escrow agent, before making payment to the Issuer, may, at the expense and direction of the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

END OF ARTICLE XII



ARTICLE XIII
MISCELLANEOUS PROVISIONS

SECTION 13.01. Limitations on Recourse. No personal recourse shall be had for any claim based on this Indenture or the Bonds against any member of the Board of the Issuer, officer, employee or agent, past, present or future, of the Issuer or of any successor body as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

The Bonds are payable solely from the Pledged Revenues, and any other moneys held by the Trustee under this Indenture for such purpose. There shall be no other recourse under the Bonds, this Indenture or otherwise, against the Issuer or any other property now or hereafter owned by it.

SECTION 13.02. Payment Dates. In any case where an Interest Payment Date or the maturity date of the Bonds or the date fixed for the redemption of any Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 13.03. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto, and the Holders of the Bonds.

SECTION 13.04. Illegal Provisions Disregarded. If any term of this Indenture or the Bonds or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such terms or provisions to Persons and situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted by law.

SECTION 13.05. Substitute Notice. If for any reason it shall be impossible to make duplication of any notice that may be provided hereby in an Authorized Newspaper, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

SECTION 13.06. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Indenture to be given to or filed with the Issuer, the Lender or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Indenture if and when personally delivered and receipted for, or sent by registered United States mail, return receipt requested, addressed as follows:



(a) As to the Issuer –

Solterra Resort Community Development District
c/o Vesta District Services
250 International Pkwy., Ste. # 208
Lake Mary, FL 32746
Attention: Kyle Darin
Email: kdarin@vestapropertyservices.com

with a copy to:

Kilinski Van Wyk
2016 Delta Blvd., Ste. # 101
Tallahassee, Florida 32303
Attention: Jennifer Kilinski, Esq.
Email: jennifer@cddlwyers.com

(b) As to the Trustee -

U.S. Bank Trust Company, National Association
225 E. Robinson St., Ste. # 250
Orlando, FL 32801
Attention: James Audette
Email: james.audette@usbank.com

(c) As to the Lender -

SouthState Bank, N.A.
200 E. Las Olas Blvd., Suite 1750
Fort Lauderdale, FL 33301
Attention: Noel Daluise
Email: noel.daluise@southstatebank.com

Any of the foregoing may, by notice sent to each of the others, designate a different or additional address to which notices under this Indenture are to be sent.

All documents received by the Trustee under the provisions of this Indenture and not required to be redelivered shall be retained in its possession, subject at all reasonable times to the inspection of the Issuer, any Consultant, any Bondholder and the agents and representatives thereof as evidence in writing.

SECTION 13.07. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee under this Indenture.



SECTION 13.08. WAIVER OF JURY TRIAL. THE ISSUER, THE TRUSTEE AND THE BONDHOLDERS WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS INDENTURE, THE BONDS AND/OR THE PLEDGED REVENUES. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE ISSUER, THE TRUSTEE AND THE LENDER, AS THE INITIAL BONDHOLDER. THE ISSUER, THE TRUSTEE AND THE LENDER, AS THE INITIAL BONDHOLDER, EACH ACKNOWLEDGE THAT NO PERSON ACTING ON BEHALF OF A PARTY TO THIS INDENTURE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE ISSUER, THE TRUSTEE AND THE LENDER, AS THE INITIAL BONDHOLDER FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS INDENTURE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

SECTION 13.09. Banking Relationship. In accordance with the Proposal, the Issuer shall have moved its existing banking services to the Lender prior to the dated date of the Bonds, including checking and savings accounts, if any, and balances shall be moved to such accounts within thirty (30) days of the dated date of the Bonds and such accounts shall remain with the Lender so long as the Bonds are outstanding provided that the Lender's fees for such banking services remain reasonably consistent with then current market rates for such services for similar organizations located in similar geographic areas as the Issuer.

SECTION 13.10. Controlling Law; Venue. This Indenture shall be governed by and construed in accordance with the laws of the State. Venue shall lie in the applicable State or federal court located within the County.

SECTION 13.11. Successors and Assigns. All the covenants, promises and agreements in this Indenture contained by or on behalf of the Issuer or by or on behalf of the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 13.12. Headings for Convenience Only. The table of contents and descriptive headings in this Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 13.13. Counterparts. This Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 13.14. Recitals, Appendices and Exhibits. Any and all recitals hereto, and appendices and exhibits referred to in and attached to this Indenture, are hereby incorporated herein and made a part hereof for all purposes.



SECTION 13.15. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

END OF ARTICLE XIII



IN WITNESS WHEREOF, Solterra Resort Community Development District has caused this Indenture to be executed by the Chairperson of its Board and its corporate seal to be hereunto affixed, attested by the Secretary of its Board and U.S. Bank Trust Company, National Association has caused this Indenture to be executed by one of its vice presidents, all as of the day and year first above written.

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

(SEAL)

Attest:

By: _____

Karan Wienker
Chairperson

Kyle Darin
Secretary

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**, as Trustee, Paying Agent and
Registrar

By: _____

James Audette
Vice President



EXHIBIT A

**LEGAL DESCRIPTION OF THE
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**

The present boundaries of the Solterra Resort Community Development District are as follows:



EXHIBIT B

FORM OF BOND

R-1

\$4,527,000

**UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF POLK
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
(POLK COUNTY, FLORIDA)
SPECIAL ASSESSMENT REFUNDING BOND
SERIES 2023**

<u>Interest Rate</u> (subject to adjustment)	<u>Maturity Date</u>	<u>Dated Date</u>
5.53%	May 1, 2043	August 8, 2023

Registered Owner: -----SOUTHSTATE BANK, N.A.-----

Principal Amount: FOUR MILLION FIVE HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Solterra Resort Community Development District, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof at the corporate trust office of U.S. Bank Trust Company, National Association, in Orlando, Florida, as paying agent (said U.S. Bank Trust Company, National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above with interest thereon at the Initial Interest Rate per annum set forth above, subject to the occurrence of an Adjustment Event, until the final maturity thereof or earlier redemption in full; provided, however, that in the event of the occurrence of a Determination of Taxability the Bonds shall bear interest from such Taxable Date at the Taxable Rate, until the final maturity thereof or earlier redemption in full. Interest on this Bond shall be payable on each May 1 and November 1 commencing November 1, 2023. Interest shall be computed on 360-day year of twelve 30-day months. Principal is payable on the first day of May of each year commencing May 1, 2024 pursuant to mandatory sinking fund redemptions. Principal of this Bond is payable at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Orlando, Florida, in lawful money of the United States of America. Presentation of this Bond for the payment of principal, Redemption Price, or interest of this Bond on the maturity date shall not be required for as long as SouthState Bank, N.A. is the Registered Owner and Lender. Principal, Redemption Price, and interest on this Bond is payable by either wire transfer (as provided below) or by check or draft of the Paying Agent made payable to the registered owner and mailed on each interest payment date to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank Trust Company, National Association, as registrar (said U.S. Bank Trust Company,



National Association and any successor registrar being herein called the “Registrar”) at the close of business on the fifteenth day of the calendar month next preceding each interest payment date or the date on which the principal of a Bond is to be paid (the “Record Date”). Such interest shall be payable on each May 1 and November 1, commencing November 1, 2023, from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to November 1, 2023, in which case from Dated Date above, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). The foregoing notwithstanding, the Lender shall be entitled to have the principal, Redemption Price and interest paid by wire transfer to the Lender at such bank account number on file with the Trustee and Paying Agent.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM AND SECURED BY PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, POLK COUNTY, FLORIDA (THE “COUNTY”), THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTY, THE STATE OF FLORIDA, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond is one of an authorized issue of Bonds of Solterra Resort Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the “Act”) and by 04-41 enacted by the Board of County Commissioners (the “County Commission”) of Polk County, Florida (the “County”), on July 14, 2004, as amended by Ordinance No. 13-030 enacted by the County Commission on July 9, 2013, which changed the name of the District from “Oakmont Grove Community Development District” to “Solterra Community Development District,” and by Resolution No. 2023-12 adopted by the Issuer on August 4, 2023 and designated as “Solterra Resort Community Development District (Polk County, Florida) Special Assessment Refunding Bonds, Series 2023” (the “Bonds”), in the principal amount of FOUR MILLION FIVE HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$4,527,000) of like date, tenor and effect. The Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly



the Act, to currently refund the Issuer's outstanding Taxable Special Assessment Bonds, Series 2013. The Bonds shall be issued as fully registered Bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Trust Indenture dated as of August 1, 2023 (the "Indenture"), by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), executed counterparts of which are on file at the designated corporate trust office of the Trustee in Orlando, Florida. All capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Indenture.

If there is a Determination of Taxability, the Bonds shall bear interest retroactively from the earliest effective date of such Determination of Taxability at a rate per annum equal to the Taxable Rate. Upon an occurrence of a Determination of Taxability, the Issuer hereby agrees to pay to the Owner (i) an additional amount equal to the difference between (A) the amount of interest actually paid to the Owner (or former Owner) on the Bonds during the Determination of Taxability Period and (B) the amount of interest that would have been paid to the Owner (or former Owner) on the Bonds during the Determination of Taxability Period had the Bonds borne interest at the Taxable Rate, plus (ii) an amount equal to any interest, charges, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Owner (of former Owner) as a result of the occurrence of a Determination of Taxability.

The Owner shall advise the Trustee and the Issuer in writing within a reasonable time in good faith what amounts, if any, are owing as a result of a Determination of Taxability as described herein and the Trustee may conclusively rely upon such information without the duty to verify such information. Such additional amounts shall be paid within thirty (30) days after the date of such notice from the Owner. In no event, however, shall the interest rate on the Bonds exceed the maximum rate permitted by law.

Upon the occurrence and continuance of an Event of Default described in Section 8.02 of the Indenture, the Bonds shall bear interest at the Default Rate pursuant to the terms of the Indenture. In the event the Issuer cures any Event of Default under Section 8.02 of the Indenture, the interest rate on the Bonds shall return to the applicable Interest Rate.

Subject to the occurrence of an Adjustment Event, the Bonds shall bear interest at the applicable interest rate as determined above until the final maturity of this Bond or the earlier redemption of this Bond in full.

Upon the occurrence of a Loss of Bank Qualified Status, the Issuer shall pay to the Lender, within sixty (60) days after demand, such amounts as shall provide to the Lender the same rate of return hereon that the Lender would have realized had there been no Loss of Bank Qualified Status. This adjustment shall survive payment of the Bonds until such time as the federal statute of limitations under which the Bonds could be declared not to be a qualified tax-exempt obligation under Section 265(b)(3) of the Code.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds issued under the Indenture, the operation and application of the Debt Service Fund and other Funds and Accounts charged with



and pledged to the payment of the principal of and the interest on the Bonds, the levy and the evidencing and certifying for collection, of Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of Bonds, the conditions under which such Indenture may be amended with the consent of the registered owners of a majority in aggregate principal amount of the Bonds outstanding, and as to other rights and remedies of the registered owners of the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, Polk County, Florida, the State of Florida or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, Polk County, Florida, the State of Florida or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of the Special Assessments to secure and pay the Bonds.

The Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Bonds shall be made on the dates specified below.

Optional Redemption

The Bonds are subject to optional redemption at the option of the Issuer, in whole or in part, on any date on or after May 1, 2028 at a Redemption Price of 100% of the principal amount of the Outstanding Bonds to be redeemed, plus accrued interest to the redemption date, upon receipt by the Trustee not less than thirty-five (35) days or more than forty-five (45) days prior to such redemption date of a written direction from the Issuer stating that it intends to effect redemption of such Bonds on a date certain.

Mandatory Sinking Fund Redemption

The Bonds are subject to mandatory sinking fund redemption on May 1 in the years and in the principal amounts set forth below at a redemption price of 100% of their principal amount



plus accrued interest to the date of redemption. The outstanding balance of the Bonds shall be due and payable on May 1, 2043. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Bonds redeemed pursuant to extraordinary mandatory redemption as set forth below.

<u>Year</u>	<u>Mandatory Sinking Fund Payment</u>	<u>Year</u>	<u>Mandatory Sinking Fund Payment</u>
2024	\$129,000	2034	\$223,000
2025	133,000	2035	233,000
2026	142,000	2036	248,000
2027	151,000	2037	263,000
2028	160,000	2038	276,000
2029	169,000	2039	290,000
2030	177,000	2040	307,000
2031	186,000	2041	327,000
2032	198,000	2042	343,000
2033	210,000	2043*	362,000

* Final Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, or in part, on any date (except in the case of clause (i) below which must occur on an Interest Payment Date), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, from moneys deposited into the Bond Redemption Fund following (i) the Prepayment of Special Assessments on any portion of the District Lands in accordance with the provisions of the Indenture, or (ii) as a result of the application of Section 7.32 of the Indenture.

Notice of Redemption

The Trustee shall cause notice of redemption to be mailed at least thirty (30) days prior to the date of redemption to all registered owners of Bonds to be redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Bonds shall be called for redemption, the notice of redemption shall specify the Bonds to be redeemed. On the redemption date, the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the registered owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof, all as provided in the Indenture. No notice of redemption shall be given for a mandatory sinking fund redemption if SouthState Bank, N.A. is the owner of 100% of the Bonds.



Upon (i) any redemption of Bonds other than in accordance with scheduled mandatory sinking fund payments, and (ii) any change in the interest rate on the Bonds on account of a Determination of Taxability or otherwise, the Issuer shall promptly cause to be recalculated and delivered to the Lender and the Trustee revised mandatory sinking fund payments recalculated so as to amortize the Outstanding principal amount of such Bonds in substantially equal annual installments of principal and interest (except for the last maturity which will represent the Outstanding balance of the Bonds) (subject to rounding to an amount of principal for each installment being divisible by \$1,000) over the remaining term of such Bonds. The mandatory sinking fund payments as so recalculated as a result of an extraordinary mandatory redemption in part shall not result in an increase in the aggregate of the mandatory sinking fund payments for any of such Bonds in any year (except, to the extent necessary for the last maturity which will represent the outstanding balance of the Bonds). In the event of a redemption occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund payment is due, the foregoing recalculation shall not be made to mandatory sinking fund payments due in the Fiscal year in which such redemption occurs, but shall be made to mandatory sinking fund payments for the immediately succeeding and subsequent Fiscal years. Notwithstanding anything to the contrary, upon any redemption of the Bonds, the Issuer covenants that such redemption will not result in any increase in annual Debt Service Requirements on the Bonds, through the final maturity date of the Bonds.

The Issuer shall keep books for the registration of the Bonds at the corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee or such other authenticating agent as may be appointed by the Trustee under the Indenture shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds. Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, the Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the



principal of, premium, if any, and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Indenture, of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, Solterra Resort Community Development District has caused this Bond to be signed by the manual signature of the Chairperson of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of the Secretary of its Board of Supervisors, all as of the date hereof.

SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary
Board of Supervisors



CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: August 8, 2023

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory



STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated and confirmed by Judgment of the Circuit Court of the Tenth Judicial Circuit of the State of Florida, in and for Polk County, Florida, rendered on the 8th day of March, 2013.

SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary
Board of Supervisors



ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as
tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors

Act _____
(State)

Additional abbreviations may also be used though not in the above list.



ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.



**EXHIBIT C
FORM OF REQUISITION**

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
(POLK COUNTY, FLORIDA)
SPECIAL ASSESSMENT REFUNDING BONDS,
SERIES 2023

(Cost of Issuance Fund)

The undersigned, a Responsible Officer of the Solterra Resort Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated as of August 1, 2023 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number:
- (2) Name of Payee:
- (3) Amount Payable:
- (4) Purpose for which paid or incurred: pay costs of issuance.
- (5) Fund from which disbursement to be made: Cost of Issuance Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer; and
2. each disbursement set forth above is a proper charge against the Cost of Issuance Fund.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.



Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer



EXHIBIT D

FORM OF LENDER LETTER

August 8, 2023

Solterra Resort Community Development District
c/o Vesta District Services
250 International Pkwy., Suite. #208
Lake Mary, FL 32746
Attn: Kyle Darin

Re: \$4,527,000 Solterra Resort Community Development District (Polk County, Florida) Special Assessment Refunding Bonds, Series 2023 (the “Bonds”)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter on behalf of SouthState Bank, N.A., as the owner (the “Lender”) of the above-referenced Bonds.

The undersigned acknowledges that the Bonds are being issued by the Solterra Resort Community Development District (the “Issuer”) for the purpose of providing a portion of the funds necessary to refund all of the Issuer’s outstanding Taxable Special Assessment Bonds, Series 2013. The undersigned further acknowledges that the Bonds, which are secured under that certain Trust Indenture, dated as of August 1, 2023 (the “Indenture”) by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), creates a security interest in the trust estate described therein (the “Security”) for the benefit of the Owners of the Bonds. Any capitalized term used in this letter and not otherwise defined shall have the meaning ascribed to such term in the Trust Indenture.

In connection with the purchase of the Bonds by the Lender, the Lender hereby makes the following representations upon which you may rely:

1. The Lender has authority to purchase the Bonds and to execute this letter, any other instruments and documents required to be executed by the Lender in connection with the purchase of the Bonds.

2. The Lender is an “accredited investor” as described in Rule 501(a)(1), (2), (3), (6), (7) or (8) under Regulation D of the Securities Act of 1933, as amended (the “Securities Act”) or is a “qualified institutional buyer” as defined in Rule 144A of the Securities Act, and therefore, has sufficient knowledge and experience in financial and business matters, including municipal and other tax-exempt loans including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the purchase of the Bonds.

3. The Bonds are being purchased by the Lender not with a present view to, or for resale in connection with any distribution of the Bonds.



4. The Lender acknowledges that the Bonds are not registered under the Securities Act and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service and (d) will be delivered in a form which is not readily marketable.

5. The Lender acknowledges that (a) the Bonds are not secured by any pledge of any moneys received or to be received from any taxation by the Issuer (other than the Security), Polk County, Florida, the State of Florida or any other political subdivision thereof, (b) the Bonds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Issuer, Polk County, Florida, the State of Florida or any other political subdivision thereof; and (c) the liability of the Issuer with respect to the Bonds is limited to the Security as set forth in the Indenture.

6. The Lender acknowledges that the Issuer has not prepared and will not be preparing a disclosure document with respect to the Bonds.

7. The Lender acknowledges and agrees that its rights to challenge, object, enforce or otherwise make claims related to the Bonds and this transaction are limited to those provided for in the Indenture.

8. The Lender acknowledges that it has read the federal tax opinion contained in the approving opinion of Greenberg Traurig, P.A., as bond counsel.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

SOUTHSTATE BANK, N.A.

By: _____

Noel M. Daluise
Vice President



ESCROW DEPOSIT AGREEMENT

between

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Escrow Agent**

Dated August 8, 2023



ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (this “Agreement”) dated August 8, 2023, between **SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT**, a duly created and validly existing local unit of special purpose government organized and existing under the laws of the State of Florida (the “District”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as escrow agent (the “Escrow Agent”).

WHEREAS, the District has heretofore issued, sold and delivered its Solterra Resort Community Development District (Polk County, Florida) Taxable Special Assessment Bonds, Series 2013 currently outstanding in the aggregate principal amount of \$4,745,000 (the “Refunded Bonds”) under and pursuant to the terms of that certain Master Trust Indenture dated as of March 1, 2007 (the “Master Trust Indenture”), as amended and supplemented by that certain Second Supplemental Trust Indenture dated as of April 1, 2013 (the “Second Supplemental Trust Indenture”, and together with the Master Trust Indenture, the “Series 2013 Indenture”), between the District and U.S. Bank Trust Company, National Association (successor in interest to U.S. Bank National Association), a national banking association, as trustee (the “Master Trustee”); and

WHEREAS, the District desires to currently refund such Refunded Bonds to achieve debt service savings in accordance with Article XIV of the Master Trust Indenture and Sections 3.01(a) and 4.01(g) of the Second Supplemental Trust Indenture; and

WHEREAS, pursuant to Resolution No. 2023-12 adopted by the Board of Supervisors of the District on August 4, 2023, the District has authorized the issuance, sale and delivery of its \$4,527,000 Solterra Resort Community Development District (Polk County, Florida) Special Assessment Refunding Bonds, Series 2023 (the “Series 2023 Bonds”) pursuant to a Trust Indenture dated as of August 1, 2023, between the District and U.S. Bank Trust Company, National Association, as trustee, to secure the issuance of the Series 2023 Bonds and to set forth the terms of the Series 2023 Bonds, a portion of the proceeds of which, together with certain other legally available moneys of the District, will be used to discharge the pledge and lien of the Series 2013 Indenture, to the extent provided in Section 3 hereof, in favor of the holders of such Refunded Bonds on the date hereof, and to redeem the Refunded Bonds on November 1, 2023, the earliest date on which the Refunded Bonds are subject to optional redemption; and

WHEREAS, the issuance of the Series 2023 Bonds, the deposit of cash into an escrow deposit fund to be held by the Escrow Agent and the discharge of the pledge of and lien of the Series 2013 Indenture in favor of the holders of such Refunded Bonds shall occur as a simultaneous transaction; and

WHEREAS, this Agreement is intended to effectuate such simultaneous transaction.

NOW, THEREFORE, the District, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the principal of and interest on all of the Refunded Bonds according to their tenor and effect, does by these presents hereby grant a security interest in, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and



confirm, unto the Escrow Agent and to its successors in escrow, and to it and its assigns forever, all and singular the property hereinafter described, to wit:

SECTION 1. PREAMBLES. The recitals stated above are true and correct and incorporated herein.

SECTION 2. RECEIPT OF INDENTURE. Receipt of a true and correct copy of the above-mentioned Series 2013 Indenture under which the Refunded Bonds were issued and this Agreement is hereby acknowledged by the Escrow Agent. The applicable and necessary provisions of the Series 2013 Indenture, including, without limitation, Articles VIII and XIV of the Master Trust Indenture and Article III of the Second Supplemental Trust Indenture, are incorporated herein by reference. The Escrow Agent also acknowledges receipt of the final numbers (the “Final Numbers”) prepared by FMSbonds Inc., which the District represents, shows the calculations related to the amount needed to defease and redeem the Refunded Bonds, as verified by the verification report of Terminus Analytics, a firm of independent certified public accountants, dated August 8, 2023.

SECTION 3. DISCHARGE OF LIEN OF HOLDERS OF REFUNDED BONDS. In accordance with Articles VIII and XIV of the Master Trust Indenture, upon the defeasance of the Refunded Bonds, the lien of the Series 2013 Indenture and all covenants, agreements and other obligations of the District to the Owners of the Refunded Bonds under the Series 2013 Indenture shall cease, terminate and become void and be discharged and satisfied on the date hereof. The foregoing notwithstanding, however, the Master Trust Indenture shall remain in full force and effect and shall not be deemed to be terminated, released or discharged by virtue of the defeasance of the Refunded Bonds. For the avoidance of doubt, the rights, duties and powers vested in the Master Trustee pursuant to Article XI of the Master Trust Indenture shall survive the defeasance of the Refunded Bonds.

SECTION 4. ESTABLISHMENT OF ESCROW FUND. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the “Solterra Resort Community Development District (Polk County, Florida) Special Assessment Refunding Bonds, Series 2013 Escrow Deposit Fund” (the “Escrow Fund”). The Escrow Fund shall be held in the custody of the Escrow Agent for the benefit of the holders of the Refunded Bonds, separate and apart from other funds and accounts of the District and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Escrow Fund the sum of \$4,320,013.84 from proceeds of the Series 2023 Bonds (the “Bond Proceeds”) and the sum of \$604,429.91 received from the District from other legally available funds held under the Series 2013 Indenture and referred to therein as “Refunded Indenture Funds” (the “District Moneys”).

SECTION 5. DEPOSIT OF MONEYS IN ESCROW FUND. The District hereby directs, and the Escrow Agent acknowledges, that the Bond Proceeds and the District Moneys deposited with the Escrow Agent under Section 4 above shall be held in the Escrow Fund uninvested in cash (the “Cash”).

SECTION 6. SUFFICIENCY OF CASH DEPOSIT. In reliance upon the Final Numbers, the District represents that the Cash deposited will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of, and interest due on the



Refunded Bonds as described in Schedule A attached hereto. If the Cash shall be insufficient to make such payments, the District shall timely deposit to the Escrow Fund, solely from legally available funds of the District, such additional amounts as may be required to pay the Refunded Bonds as described in Schedule A hereto. Notice of any insufficiency shall be given by the Escrow Agent to the District upon the Escrow Agent becoming aware of such insufficiency, but the Escrow Agent shall in no manner be responsible for the District's failure to make such deposits.

SECTION 7. CASH HELD FOR THE BENEFIT OF HOLDERS OF REFUNDED BONDS. The deposit of the Cash in the Escrow Fund shall be held solely for the benefit of the payment of the principal of, and interest on the Refunded Bonds at such times and in such amounts as set forth in Schedule A hereto, and the Cash shall be used solely for such purpose.

SECTION 8. ESCROW AGENT TO PAY REFUNDED BONDS FROM ESCROW FUND. The District hereby directs, and the Escrow Agent hereby agrees, that it will take all actions required to be taken by it under the provisions of the Series 2013 Indenture, including the timely transfer of, but solely from funds on deposit in the Escrow Fund, money to the Paying Agent for the Refunded Bonds as provided in the Series 2013 Indenture, in order to effectuate this Agreement and to pay the Refunded Bonds in the amounts and at the times provided in Schedule A hereto. The Cash shall be used to pay the principal of, and interest on the Refunded Bonds as the same may mature or are called for redemption. If any payment date shall be a day on which either the Paying Agent for the Refunded Bonds or the Escrow Agent is not open for the acceptance or delivery of funds, then the Escrow Agent shall make payment on the next business day. The liability of the Escrow Agent for the payment of the principal of, and interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the Cash available for such purposes in the Escrow Fund.

SECTION 9. NO INVESTMENT OF CASH IN ESCROW FUND. Moneys deposited in the Escrow Fund shall not be invested and shall be held in cash, and neither the District nor the Escrow Agent shall otherwise invest or reinvest any moneys in the Escrow Fund.

The Escrow Fund has been funded in the full amount necessary in order to make the payments of principal of and accrued interest on the Refunded Bonds as described in Schedule A hereto. The Escrow Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the Paying Agent for the Refunded Bonds in an amount sufficient to pay the Refunded Bonds as described in Schedule A hereto, whereupon the Escrow Agent shall transfer all remaining money, if any, in the Escrow Fund to the District.

SECTION 10. REFUNDING OF REFUNDED BONDS. The District hereby irrevocably instructs the Escrow Agent to give or cause to be given at the appropriate times the notice or notices required by the Series 2013 Indenture in connection with the refunding of the Refunded Bonds in accordance with Schedule A attached hereto, in the form customarily used by the Escrow Agent for such notices.

SECTION 11. DEFEASANCE OF REFUNDED BONDS. Concurrently with the deposit of the Cash set forth in Section 5 hereof, the District represents that, in reliance upon the Schedule A hereto, the Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in Article XIV of the Master Trust Indenture. The District hereby irrevocably



instructs the Escrow Agent to give or cause to be given the notices required by the Master Trust Indenture in connection with the defeasance of the Refunded Bonds. A form notice of defeasance is attached hereto as Schedule B.

SECTION 12. ESCROW FUND IRREVOCABLE. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on the Cash deposited in the Escrow Fund pursuant to the terms hereof until paid out, used and applied in accordance with this Agreement and the Series 2013 Indenture. Neither the District nor the Escrow Agent shall cause, nor shall the District permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

SECTION 13. AMENDMENTS TO AGREEMENT. This Agreement is made for the benefit of the District and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the Escrow Agent and the District; provided, however, that the District and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement,
- (b) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent, and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of nationally recognized Bond Counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 13.

SECTION 14. FEES AND EXPENSES OF ESCROW AGENT; INDEMNIFICATION. In consideration of the services rendered by the Escrow Agent under this Agreement, the District has paid to the Escrow Agent a one-time fee and expenses, receipt of which is hereby acknowledged. The Escrow Agent shall have no lien whatsoever upon any of the Cash in said Escrow Fund for the payment of fees and expenses. The District further agrees to indemnify and save the Escrow Agent, its agents and employees, harmless, to the extent allowed by law, against any liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind or nature, which it may incur in the exercise and performance of its powers and duties hereunder, including legal expenses, and which are not due to its negligence or willful misconduct. Indemnification provided under this Section 14 shall survive the termination of this Agreement, or, as to the Escrow Agent, its resignation or removal.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may



be deemed to be conclusively established by a certificate signed by an authorized officer of the District. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may consult with counsel, who may be counsel to the District or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the District of its intention.

The Escrow Agent and its successors, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, by reason of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance and disposition of the various moneys and funds described herein, any payment, transfer or other application of funds by the Escrow Agent in accordance with the provisions of this Agreement or any non-negligent act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the District and to holders of the Refunded Bonds to the extent of their respective damages for negligent or willful misconduct of the Escrow Agent which violate or fail to comply with the terms of this Agreement. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement.

SECTION 15. REPORTING REQUIREMENTS OF ESCROW AGENT. As soon as practicable after the Refunded Bonds are redeemed, the Escrow Agent shall forward in writing to the District a statement regarding the Escrow Fund, including the withdrawals of money therefrom, since the date of its establishment.

SECTION 16. RESIGNATION OR REMOVAL OF ESCROW AGENT. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than 45 days' written notice to the District and mailing notice thereof, specifying the date when such resignation will take effect, to the holders of all Refunded Bonds then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the District as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by either the District or the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding. Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a



receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the District shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the District shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The District shall mail notice of any such appointment made by it at the times and in the manner described in the Second paragraph of this Section 16.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the District pursuant to the foregoing provisions of this Section 16 within 45 days after written notice of resignation of the Escrow Agent has been given to the District, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall remit to the District the prorated portion of prepaid fees not yet incurred or payable, less any termination fees and expenses at the time of discharge and shall have no further liability hereunder and the District shall to the extent provided by applicable law indemnify and hold harmless Escrow Agent from any such liability, including costs or expenses incurred by Escrow Agent or its counsel.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation, bank or other entity with trust powers organized under the banking laws of the United States or any State and shall have at the time of appointment capital and surplus of not less than \$50,000,000 or trust assets under management of not less than \$500,000,000.

Except as provided in the succeeding paragraph hereof, every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the District an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the District execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, and powers of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the District be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the District.



Any corporation, bank or entity into which the Escrow Agent, or any successor to it in the escrow created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it shall be a party or any corporation, bank or entity to which the Escrow Agent or successor to it shall sell or transfer all or substantially all of its corporate trust business, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 17. TERMINATION OF AGREEMENT. Except as provided in Section 14 hereof, this Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination and payment of all moneys set forth on Schedule A hereto, all moneys remaining in the Escrow Fund shall be released to the District.

SECTION 18. GOVERNING LAW. This Agreement shall be governed by the applicable laws of the State of Florida.

SECTION 19. SEVERABILITY. If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 21. NOTICES. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

If to the Escrow Agent:

U.S. Bank Trust Company, National
Association
225 E. Robinson Street, Suite 250
Orlando, Florida 32801
Attention: James Audette, Vice President



If to the District:

Solterra Resort Community Development
District
c/o District Manager
Vesta District Services
250 International Pkwy., Ste. # 208
Lake Mary, FL 32746
Attention: Kyle Darin, District Manager

Copy to District Counsel:

Kilinski Van Wyk
2016 Delta Blvd., Ste. # 101
Tallahassee, Florida 32303
Attention: Jennifer Kilinski, Esquire

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have made and executed this Escrow Deposit Agreement as of the date written herein.

(SEAL)

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Karan Wienker
Chair, Board of Supervisors

Kyle Darin
Secretary, Board of Supervisors

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,**
as Escrow Agent

By: _____
James Audette
Vice President



SCHEDULE A

DEBT SERVICE REQUIREMENTS FOR REFUNDED BONDS

Special Assessment Bonds, Series 2013

<u>Period Ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal Redeemed</u>	<u>Total</u>
11/01/2023	\$100,000.00	\$179,443.75	\$4,645,000.00	\$4,924,443.75



SCHEDULE B

NOTICE OF DEFEASANCE

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
(POLK COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS, SERIES 2013**

<u>Amount Defeased Series 2013 Bonds</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIP</u>¹
\$ 100,000	6.500%	November 1, 2023	67376GAC3
1,520,000	7.250	November 1, 2033	67376GAD1
3,125,000	7.750	November 1, 2043	67376GAE9

NOTICE IS HEREBY GIVEN that that there has been deposited with U.S. Bank Trust Company, National Association, as escrow agent (the “Escrow Agent”), cash sufficient to pay on the date fixed for redemption the redemption price and interest due and to become due on all of the above captioned Bonds (the “Defeased Bonds”) on or prior to the redemption date, pursuant to the terms and provisions of that certain Escrow Deposit Agreement dated August 8, 2023, by and between Solterra Resort Community Development District (the “Issuer”) and the Escrow Agent.

Of the Defeased Bonds, \$100,000 aggregate principal amount of Series 2013 Bonds shall be paid at maturity on November 1, 2023, and the remaining Defeased Bonds will be called for optional redemption on November 1, 2023, at a redemption price of 100% plus accrued interest to the redemption date.

The Defeased Bonds are deemed to have been paid within the meaning of Article XIV of the Master Trust Indenture dated as of March 1, 2007, as supplemented and amended by the Second Supplemental Trust Indenture dated as of April 1, 2013 (collectively, the “Series 2013 Indenture”), under which the Defeased Bonds were issued and were secured. **This notice does not constitute a notice of redemption and no Defeased Bonds should be delivered to the Issuer or its paying agents as a result of this publication.**

On the date hereof, the lien of the Series 2013 Indenture and all obligations, covenants, agreements of the Issuer to the Owners of the Defeased Bonds under the Series 2013 Indenture ceases, terminates and becomes void and is discharged and satisfied on the date hereof.

The Escrow Agent is providing notice of redemption in accordance with the provisions of the Master Trust Indenture.

Dated: August 8, 2023

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Escrow
Agent**

ACTIVE 688687180v3

¹ Neither the Issuer nor the Escrow Agent is responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.



EXHIBIT 3



SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT

**\$4,527,000 SERIES 2023 BONDS SUPPLEMENTAL SPECIAL ASSESSMENT
METHODOLOGY REPORT**

FOR THE REFUNDING OF THE

**\$5,420,000 SOLTERRA RESORT (OAKMONT GROVE) CDD SERIES 2013 TAXABLE
SPECIAL ASSESSMENT BONDS**

August 4, 2023

Prepared by:
Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL



1. INTRODUCTION

The Solterra Resort Community Development District (the “**District**”) previously issued its Taxable Special Assessment Bonds, Series 2013 (the “**Series 2013 Bonds**”). This Supplemental Special Assessment Methodology Report will describe and explain the special assessments (the “**Series 2023 Assessments**”) levied in connection with the refinancing loan for the Series 2013 Bonds in an amount of \$4,527,000 (the “**Series 2023 Bonds**”). The Series 2023 Bonds are being issued for refunding the District’s outstanding Series 2013 Bonds which funded the construction or acquisition of certain public improvements (the “**2013 Project**”), as described in the report of the District Engineer, dated February 21, 2013 (the “**2013 Engineer’s Report**”).

The Board of Supervisors of the District has determined that it would be in the best economic interest of landowners within the District to currently refund the Series 2013 Bonds and to obtain the Series 2023 Bonds at a lower interest rate (the “**Refunding**”). The proceeds of the Series 2023 Bonds will be used to refund all outstanding Series 2013 Bonds and pay the costs of issuance of the Series 2023 Bonds. This report supplements and is consistent with the District’s Final Supplemental Special Assessment Methodology Report, dated April 18, 2013 (the “**Original Methodology Report**”), and with the District’s assessment proceedings.

2. DISTRICT INFORMATION

The District is an independent unit of special single-purpose local government, created and established in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. The District encompasses approximately 637 acres, of which approximately 184 acres are developable. The District is located entirely within the jurisdictional boundaries of Polk County, Florida (the “**County**”).

3. THE PROJECTS, PRIOR BONDS AND ASSESSMENT REVENUE

To advance the development of the properties within the District, certain capital improvements, including the 2013 Project were planned, as more fully described in the 2013 Engineer’s Report. The 2013 Project as constructed includes clubhouse and amenity center, landscaping, irrigation/entry improvements, street lighting and electric, and conservation and mitigation. The total cost of the 2013 Project was estimated to be approximately \$11.79 million. In April 2013, the District issued its Series 2013 Bonds, which funded approximately \$4.61 million of the total 2013 Project costs. Set forth in the table below are the original principal amount, current outstanding principal amount and interest rates on the Series 2013 Bonds:

Table 1. Summary of District Debt

Bond	Original Principal	Current Outstanding	Current Interest Rate	Current Maximum Annual Debt Service
Series 2013	\$5,420,000	\$4,745,000	7.25%	\$462,388

To repay the Series 2013 Bonds, the District levied special assessments (the “**Series 2013 Assessments**”) and collected the Series 2013 Assessments pursuant to the Original Methodology Report on 425 lots.



4. SERIES 2023 ASSESSABLE UNITS

The Series 2023 Assessments are levied in an amount corresponding to the annual principal and interest installments on the Series 2023 Bonds and based on benefit received from the 2013 Project on assessable lots within the District (the “**Series 2013 Assessment Area**”). The Series 2023 Assessments will be levied on the same benefited and assessable residential units within the District currently encumbered by the Series 2013 Assessments (the “**Series 2023 Assessable Units**”).

Assessment Standard

Under Florida law, a valid special assessment that is made pursuant to District legislative authority requires that the property assessed must (1) derive a direct and special benefit from the improvement or service provided and (2) that the assessment must be fairly and reasonably apportioned among properties that receive the special benefits. See, e.g., sections 170.01 – 170.02 of Florida Statutes.

Although the general public outside the District will benefit from the 2013 Project such benefits are incidental. The facilities in the 2013 Project meet the needs of the Development, as well as provide benefit to all residential property within the District. The property owners within the District are therefore receiving special benefits not received by those outside the boundaries of the District, and direct and cumulative benefits accrue mainly to residents.

Section 170.02, Florida Statutes states “[s]pecial assessments against property deemed to be benefited by local improvements, as provided for in sec. 170.01, shall be assessed upon the property specially benefited by the improvement in proportion to the benefits to be derived therefrom, said special benefits to be determined and prorated according to the foot frontage of the respective properties specially benefited by said improvement, or by such other method as the governing body of the municipality may prescribe.”

Assessment Methodology

The Original Methodology Report described an ERU based allocation of benefits and corresponding assessments for the lots within the District receiving special benefits from the 2013 Project. The District’s Board of Supervisors previously reviewed and approved the ERU analysis and levied the Series 2013 Assessments and issued the Series 2013 Bonds pursuant to adopted resolutions and related bond documents. In the present instance, the District will apply the same ERU based benefit and assessment allocation described in the Original Methodology Report.



Table 2. Assessable Units

Unit Type	Benefit Allocation (ERU)	Oakmont Townhomes Ph. 1&2 Unit Count	Oakmont Ph. 1 Unit Count	Total Assessable Unit Count
Townhome	0.55	100	0	100
Single Family 50'	1.00	0	230	230
Single Family 70'	1.15	0	95	95
Total		100	325	425

5. SERIES 2023 ASSESSMENTS

The security for the Series 2023 Bonds will include a pledge of all revenues received by the District from the levy and collection of the Series 2023 Assessments which equals the Maximum Annual Debt Service (the “MADS”) requirement for the Series 2023 Bonds.

Table 3. Approximation of Series 2023 Bond Assessments

Unit Type	ERU	Unit Count	Total ERU	% ERU	Principal	Principal per Lot	MADS	MADS per Lot
Townhome	0.55	100	55	13.95%	\$631,541	\$6,315	\$52,423	\$524
Single Family 50'	1.00	230	230	58.34%	\$2,640,989	\$11,483	\$219,223	\$953
Single Family 70'	1.15	95	109.25	27.71%	\$1,254,470	\$13,205	\$104,131	\$1,096
Total		425	394.25	100.00%	\$4,527,000		\$375,776	

6. ASSESSMENT ROLL AND COLLECTION

The Assessment Roll is included in Section 9 of this report. The District anticipates collecting the Series 2023 Assessments on the County’s Tax roll.

7. CONCLUSION

The issuance of the Series 2023 Bonds is in the best economic interest of the landowners within the District. Series 2023 Assessments are fairly and reasonably apportioned over all Series 2023 Assessable Units within the Series 2013 Assessment Area, based on and in accordance with the previously adopted Original Methodology Report, and assessment levy and collection practices. The Series 2023 Assessable Units have and will continue to receive benefits in excess of the allocated assessments.



8. SOURCES AND USES OF FUNDS

Sources:

Bond Proceeds:	
Par Amount	4,527,000.00
Other Sources of Funds:	
Transfer of Reserve Fund	346,790.63
Transfer of Revenue Fund	305,902.91
Transfer of Construction Fund	9,454.36
	<hr/>
	662,147.90
	<hr/>
	5,189,147.90
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Uses:

Refunding Escrow Deposits:	
Cash Deposit	4,924,443.75
Other Fund Deposits:	
Deposit to Interest Account (thru 11/1/23)	57,717.99
Delivery Date Expenses:	
Cost of Issuance	206,955.00
Other Uses of Funds:	
Rounding	31.16
	<hr/>
	5,189,147.90
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9. ASSESSMENT ROLL

PARCEL ID	SITE ADDRESS	UNIT TYPE	SERIES 2023 PRINCIPAL	SERIES 2023 ASSMT.
272610701299000070	4643 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000080	4651 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000090	4655 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000100	4659 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000110	4663 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000120	4667 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000670	4662 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000680	4654 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000690	4650 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000700	4646 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000710	4642 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000720	4638 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000730	4634 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000740	4630 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000750	4626 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000760	4622 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000770	4618 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000780	4614 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000790	4610 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000800	4606 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000810	4602 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000820	4598 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000830	4594 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000840	4590 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000850	4586 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000860	4582 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000870	4578 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000880	4574 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000890	4571 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000900	4575 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000910	4579 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000920	4583 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000930	4587 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000940	4591 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000950	4595 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000960	4599 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000970	4603 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000980	4607 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299000990	4611 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701299001000	4615 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701302000010	4007 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000020	4011 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000030	4015 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000040	4019 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000050	4023 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11



PARCEL ID	SITE ADDRESS	UNIT TYPE	SERIES 2023 PRINCIPAL	SERIES 2023 ASSMT.
27261070130200060	4027 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
27261070130200070	4031 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
27261070130200080	4035 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
27261070130200090	4039 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000100	4043 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000110	4047 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000120	4051 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000130	4059 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000140	4063 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000150	4067 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000160	4071 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000170	4075 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000180	4079 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000190	4083 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000200	4091 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000210	4095 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000220	4099 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000230	4103 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000240	4107 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000250	4111 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000260	4115 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000270	4119 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000280	4123 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000290	4127 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000300	4131 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000310	4135 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000320	4139 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000330	4143 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000340	4147 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000350	4151 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000360	4155 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000370	4159 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000380	4163 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000390	4167 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000400	4171 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000410	4175 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000420	4179 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000430	4183 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000440	4187 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000450	4191 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000460	4204 OAKVIEW DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000470	4208 OAKVIEW DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000480	4212 OAKVIEW DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000490	4225 OAKVIEW DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000500	4221 OAKVIEW DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000510	4217 OAKVIEW DR	Single Family 70'	\$13,204.95	\$1,096.11



PARCEL ID	SITE ADDRESS	UNIT TYPE	SERIES 2023 PRINCIPAL	SERIES 2023 ASSMT.
272610701302000520	4213 OAKVIEW DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000530	4209 OAKVIEW DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000540	4205 OAKVIEW DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000550	4201 OAKVIEW DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000560	4197 OAKVIEW DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000570	4193 OAKVIEW DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000580	4028 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000590	4032 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000600	4036 OAKRISE LOOP	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000610	4053 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000620	4049 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000630	4045 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000640	4044 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000650	4048 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000660	4052 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000670	4056 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000680	4060 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000690	4064 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000700	4068 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000710	4072 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000720	4076 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000730	4080 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000740	4084 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000750	4088 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000760	4092 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000770	4096 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000780	4100 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000790	4104 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000800	4136 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000810	4140 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000820	4144 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000830	4148 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000840	4152 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000850	4156 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000860	4164 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000870	4168 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000880	4172 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000890	4176 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000900	4180 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000910	4184 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000920	4188 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000930	4192 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000940	4196 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000950	4200 OAKTREE DR	Single Family 70'	\$13,204.95	\$1,096.11
272610701302000960	5108 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302000970	5112 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14



PARCEL ID	SITE ADDRESS	UNIT TYPE	SERIES 2023 PRINCIPAL	SERIES 2023 ASSMT.
272610701302000980	5116 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302000990	5120 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001000	5124 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001010	5128 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001020	5132 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001030	5136 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001040	5140 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001050	5144 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001060	5148 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001070	5152 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001080	5156 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001090	5160 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001100	5164 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001110	5168 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001120	5172 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001130	5176 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001140	5180 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001150	5184 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001160	5188 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001170	5192 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001180	5196 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001190	5200 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001200	5204 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001210	5208 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001220	5212 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001230	5216 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001240	5220 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001250	5224 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001260	5228 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001270	5232 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001280	5236 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001290	5240 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001300	5244 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001310	5248 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001320	5252 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001330	5256 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001340	5260 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001350	5264 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001360	5268 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001370	5272 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001380	5276 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001390	5280 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001400	5284 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001410	5288 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001420	5292 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001430	5296 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14



PARCEL ID	SITE ADDRESS	UNIT TYPE	SERIES 2023 PRINCIPAL	SERIES 2023 ASSMT.
272610701302001440	5300 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001450	5304 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001460	5406 OAKGRAIN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302001470	5410 OAKGRAIN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302001480	5414 OAKGRAIN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302001490	5418 OAKGRAIN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302001500	5422 OAKGRAIN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302001510	5426 OAKGRAIN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302001520	5427 OAKGRAIN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302001530	5423 OAKGRAIN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302001540	5419 OAKGRAIN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302001550	5415 OAKGRAIN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302001560	5411 OAKGRAIN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302001570	5407 OAKGRAIN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302001580	5316 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001590	5320 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001600	5324 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001610	5328 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001620	5332 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001630	5336 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001640	5340 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001650	5344 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001660	5348 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001670	5352 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001680	5356 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001690	5360 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001700	5364 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001710	5368 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001720	5372 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001730	5376 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001740	5380 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001750	5384 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001760	5385 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001770	5381 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001780	5377 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001790	5373 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001800	5369 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001810	5365 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001820	5361 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001830	5357 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001840	5353 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001850	5349 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001860	5345 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302001870	5307 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302001880	5303 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302001890	5299 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14



PARCEL ID	SITE ADDRESS	UNIT TYPE	SERIES 2023 PRINCIPAL	SERIES 2023 ASSMT.
272610701302001900	5295 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302001910	5291 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302001920	5287 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302001930	5283 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302001940	5279 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302001950	5275 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302001960	5271 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302001970	5267 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302001980	5263 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302001990	5259 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002000	5255 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002010	5251 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002020	5247 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002030	5243 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002040	5235 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002050	5231 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002060	5227 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002070	5223 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002080	5219 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002090	5215 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002100	5211 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002110	5207 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002120	5165 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002130	5161 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002140	5153 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002150	5145 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002160	5137 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002170	5133 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002180	5129 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002190	5125 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002200	5121 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002210	5117 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002220	5113 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002230	5109 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002240	5206 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002250	5210 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002260	5218 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002270	5222 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002280	5226 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002290	5230 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002300	5234 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002310	5238 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002320	5242 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002330	5246 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002340	5250 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002350	5254 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14



PARCEL ID	SITE ADDRESS	UNIT TYPE	SERIES 2023 PRINCIPAL	SERIES 2023 ASSMT.
272610701302002360	5258 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002370	5262 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002380	5266 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002390	5270 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002400	5274 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002410	5278 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002420	5282 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002430	5286 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002440	5290 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002450	5294 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002460	5298 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002470	5302 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002480	5306 WILDWOOD WAY	Single Family 50'	\$11,482.56	\$953.14
272610701302002490	5315 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002500	5297 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002510	5293 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002520	5289 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002530	5285 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002540	5281 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002550	5277 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002560	5273 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002570	5269 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002580	5265 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002590	5261 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002600	5257 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002610	5253 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002620	5249 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002630	5245 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002640	5241 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002650	5237 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002660	5233 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002670	5229 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002680	5221 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002690	5217 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002700	5213 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002710	5209 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002720	5201 OAKBOURNE AVE	Single Family 50'	\$11,482.56	\$953.14
272610701302002730	4344 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002740	4348 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002750	4352 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002760	4356 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002770	4360 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002780	4364 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002790	4368 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002800	4372 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002810	4376 ACORN CT	Single Family 50'	\$11,482.56	\$953.14



PARCEL ID	SITE ADDRESS	UNIT TYPE	SERIES 2023 PRINCIPAL	SERIES 2023 ASSMT.
272610701302002820	4380 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002830	4384 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002840	4388 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002850	4392 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002860	4396 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002870	4400 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002880	4404 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002890	4408 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002900	4412 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002910	4416 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002920	4420 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002930	4424 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002940	4425 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002950	4421 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002960	4417 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002970	4413 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002980	4405 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302002990	4401 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003000	4389 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003010	4377 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003020	4373 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003030	4369 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003040	4365 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003050	4361 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003060	4357 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003070	4353 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003080	4349 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003090	4345 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003100	4341 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003110	4337 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003120	4333 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003130	4329 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003140	4317 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003150	4313 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003160	4305 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003170	4304 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003180	4308 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003190	4312 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003200	4316 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003210	4320 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003220	4324 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003230	4328 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003240	4332 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701302003250	4336 ACORN CT	Single Family 50'	\$11,482.56	\$953.14
272610701303000010	4619 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000020	4623 TERRASONETA DR	Townhome	\$6,315.41	\$524.23



PARCEL ID	SITE ADDRESS	UNIT TYPE	SERIES 2023 PRINCIPAL	SERIES 2023 ASSMT.
272610701303000030	4627 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000040	4631 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000050	4635 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000060	4639 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000130	4671 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000140	4675 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000150	4679 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000160	4683 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000170	4687 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000180	4691 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000190	4695 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000200	4699 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000210	4703 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000220	4707 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000230	4711 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000240	4715 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000250	4719 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000260	4723 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000270	4727 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000280	4731 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000290	4735 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000300	4739 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000310	4743 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000320	4747 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000330	4751 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000340	4755 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000350	4759 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000360	4763 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000370	4767 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000380	4771 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000390	4775 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000400	4779 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000410	4783 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000420	4787 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000430	4791 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000440	4795 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000450	4799 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000460	4803 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000470	4807 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000480	4811 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000490	4766 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000500	4758 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000510	4754 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000520	4750 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000530	4746 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000540	4738 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23



PARCEL ID	SITE ADDRESS	UNIT TYPE	SERIES 2023 PRINCIPAL	SERIES 2023 ASSMT.
272610701303000550	4726 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000560	4722 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000570	4718 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000580	4714 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000590	4710 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000600	4702 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000610	4694 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000620	4690 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000630	4686 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000640	4682 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000650	4678 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
272610701303000660	4670 TERRASONESTA DR	Townhome	\$6,315.41	\$524.23
Total		425	\$4,527,000.00	\$375,776.25



EXHIBIT 4



RESOLUTION 2023-13

A RESOLUTION OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT APPROVING AND CONFIRMING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITTED BY SUCH IMPROVEMENTS AND PROJECTS PREVIOUSLY FINANCED BY THE DISTRICT TO PAY THE COST OF SUCH IMPROVEMENTS; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REFUNDING BONDS FOR THE PURPOSE OF REFUNDING THE DISTRICT'S SERIES 2013 BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; AUTHORIZING STAFF OF THE DISTRICT TO TAKE THE ACTIONS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Solterra Resort Community Development District (“**District**”), was established by Ordinance No. 04-41 of the Board of County Commissioners of Polk County, Florida (“**Board of County Commissioners**”), effective July 14, 2003, as amended by Ordinance No. 13-030 of the Board of County Commissioners, effective July 15, 2013, which changed the name of the District from “Oakmont Grove Community Development District” to “Solterra Community Development District,” for the purpose of providing infrastructure improvements, facilities and services to the lands within the District as provided in Chapter 190, Florida Statutes; and

WHEREAS, on August 10, 2004, the District Board of Supervisors (“**Board**”) adopted Resolution 2004-19, authorizing, among other things, the issuance of not to exceed \$30,000,000 aggregate principal amount of its taxable special assessment bonds in order to finance the costs of the construction, installation, and acquisition of public infrastructure, improvements, and services on lands within the District (the “**Improvements**”); and

WHEREAS, the Board adopted Resolution 2013-5, as amended by Resolution 2013-9, as further supplemented by Resolution 2013-12, authorizing the issuance in one or more series of not to exceed \$6,700,000 aggregate principal amount of its special assessment bonds (the “**Series 2013 Bonds**”), for the purpose of funding a portion of the Improvements; and

WHEREAS, the *Oakmont Grove Community Development District Phase I Engineer's Report*, dated February 7, 2007 (“**Master Engineer's Report**”), as supplemented by that *Supplemental Engineer's Report*, dated February 21, 2013 (“**Supplemental Report**” and together with the Master Engineer's Report, the “**Engineer's Report**”), identifies and describes the components of the Improvements to be financed with the District's bonds (the portion financed by

the Series 2013 Bonds the “**2013 Project**”); and

WHEREAS, on November 15, 2012, the Board adopted Resolutions 2013-6 and 2013-8, declaring that the 2013 Project costs would be defrayed by the imposition of special assessments pursuant to Chapters 170, 197 and 190, Florida Statutes, and that the special assessments would be paid in annual installments commencing in the year in which the special assessments were confirmed and authorized notice of such public hearing consistent with Florida law; and

WHEREAS, on February 28, 2013, the Board, after notice and public hearing, met as an equalizing Board pursuant to the provisions of Section 170.08, *Florida Statutes*, and adopted Resolution 2013-11 equalizing and levying special assessments to defray the costs of the Improvements and providing that the levy shall be a lien on the property so assessed co-equal with the lien of all state, county, district, municipal and other governmental taxes, all in accordance with Section 170.08, *Florida Statutes* (“**Series 2013 Special Assessment Lien**”); and

WHEREAS, the Board previously adopted Resolution 2023-03, declaring the 2013 Project complete, directing the redemption of bonds and the re-amortization of debt service payments, finalizing and reducing the special assessments securing the Series 2013 Bonds, declaring no deferred costs due and providing for certification.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, Florida Statutes, including without limitation, Section 170.08, *Florida Statutes* and all previous proceedings as set forth in the recitals, which are herein incorporated by reference.

SECTION 2. FINDINGS. The Board of Supervisors of the Solterra Resort Community Development District hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended.

(b) The District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management facilities, sanitary sewer system, landscaping and irrigation, entrance features, and underground electrical services, and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapter 190, Florida Statutes, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170 and 190, Florida Statutes.

(d) The District previously determined it to be necessary for the public health, safety and welfare and in the best interests of the District that (i) the District provide the 2013 Project as described in Resolutions 2013-06, 2013-07, 2013-08, 2013-11, and 2013-14; (ii) the cost of such 2013 Project be assessed against the lands specially benefited by such 2013 Project; and (iii) the District issue bonds to provide funds for the 2013 Project, which outstanding Series 2013 Bonds the District now intends to refund using the proceeds of its Series 2023 Special Assessment Refunding Bonds (the “**Series 2023 Bonds**”); and (iv) the District impose non-ad valorem special assessments (the “**Special Assessments**”) in accordance with the District’s adopted *Supplemental Special Assessment Methodology Report for the Refunding of the Series 2013 Taxable Special Assessment Bonds*, dated August 4, 2023 (the “**Special Assessment Report**”) which applies the *Master Methodology Report*, dated February 28, 2021, and did secure the Series 2013 Bonds and will secure the Series 2023 Bonds.

(e) The provision of said 2013 Project, the levying of such Special Assessments and the sale and issuance of the Series 2013 Bonds did serve, and continues to serve, a proper, essential, and valid public purpose and were, and continue to be, in the best interests of the District, its landowners and residents.

(f) The Board hereby determines it to be in the District’s best interest to provide for the refunding of the Districts Series 2013 Bonds and to defray the costs thereof by levying Special Assessments on benefitted property and to issue the Series 2023 Bonds to provide the funds needed for the refunding of the District’s Series 2013 Bonds.

(g) Having considered the costs of the refinancing, as applicable, of the Series 2013 Bonds, estimates of financing costs associated with the Series 2023 Bonds, the Board of Supervisors of the District further finds and determines:

(i) that the costs of the 2013 Project as specified in the Engineer’s Report, are hereby confirmed, and the costs of the 2013 Project was, and remain, reasonable and proper; said project having been declared complete by Resolution 2023-03;

(ii) it is reasonable, proper, just and right to assess the cost of the financing and refinancing of the 2013 Project and the costs of refunding the outstanding Series 2013 Bonds against the properties specially benefitted thereby;

(iii) it is hereby declared that the 2013 Project has constituted and will continue to constitute a special benefit to all parcels of real property listed on the final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the special assessments thereon when allocated as set forth in District’s Special Assessment Report, attached hereto as **Exhibit A** and incorporated herein and hereby adopted by the Board to use in conjunction with the District’s Series 2023 Bonds.

(iv) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

SECTION 3. CONFIRMATION OF DISTRICT PROJECT. The District hereby confirms that the 2013 Project for construction of infrastructure improvements initially described in Resolutions 2013-06, 2013-07, 2013-08, 2013-11, and 2013-14, is complete.

SECTION 4. APPROVAL AND CONFIRMATION OF SPECIAL ASSESSMENTS. The Special Assessment or assessments against each respective parcel shown on the final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. The lien embodied in Resolutions 2013-06, 2013-07, 2013-08, 2013-11, and 2013-14, shall remain in full force and effect until such time as the Series 2013 Bonds shall be fully defeased and thereafter shall continue for the benefit of the holder(s) of the Series 2023 Bonds as provided by Section 190.016(7), *Florida Statutes*, and as more fully provided for herein. In the event the issuance of the Series 2023 Bonds, or any future refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 5. PAYMENT OF 2023 SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) Special Assessments securing any particular issue of Bonds, including bond anticipation notes, may be paid in not more than thirty (30) annual principal installments, commencing as provided in a subsequent resolution adopted by the Board at a noticed meeting without need for further public hearing, which resolution shall set forth the terms of a particular series of bonds, the amount of the lien of the special assessments securing that particular series of Bonds, including interest and costs of issuance, setting forth the date upon which such Special Assessments will become due, and any other matters relating to the specifics of the bonds actually issued and the special assessments securing them, as provided in this Resolution.

(b) The District has elected to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes*, (the “**Uniform Method**”). The District has heretofore taken or will use its best efforts to take as timely required necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Special Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Duval County who may notify each owner of a lot or parcel within the District of the amount of the Special Assessment, including interest thereon, in the

manner provided in Section 197.3635, *Florida Statutes*.

SECTION 6. AUTHORITY TO ISSUE REFUNDING BONDS. District staff, including but not limited to, the District Manager, District Counsel, fmsBonds, Inc., Bond Counsel and the District Engineer, are hereby directed and authorized to commence the process of preparing the necessary documents for presentation to and consideration by the Board of Supervisors the parameters pursuant to which refunding bonds, including the Series 2023 Bonds, may be issued by the District.

SECTION 7. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. If at any time, any real property on which Special Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 8. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 9. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

Approved and adopted this 4th day of August, 2023.

Secretary

Chairperson, Board of Supervisors
Solterra Resort Community Development District

Exhibit A: Assessment Methodologies



EXHIBIT 5



**SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT**

REVISED AMENITIES RULES & POLICIES



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PART 1: Rule for Amenities Rates

In accordance with Chapters 190 and 120 of the Florida Statutes, and on October 27, 2022, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Solterra Resort Community Development District adopted the following rules to govern rates for the District's Amenities.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined in this Part 1 shall have the meaning ascribed to them in the Amenities Policies of Solterra Resort Community Development District, as amended from time to time.

3. **Annual User Fee.** ~~For Non-Resident Patrons, t~~The Annual User Fee for persons not owning property within the District is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. **Leisure Patron Amenity Utilization Fee.** For Short-Term Renters who wish to utilize the Amenities only for the duration of their valid rental or lease agreement, the Leisure Patron Amenity Utilization Fee shall be paid at the rates as set forth herein. Proof of valid rental or lease agreement shall be required, and access to the Amenities shall be limited to the term of the valid rental or lease agreement.

~~4.5. Reservation Rates for Clubhouse.~~ Any Patron wishing to have the exclusive use of any room or area within the clubhouse or pool area must properly reserve the room or area in accordance with the Facility Rental Policies, as detailed in the Amenities Policies of Solterra Resort Community Development District and pay the appropriate rental fee and deposit in the amounts set forth below.

Room / Area	*Rental Fee	Deposit
Multi-purpose field	\$50.00 - \$100.00/hour	\$300.00
Covered patio at pool	\$50.00 - \$100.00/hour	\$300.00
Clubhouse room	\$100.00 - \$200.00/hour	\$300.00
Clubhouse room and covered patio	\$100.00 - \$200.00 40 /hour	\$300.00



Cabanas (pool side)	Non-electric cabanas: \$200/daily Electric cabanas: \$250/daily \$50.00 - \$150.00/day	Total cost of rental due up front.
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*The Amenity Manager is authorized to charge fees not to exceed ~~to~~ the maximum rental fees listed above; however, in the discretion of the Amenity Manager, the rental fees may be adjusted downward for weekdays, weekends, and holidays. However, all rental fees are increased by ~~\$25~~50.00 per hour for each hour past normal operating hours.

5-6. Activity and Program Rates. The following ~~non-clubhouse~~activity and program rates fees apply:

Resort program prices are charged on an activity-by-activity basis.

Activity	Fee	Deposit (if applicable)
Happy Hour	Charge per person based on market rate	None
Parents Night out/movie	Charge per person based on market rate	None
Other events as scheduled	Charge per person based on market rate	None

6-7. Miscellaneous Fees.

Item	Fee
Leisure Patron Additional Access <u>Amenity Utilization Card Fee</u>	\$25 <u>30.00-\$50.00/lease term</u>
Replacement of damaged, lost, or stolen Access Card <u>Pass</u>	\$25.00
Guest accompanied by a Patron (fee for using Amenities, such as the clubhouse and pool)	Free
Individual who is not a Guest and is not accompanied by a Patron (fee for using Amenities, such as the clubhouse and pool)	Annual User Fee
Insufficient funds fee (for submitting an insufficient funds check)	\$30.00

7-8. Special Provisions.

- a. **After-Hours Events.** All rental fees are increased by ~~\$25~~50.00 per hour for each hour past normal operating hours.



b. **Homeowner's Association ~~and Master Developer Meetings.~~**

Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted to utilize the clubhouse for one free meeting per month, subject to availability.

c. **Additional Costs.** The District may, in its sole discretion, require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

~~8-9.~~ **Adjustment of Rates.** ~~Not more than once per year, t~~The Board may adjust, by resolution adopted at a duly noticed public meeting, any of the fees set forth ~~herein paragraphs 4, 5, and 6 by not more than ten percent (10%) per year~~ to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

~~9-10.~~ **Prior Rules; Policies.** The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.

~~10-11.~~ **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. ~~(2021)~~



PART 2: Amenities Policies

In accordance with Chapter 190 of the Florida Statutes, and on October 27, 2022, at a duly noticed public meeting, the Board of Supervisors of the Solterra Resort Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby rescinded.

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

"Access ~~Card~~Pass" – shall mean the identification card, fob, or other access credential device issued to Patrons.

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse, fitness center, swimming pool, lazy river, multi-purpose field, tennis courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Policies" or "Policies" – shall mean all policies of the District relative to the Amenities, as amended from time to time.

"Amenity Manager" – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

"Annual User Fee" – shall mean the base fee established by the District for any person that is not a Resident or Short-Term Renter and who wishes to become a Non-Resident User in order to be granted the non-exclusive right to use the Amenities. The amount of the Annual User Fee is calculated as set forth herein-, and that amount is subject to change based on Board action~~the District's rules and included in the District's Operation & Maintenance expenses charged to each property owner.~~

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Solterra Resort Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide management services to the District.



“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, and who are ~~or invited and~~ accompanied for the day by a Patron to use the Amenities. ~~Any person or persons, other than a Patron, who are not accompanied by a Patron are not permitted to utilize the Amenities.~~

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Renters who are eighteen (18) years of age and older. Short-Term Renters shall be included in this definition only if: (i) they are eighteen (18) years of age and older; (ii) they have paid the Leisure Patron Amenity Utilization Fee; and (iii) only during the term of their valid rental or lease agreement. Short-Term Renters who have not paid the Leisure Patron Amenity Utilization Fee are not considered Patrons under this policy and are expressly excluded from this definition.

“Person” – shall mean an individual, or legal entity recognized under Florida law.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement with a rental or lease term of not less than one (1) year.

“Resident” – shall mean any person or ~~Family persons~~ owning property within the District.

“Short-Term Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement with a rental or lease term of less than one (1) year.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.



Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Short-Term Renters. A Short-Term Renter must pay the Leisure Patron Amenity Utilization Fee in order to have the right to use the Amenities during the term of their valid rental or lease agreement, which begins from the date of receipt of payment by the District. This fee must be paid in full before the Short-Term Renters may use the Amenities.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron who is at least sixteen (16) years of age may bring a maximum of four (4) Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four (4) Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests



on behalf of the entire household. The District may also, in its discretion, invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

Use of Amenities Facilities at Your Own Risk

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**



ACCESS CARDS-PASSES AND CODES

Use of Access ~~Cards~~Passes. Patrons can use their Access ~~Cards~~Pass or key pad with code number to gain access to the Amenities. Upon arrival at the clubhouse, Patrons will ~~scan-utilize~~ their Access ~~Cards~~Pass ~~in the card reader located outside of at~~ the main entrance doors in order to unlock the doors ~~and/or gain access to the Amenities~~. Under no circumstance should a Patron provide an ~~access-Access card~~Pass to another person to allow him or her to use the Amenities.

Issuance of Access ~~Cards~~Passes. Each Patron will receive two (2) Access ~~Cards~~Pass upon registration with the District. For Families, each Patron may obtain additional Access ~~Cards~~Pass for any member of a Patron's Family who is over sixteen (16) years of age and eligible to use the Amenities, with a maximum of four (4) cards per Family, and subject to payment of any applicable fees.

Non-Transferrable. Access ~~Cards~~Passes are the property of the District and are non-transferable except in accordance with the District's rules and policies.

Lost or Stolen ~~Cards~~Passes. All lost or stolen Access ~~Cards~~Passes need to be reported immediately to the District. Fees may apply to replace any lost or stolen Access ~~Cards~~Passes.

FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons may reserve the portions of the Amenities for parties and events. Rental reservations may not be made more than four (4) months prior to the event; payment to be submitted no more than 90 days before the date of the event and no less than 2 weeks before the date of the event; however, the Amenity Manager may, in his or her sole discretion, accept payment up to two (2) business days prior to the rental date. Patrons interested in rental of the Amenities must contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All of the District policies remain in force during parties and events. Patrons renting the Amenities available for rental are responsible for ensuring that all Guests and attendees adhere to the District's policies.
2. **Amenities Available for Rental:** Only the following Amenities are available for rental: clubhouse, outdoor covered patio area, and multi-purpose field.
3. **Rental Application and Rental Agreement.** Patrons must submit a completed Rental Application, a copy of which is attached hereto as **Attachment C**, to the Amenity Manager no later than fourteen (14) days prior to the requested event



indicating the date of the event, the hours when the event will be held, a description of the event, the number of attendees that will be attending, and whether alcohol and/or food will be served. The Amenity Manager will review Rental Applications on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District and all documentation required therein must be received by the Amenity Manager no less than ten (10) days prior to the date of event. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

4. **Payment & Registration.** At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the rental fee, both made out to "Solterra Resort Community Development District" must be delivered to the Amenity Manager, along with completed paperwork and insurances, if necessary.
5. **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District's rules. To receive the full refund of the deposit within ten (10) days after the event, the renter must:
 - i. Remove all garbage, place in dumpster and replace garbage liners;
 - ii. Take down all decorations or event displays; and
 - iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

6. **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
7. **Duration of Events.** Unless otherwise authorized by the District, each rental shall be for a minimum of two (2) hours but no more than four (4) hours, and no after-hours events shall extend past midnight. If the event lasts longer than four (4) hours, the deposit is forfeited.
8. **Available Hours.** The Amenities available for rental may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after normal operating hours and until midnight. All parties and events, including clean-up, at the clubhouse must conclude by midnight.



9. **Capacity.** The clubhouse capacity limit (50 total person, including employees) shall not be exceeded at any time for a party or event.
10. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
11. **Insurance.** Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and consultants/contractors are to be named on these policies as an additional insured party.
12. **Cancellation.** If the individual renting one or more of the Amenities wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty (30) days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than thirty (30) days prior to the event, 100% of the security deposit and 0% of the rental fee will be returned.

COMMUNITY PROGRAMMING

Resources. The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests, and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs and may add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager:

Solterra Resort
5200 Solterra Blvd, Davenport FL
~~863-547-9839~~

Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

Registration. Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, interest parties must register by the posted deadline. Late registrations may be accepted



on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created.

Programs and Activities. All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager. No outside (i.e., third party) instructors are allowed.

Cancellation by the District. The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled by the District, Patrons will be issued a refund or credit on their account in the amount of applicable fees paid to the District by the Patron for participation in such program prior to cancellation.

Refunds. Program refunds and credit may be granted on a case-by-case basis. Refunds and credits after the program registration deadline, “no shows”, or after a program begins may not be approved.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the Amenity Manager at ~~877-221-6919~~ , and to the office of the District Manager at ~~321-263-0132~~ .

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The clubhouse will be open year-round. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

1. **Registration and Access ~~Cards~~Passes.** Patrons and their Guests have the right to use the Amenities as set forth herein. In order to use the Amenities, each Patron, including all of Patron’s Family, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**. Patrons are responsible for their actions and



- those of their Guests. All Patrons must sign-in and have their assigned Access Card Pass or key pad code upon entering the clubhouse. Access Cards-Passes and codes are only to be used by the Patron to whom they are issued.
2. **Guests.** Guests must be accompanied by a Patron while using the Amenities.
 3. **Minors.** Patrons aged eighteen (18) years of age or older are responsible for all minor Patrons from their household or visiting the Amenities as Guests of the Patron. Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied by an adult aged eighteen (18) or older.
 4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors, with the exception of the locker room areas.
 5. **Food and Drink.** Food and drink will be limited to designated areas only and purchased from the Café.
 6. **Alcohol.** Alcoholic beverages shall be served from the Café ONLY, except at pre-approved special events. For pre-approved rentals and planned events, Patrons will be required to hire a licensed and insured vendor of alcoholic beverages and must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.
 7. **No Smoking.** Smoking, including the use of e-cigarettes or other electronic smoking devices, is not permitted in any building, or enclosed or fenced area, including but not limited to the clubhouse, fitness center, swimming pool or swimming pool deck area, tennis courts, or playground. All waste must be disposed of in the appropriate receptacles.
 8. **Pets.** With the exception of service animals, pets are not permitted, and pets are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets, including service animals, as a courtesy to others and in accordance with the law.
 9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.



10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters, or promotional material shall not be originated, solicited, circulated, or posted on Amenities property unless approved in writing by the District.
19. **Firearms.** Firearms or any other weapons are not permitted in any of the Amenities.
20. **Trespassing/Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
21. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
22. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.



23. **Grills.** Grills are not permitted on public areas, except if pre-approved for use during approved events.
24. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
25. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and Guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.
26. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

FITNESS CENTER

The following policies apply to the District's fitness center:

1. **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. **Usage Restrictions.** Patrons and Guests aged sixteen (16) years of age and older may use the fitness center. Patrons and Guests between the ages of thirteen (13) to fifteen (15) must be accompanied by a parent or guardian at all times to use the fitness room. Patrons aged twelve (12) years and under may not use the fitness room.
3. **Attire.** Appropriate attire, including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
4. **Courtesy.** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers (no glass).



6. **Noise.** Personal music devices are permitted only if used with headphones and played at a volume that does not disturb others.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

POOL, POOL SLIDE & SPA AREA

The following policies apply to the District's pool, pool slide, and spa areas:

1. **Swim at Your Own Risk.** The pool areas are not supervised during operating hours. There is no lifeguard on duty.
2. **Operating Hours.** Swimming is permitted only during posted swimming hours. The pool is open 9 a.m. to 10 p.m. (EST). The pool slide areas are open from noon to dusk only. No one is permitted in the pool or pool slide areas at any other time.
3. **Supervision of Children.** Children aged twelve (12) years and younger must be accompanied by an adult at least eighteen (18) years of age at all times for usage of the pool.
4. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.
5. **Food and Drink.** Food and drink will be limited to designated areas only and purchased from the Café. Outside alcoholic beverages and food are not permitted, except for pre-approved special events and reservation events. Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms at any time.
6. **Horseplay.** No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
7. **Diving.** Diving is strictly prohibited at the pool.



8. **Noise.** Except at pre-approved events, radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
9. **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool and pool slide. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
10. **Entrances.** Pool entrances must be kept clear at all times.
11. **Railings.** No swinging on ladders, fences, or railings is allowed.
12. **Pool Furniture.** Pool furniture is not to be removed from the pool area and must be returned after use.
13. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
14. **Pets.** Pets, with the exception of service animals, are not permitted on the pool deck area inside the pool gates at any time.
15. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person with or suspected of having a communicable disease which could be transmitted through the use of the pool should use the pool.
17. **Swim Diapers.** Parents or legal guardians should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.



18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
20. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
21. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
22. **Pool/Water Slide.** Be advised that the water slide is an adventure activity and may expose the rider to possible physical injury. In deciding to participate the rider assumes full responsibility of any injury sustained. Riders must be at least 36 inches tall and be able to swim the width of the pool in order to exit the catch pool area to use the slide. Riders are not allowed to wear flotation devices to ride the slide; they must be able to exit the slide flume and swim to the exit by themselves. No metal objects, locker keys, jewelry, metal straps, watches, goggles, sunglasses, or eyeglasses permitted on the slide as they may cause injury. Cutting ahead of others in line and rowdy play are prohibited and may result in dismissal from the pool area. No chain riding permitted; only one rider at a time. Enter and exit the flume feet first; standing, stopping, or sliding down head first is prohibited. Hands must be kept inside the flume at all times. No diving from the end of the flume. All riders must cross feet and arms when riding down the slide and enter the catch pool area feet first. Exit the catch pool immediately; individuals must exit the catch pool area before the next rider can be sent. Elderly persons and persons with medical conditions should consult their physician before using the water slide. Pregnant women will not be permitted on the water slide. Parents and/or guardians of children under the age of eighteen (18) are strongly encouraged to observe the activity prior to deciding whether to allow their child to participate. Parents and guardians must abide by all children's policies
23. **Swim Instruction.** Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
24. **Capacity.** The maximum bathing load for the pool is enforced pursuant to the Florida Department of Health's operating permit for the District's swimming pool ("Capacity Limits"). The Amenity Manager will post the Capacity Limits at the pool and will periodically monitor the area. In the event the Capacity Limits are



exceeded, the Amenity Manager shall request that Patrons and their Guests leave the pool area until the Capacity Limits are met.



LAZY RIVER

All pool rules identified above are applicable to the Lazy River. Additionally, the following policies apply to the Lazy River:

1. **Swim at Your Own Risk.** The lazy river areas are not supervised during operating hours.
2. **Operating Hours.** The lazy river areas are open from 11 a.m. to dusk only (EST). No one is permitted in the lazy river at any other time unless a specific event is pre-approved.
3. **Supervision of Children.** Children ages twelve (12) years and younger must be accompanied by an adult at least eighteen (18) years of age at all times for usage of the lazy river.
4. **Approved Tubes.** No outside floatation devices are permitted. Floatation devices, such as tubes, may not be stacked while in the water and must be neatly returned to the proper storage area after use.
5. **Flow.** Riders must follow the flow of the current. No jumping, pushing, running or other horseplay is allowed in the lazy river.
6. **Capacity.** The maximum bathing load for the lazy river is enforced pursuant to the Florida Department of Health's operating permit for the District's lazy river ("Capacity Limits"). The Amenity Manager will post the Capacity Limits at the lazy river and will periodically monitor the area. In the event the Capacity Limits are exceeded, the Amenity Manager shall request that Patrons and their Guests leave the lazy river area until the Capacity Limits are met.

TENNIS COURTS

The following policies apply to the tennis courts:

1. **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, tennis court use should be limited to 1 hour.
2. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
3. **Use.** Tennis courts are for tennis only.



4. **Pets.** Pets, with the exception of service animals, are not permitted on the tennis courts at any time.
5. **Food and Drinks.** Food and gum are not permitted on the tennis courts. Drinks must be in a non-breakable spill-proof container.
6. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis courts.
7. **Operating Hours.** The tennis courts are open from dawn to dusk only. No one is permitted on the tennis courts at any other time unless a specific event is pre-approved and scheduled.
8. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skate boards or similar uses are permitted on the tennis courts.
9. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
10. **Equipment.** Patrons are responsible for bringing their own equipment.
11. **Tennis Instruction.** Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
12. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

MULTI-PURPOSE FIELD

Our community offers a multi-purpose field. The following policies apply:

1. **First Come Basis.** The field is available for use by Patrons and Guests only on a first come first serve basis.
2. **Vehicles.** No bicycles, scooters, skateboards, or other equipment or vehicles with wheels are permitted on the multi-purpose field.
3. **Chalking.** Chalking or marking the field must be approved in advance and proper marking materials must be used.
4. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the field.



5. **Pets.** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
6. **Equipment.** Patrons are responsible for bringing their own equipment.
7. **Golfing.** Golfing is not permitted on the field.
8. **Sports Instruction.** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.
9. **Noise.** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS

The following policies apply to the event lawn, patio, and other outdoor areas:

1. **First Come Basis.** The pool side cabanas are available for use by Patrons and Guests by reservation only. The event lawn and patio areas may only be reserved for a program or event approved by the District.
2. **Vehicles.** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
3. **Skateboards, Etc.** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
4. **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
5. **Pets.** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis.
7. **Noise.** Amplified sound systems and DJs are prohibited unless it is pre-approved by the District for an approved program, event or rental. The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.



8. **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming, ~~fishing~~, or boating, ~~but may be used by Patrons and Guests for fishing as set forth herein.~~ We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a ~~catch and release policy for all fish caught~~ no fishing policy in all of the ponds. The ponds are not intended for ~~anything but catch and release~~ recreational activities, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. ~~The ponds are not to State code for keeping your catch, so please protect yourself and the fish population and return them to the water.~~

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
- ~~2. Children under the age of sixteen (16) must be accompanied by at least one adult aged eighteen (18) years or older when fishing.~~
- ~~3.2.~~ 2. Parking along the county right of way or on any grassed area near the ponds is prohibited. ~~It is recommended that Patrons and/or Guests wishing to fish, walk or ride bicycles to the ponds.~~
- ~~4.3.~~ 3. Do not leave personal property, ~~including but not limited to fishing poles, lines, equipment or bait,~~ unattended.
- ~~5.4.~~ 4. Do not leave any litter. ~~Fishing line is hazardous to wildlife.~~
- ~~6.5.~~ 5. Do not feed the wildlife anything, ever.
- ~~7.6.~~ 6. ~~Fish caught from the ponds and lakes may not be edible since the ponds and lakes are designed to detain pollutants. Catch and release is required~~ Fishing is prohibited in all ponds on District property.
- ~~8.7.~~ 7. Swimming is prohibited in all ponds on District property.
- ~~9.8.~~ 8. No watercrafts of any kind are allowed in any of the ponds on District property.
- ~~10. Licensing requirements from other governmental agencies may apply. Patrons and Guests are responsible for verifying the applicable laws, statutes, rules, and regulations.~~

PLAYGROUND AND TOT LOTS

The community provides playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. Patrons and Guests may use the playgrounds and tot lots at their own risk.



2. Adult (meaning an individual aged eighteen (18) years or older) supervision is required for children under the age of twelve (12) years old. Children must remain in the sight of parents and/or guardians. All children are expected to play cooperatively with other children.
3. Proper footwear is required and no loose clothing, especially with strings, should be worn.
4. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
5. No food, drinks, or gum are permitted at the playground.
6. No pets of any kind are permitted at the playground.
7. No glass containers are permitted at the playground.
8. No jumping off from any climbing bar or platform.
9. Profanity, rough-housing, and disruptive behavior are prohibited.
10. If anything is wrong with the equipment or someone gets hurt, notify the Amenity Manager and District immediately.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.



Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein 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 law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

ATTACHMENT A:	Registration Form
ATTACHMENT B:	Consent and Waiver Agreement
ATTACHMENT C:	Rental Application



**ATTACHMENT A
Registration Form**

A specific registration form will be provided for each event.



**ATTACHMENT B
Consent and Waiver Agreement**

**Solterra Resort Community Development District
Consent and Waiver Agreement**

Thank you for using the Solterra Resort Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things a clubhouse, fitness center, swimming pool, tennis courts, playground, multi-purpose field, and walking trails and to participation in any of the District's many community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's amenities rules and policies, as may be amended from time to time. For purposes of this Agreement, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

Acknowledgement of Participation

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities.

Acknowledgement of Health

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either



had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the activities.

Role of the District

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

Assumption of Risk

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

Waiver and Indemnification

As stated in the District's policies, any Patron, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, including Participant, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or



other person, including Participant, shall be liable to the District for all attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

Sovereign Immunity

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes* or other statute or law.

Emergency Transportation and Care

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the “Waiver and Release of Liability” provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

Rules and Policies

Participant agrees to read and comply with the written rules and policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

Insurance Coverage

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.



Binding Effect

This Agreement is binding on the Participant, and the Participant's spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

Miscellaneous Provisions

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Polk County, Florida.

[CONTINUED ON FOLLOWING PAGE]



I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.

Participant Name: _____

Participant Signature: _____
(if Participant is 18 years of age or older)

Date: _____

Parent/Guardian Name: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____
(if Participant is a minor child)

Date: _____

Address: _____

Phone Number (home/cell): _____

Phone Number (alternate): _____

Emergency Contact (Print Name): _____

Emergency Contact Phone Number: _____

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.



**ATTACHMENT C
Rental Application**

**SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
PATRON – AMENITIES RENTAL APPLICATION**

Today's Date: ___/___/___

Event Date: ___/___/___

Amenity Requested for Rental (check box):

- Clubhouse
- Outdoor covered patio area
- Multi-purpose field

Type of Event: _____

Maximum Number of People Attending: _____

Patron Name: _____

Patron Address: _____

Patron Phone Number: _____

Patron Email Address: _____

****RESPONSIBILITY FOR THE RENTAL AND ALL DAMAGES ARE THE LIABILITY OF THE
PATRON****

CHECKS / MONEY ORDERS MUST BE WRITTEN TO: SOLTERRA RESORT CDD

****ALL NSF & CHECKS RETURNED FOR ANY REASON WILL RESULT IN ADDITIONAL FEES
PER RETURNED CHECK****

FOR OFFICE USE ONLY:

Deposit: Check # _____ Amount: _____
Employee: _____

Rental: Check # _____ Amount: _____
Employee: _____

Driver's License Number: _____ STATE: _____

Were there damages / rental issues? YES: _____ NO: _____

If yes, describe issues: _____

If no, date deposit check refund requested: ___/___/___

Request by: _____



PART 3: Amenities Disciplinary Rule

Law Implemented: ss. 190.011, Fla. Stat. ~~(2021)~~

Effective Date: ~~October 27, 2022~~)

In accordance with Chapters 190 and 120 of the Florida Statutes, and on ~~October 27, 2022~~) , at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Solterra Resort Community Development District adopted the following rules to govern disciplinary matters at the District's amenities.

1. **Introduction.** This rule addresses disciplinary measures governing the use of the amenities owned and managed by the Solterra Resort Community Development District.

2. **General Rule.** All persons using the District's amenities are responsible for compliance with, and shall comply with, the rules and policies established for the safe operations of the District's ~~amenities~~Amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, ~~and~~ Amenities Manager, ~~and District Counsel~~ shall have the right to restrict, suspend, or terminate the amenities privileges of any person to use the amenities for any of the following behavior:

- a. Submits false information on any application for use of the ~~amenities~~Amenities;
- b. Permits the unauthorized use of an ~~amenity~~Amenity pass~~Pass~~;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies, including but not limited to any policies governing the use of the pool;
- f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

Notwithstanding the foregoing, any time a user of the Amenities is arrested for an act committed, or allegedly committed, while on District property, or violates the District's rules and policies in a manner that, in the discretion of the Amenities Manager, District Manager, and/or District staff upon consultation with one Board member, justifies



suspension beyond the guidelines set forth herein, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenities privileges may be warranted and considered.

4. Authority of Amenities Manager. The Amenities Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the Amenities for a period not to exceed seven (7) days.

5. Authority of District Manager. The District Manager may at any time restrict, suspend, or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for any period of time. Any such person shall have the right to appeal the imposition of the restriction, suspension, or termination before the Board of Supervisors.

6. Enforcement of Penalties/Fines. For any of the reasons set forth above, the District shall additionally have the right to impose a fine up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages, and attorneys' fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. Legal Action; Criminal Prosecution. If any person is found to have committed any of the infractions noted above, such person may additionally be subject to legal enforcement or other legal action, civil or criminal in nature.

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



Part 4: Operation Plan

1. Vendor List (updated lists maintained at clubhouse and/or with District Manager)

Facility	Service	Frequency	Contact	Start and End Date
Pool				
Landscape				
Streetlights				
Club Room				
Fitness room area				
Clubhouse building				
Cabanas pool side				

2. List of Active Warranties (updated lists maintained at clubhouse and/or with District Manager)

Item Number	Manufacturer	Warranty Status	Maintenance Schedule	Maintenance Vendor

3. Hours of Operations (All times shown are in EST)

Facility	Open	Closed
Clubhouse	<u>9:00 a.m.</u>	<u>7:00 p.m.</u>
Fitness Center	<u>5:00 a.m.</u>	<u>11:00 p.m.</u>
Pool	<u>9:00 a.m.</u>	<u>10:00 p.m.</u>
Pool Slide	<u>12:00 p.m.</u>	<u>dusk</u>
Lazy River	<u>11:00 a.m.</u>	<u>dusk</u>



Hours to be set and mutually agreed upon by Amenities Manager and the District Board of Supervisors. Hours will be published.

4. Routine Cleaning Procedures (updated lists maintained at clubhouse and/or with District Manager)

Facility	Vendor	Service	Frequency

5. Cleaning Record Form

Maintained with the in the clubhouse and/or District Manager



EXHIBIT 6



RESOLUTION 2023-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED AMENITY CENTER RULES AND RATES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solterra Resort Community Development District (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Polk County, Florida; and

WHEREAS, the Districts’ Amenity Facilities have been constructed in accordance with the District’s purpose and improvement plan; and

WHEREAS, Chapters 190 and 120, Florida Statutes, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (“**Board**”), after providing notice pursuant to Florida law and holding a public hearing thereon, previously adopted Amenity Policies governing the use of the Amenity Facilities and establishing certain rates and fees relating to the use thereof; and

WHEREAS, after providing notice pursuant to Florida law, and after holding a public hearing thereon, the Board finds that it is in the best interests of the District to adopt revised rules and rates, attached hereto as **Exhibit A** and incorporated herein by this reference (“**Revised Amenities Rules and Policies**”), for immediate use and application; and

WHEREAS, the Board finds that the imposition of user fees and related charges in accordance with **Exhibit A** for utilization of the recreation facilities and services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interest of the District; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Revised Amenities Rules and Policies contained in **Exhibit A**.

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

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The attached Revised Amenities Rules and Policies are hereby adopted pursuant to this resolution as necessary for the efficient use and operation of the District’s Amenity Facilities. These Revised Amenities Rules and Policies shall stay in full force and effect until such time as the Board of Supervisors may amend these Revised Amenities Rules and Policies. The Board of Supervisors reserves the right to approve such amendments by motion.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.



SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 4TH DAY OF AUGUST, 2023.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Revised Amenities Rules and Policies



EXHIBIT 7



**SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 ADOPTED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)**

	FY 2022 ACTUALS	FY 2023 ADOPTED	FY 2024 ADOPTED	VARIANCE FY23 TO FY24
1 REVENUE				
2 SPECIAL ASSESSMENTS ON-ROLL (Net)	\$ 2,080,112	\$ 2,851,513	\$ 2,931,026	\$ 79,513
3 SOLTERRA RESORT HOA FUNDING FOR SHERIFF	1,275	21,000	-	(21,000)
4 Resort Usage Fee, Cafe Lease Rev, Cabana Rev, Programming Rev			977,980	977,980
5 MISCELLANEOUS REVENUE	38,973	-	-	-
6 INTEREST		-	-	-
7 FUND BALANCE FORWARD		-	-	-
8 TOTAL REVENUE	2,120,360	2,872,513	3,909,006	1,036,493
9 EXPENDITURES				
10 GENERAL ADMINISTRATIVE:				
12 SUPERVISOR FEES & RELATED PAYROLL EXPENDITURES	1,400	12,000	12,000	-
13 DISTRICT MANAGEMENT	42,400	43,760	46,000	2,240
14 MASS MAILING & PRINTING	1,652	1,500	1,700	200
15 LEGAL ADVERTISING	1,559	1,500	1,600	100
16 BANK FEES	839	500	900	400
17 REGULATORY & PERMIT FEES	200	250	250	-
18 AUDITING SERVICES	2,600	3,000	3,000	-
19 DISTRICT ENGINEER	8,542	10,000	10,000	-
20 LEGAL SERVICES - GENERAL COUNSEL	36,005	25,000	36,000	11,000
21 COUNTY ASSESSMENT COLLECTION CHARGES	36,337	25,000	36,000	11,000
22 WEBSITE SETUP & ADMINISTRATION	2,015	2,015	2,015	-
23 MISCELLANEOUS EXPENSES	1,457		20,000	20,000
24 TOTAL GENERAL ADMINISTRATIVE	135,006	124,525	169,465	44,940
25 INSURANCE:				
27 INSURANCE (General Liability & Public Officials, & Property)	33,311	36,880	44,256	7,376
28 TOTAL INSURANCE	33,311	36,880	44,256	7,376
29 DEBT SERVICE ADMINISTRATION:				
31 ARBITRAGE REPORTING	650	750	750	-
32 DISSEMINATING AGENT	6,000	4,800	4,800	-
33 TRUSTEE FEES	12,337	17,000	17,000	-
34 TOTAL DEBT SERVICE ADMINISTRATION	18,987	22,550	22,550	-
35 UTILITIES:				
37 GAS	58,227	75,000	78,750	3,750
38 ELECTRICITY	259,308	277,908	291,803	13,895
39 WATER	118,008	99,730	138,600	38,870
40 TOTAL UTILITIES	500,724	452,638	509,153	56,515
41 SECURITY:				
43 SECURITY MONITORING - MAIN ENTRANCE & POOL	42,905	31,200	45,000	13,800
44 SECURITY SYSTEM - MAIN ENTRANCE	38,977	2,400	40,000	37,600
45 SECURITY - ACCESS CARDS	1,815	5,500	5,500	-
46 SECURITY - PENALTY FALSE ALARM	4,172	8,500	8,500	-
47 SECURITY- GUARDHOUSE - STAFFING	159,734	350,000	500,000	150,000
48 SECURITY GUARDHOUSE- MANAGEMENT	4,400	-	-	-
49 SECURITY - PATROL		42,000	50,000	8,000
50 GATE MAINTENANCE & REPAIR	6,057	10,000	10,000	-
51 PHONE & INTERNET (GUARDHOUSE)	1,788	5,100	5,100	-
52 TOTAL SECURITY	259,848	454,700	664,100	209,400

**SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 ADOPTED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)**

	FY 2022 ACTUALS	FY 2023 ADOPTED	FY 2024 ADOPTED	VARIANCE FY23 TO FY24	
53					
54	CLUBHOUSE/AMENITY ADMINISTRATION:				
55	STAFFING: AMENITY MANAGEMENT	76,200	50,000	231,213	181,213
56	STAFFING: LIFESTYLE & POOL MONITORING	179,939	550,000	754,075	204,075
57	CLUBHOUSE FACILITY MAINTENANCE-CLEANING	49,095	45,000	87,600	42,600
58	CLUBHOUSE MAINTENANCE & REPAIRS	10,470	20,000	255,143	235,143
59	CLUBHOUSE & LIFESTYLE SUPPLIES	48,286	60,000	60,000	-
60	CLUBHOUSE AFTER HOURS EMERGENCY RESPONSE		500	-	(500)
61	PEST CONTROL & TERMITE BOND	16,518	13,200	20,000	6,800
62	WATER AND VENDING SERVICES	620	7,000	7,000	-
63	BACKGROUND CHECK & DRUG TESTING		750	-	(750)
64	SOCIAL ACTIVITY & MOVIE LICENSE	700		1,000	1,000
65	PHONE & INTERNET (CLUBHOUSE)	11,249	12,514	12,514	-
66	TOTAL CLUBHOUSE/AMENITY ADMINISTRATION	393,077	758,964	1,428,545	669,581
67					
68	LANDSCAPE/PROPERTY MAINTENANCE:				
69	POND & WETLAND MAINTENANCE	33,236	53,800	53,800	-
70	LANDSCAPE MAINTENANCE - CONTRACT	213,301	194,400	250,000	55,600
71	LANDSCAPE REPLINISHMENT	39,370	116,667	116,667	-
72	IRRIGATION REPAIRS & MAINTENANCE	19,508	20,000	20,000	-
73	ASPHALT PAVEMENT REPAIR & MONITORING	16,690	25,000	25,000	-
74	LANDSCAPE/PROPERTY CONTINGENCY	857	122,000	64,400	(57,600)
75	COMPREHENSIVE FIELD SERVICES	10,000	10,000	12,000	2,000
76	TOTAL LANDSCAPE/PROPERTY MAINTENANCE	332,962	541,867	541,867	-
77					
78	FACILITY MAINTENANCE:				
79	POOL SERVICE - CONTRACT	29,891	78,000	51,000	(27,000)
80	REPAIRS & MAINTENANCE - POOL & LAZY RIVER	84,453		31,681	31,681
81	POOL PERMIT	700	850	850	-
82	SLIDE MAINTENANCE & REPAIRS		2,500	2,500	-
83	SIGNAGE	1,082	2,000	2,000	-
84	ATHLETIC FACILITIES MAINT. & FITNESS EQUIP. REPAIR	2,920	10,000	10,000	-
85	REFUSE DUMPSTER SERVICE	65,182	70,000	70,000	-
86	PRESSURE WASHING	3,000	15,000	15,000	-
87	CONTINGENCY	841	6,000	46,000	40,000
88	TOTAL FACILITY MAINTENANCE	188,069	184,350	229,031	44,681
89					
90	CAPITAL IMPROVEMENT & RESERVES				
91	CAPITAL IMPROVEMENT	17,000	196,039	196,039	-
92	CAPITAL IMPROVEMENT SPECIAL ASSESSMENT			-	-
93	RESERVE STUDY			4,000	4,000
94	INCREASE FOR OPERATING CAPITAL RESERVE		100,000	100,000	-
95	TOTAL CAPITAL IMPROVEMENTS	17,000	296,039	300,039	4,000
96					
97	EXPENDITURES	\$1,813,803	\$2,872,513	\$3,909,006	\$1,036,493
98					
99	EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	306,557	-	-	-

SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 ADOPTED BUDGET
CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	VENDOR	AMOUNT	COMMENTS (SCOPE OF SERVICE)
1 GENERAL ADMINISTRATIVE:			
2 SUPERVISOR FEES & RELATED EXPENDITURES	LEGISLATIVE	\$ 12,000	Increase from \$2K budgeted in FY 22; Assumes 5 supervisors at \$200 per meeting for 12 meetings
3 DISTRICT MANAGEMENT	VESTA	\$ 46,000	
4 MASS MAILING & PRINTING	TAMPA PRINT SERVICES	\$ 1,700	Increased to match FY22 actuals
5 LEGAL ADVERTISING	THE LEDGER	\$ 1,600	X6 MEETING NOTICES AND X3 PUBLIC HEARINGS
6 BANK FEES	WELLS FARGO	\$ 900	
7 REGULATORY AND PERMIT FEES	FL DEPART. OF ECONOMIC OPPORTUNITY	\$ 250	Assumes 43% increase based on current spending
8 AUDITING SERVICES	DMHB	\$ 3,000	Assumes 5% increase each year...Contract is for \$2,600 for the year ending 2021.
9 DISTRICT ENGINEER	STANTEC CONSULTING	\$ 10,000	AGREEMENT 37 & 46
10 LEGAL SERVICES - GENERAL COUNSEL	KVW LAW	\$ 36,000	
11 COUNTY ASSESSMENT COLLECTION CHARGES	POLK COUNTY	\$ 36,000	
12 WEBSITE SET UP & ADMINISTRATION	CAMPUS SUITE	\$ 2,015	No change over FY 2023
13 MISCELLANEOUS EXPENSES		\$ 20,000	
14 TOTAL GENERAL ADMINISTRATIVE:		\$ 169,465	
15 INSURANCE:			
16 INSURANCE (General Liability & Public Officials)	EGIS INSURANCE	\$ 44,256	Represents 20% increase over FY23
17 TOTAL INSURANCE:		\$ 44,256	
18 DEBT SERVICE ADMINISTRATION:			
19 ARBTRAGE REPORTING	LLS TAX SOLUTIONS	\$ 750	The 2013 is not tax exempt so arbitrage not required. The Series 2014 falls under small issuance and arbitrage reporting is not required.
20 DISSEMINATING AGENT	VESTA	\$ 4,800	DPFG has proposed to provide these services at \$4,800 for all Series of Debt (saving the District \$4,200)
21 TRUSTEE FEES	US BANK	\$ 17,000	CONFIRMED WITH BANK TRUSTEE. INCLUDES AMOUNTS FOR SERIES 2013, 2014, AND SERIES 2018; FY 22 Budgeted amount is \$12,337; represents 27.43% increase if CDD takes additional bond
22 TOTAL DEBT SERVICE ADMINISTRATION:		\$ 22,550	
23 UTILITIES:			
24 GAS	FLORIDA PUBLIC UTILITIES	\$ 78,750	assumes a 5% increase over FY23 (POOL HEATERS)
25 ELECTRICITY	DUKE ENERGY	\$ 291,803	assumes a 5% increase over FY23, STREETLIGHTS, AMENITY, GUARD & PUMP
26 WATER	POLK COUNTY UTILITIES	\$ 138,600	\$32k added for reclaimed water - assumes a 5% increase over FY23
27 TOTAL UTILITIES		\$ 509,153	
28 SECURITY:			
29 SECURITY MONITORING - MAIN ENTRANCE & CLUBHOUSE	PROPTIA	\$ 45,000	
30 SECURITY SYSTEM - MAIN ENTRANCE	FLOCK	\$ 40,000	
31 SECURITY - ACCESS CARDS	PROPTIA	\$ 5,500	Guest passes
32 SECURITY - PENALTY FALSE ALARM		\$ 8,500	
33 SECURITY- GUARDHOUSE - STAFFING	FTI	\$ 500,000	
34 SECURITY - GUARDHOUSE - MANAGEMENT			Provided in house through onsite management/remove this item in 2023
35 SECURITY - PATROL	OFF DUTY POLK COUNTY SHERIFF	\$ 50,000	
36 GATE MAINTENANCE AND REPAIR		\$ 10,000	MISCELLANEOUS GATE MAINTENANCE AND REPAIR. Additional amount of \$125 per month for gate maintenance contract
37 PHONE & INTERNET (GUARDHOUSE)	SPECTRUM (BRIGHTHOUSE)	\$ 5,100	
38 TOTAL SECURITY		\$ 664,100	
39 CLUBHOUSE/AMENITY ADMINISTRATION:			
40 STAFFING: AMENITY MANAGEMENT	Vesta GM, AGM	\$ 231,213	Vesta GM, AGM
41 STAFFING: LIFESTYLE & POOL MONITORING	Vesta LS Coords, Resort Hosts, Concierge	\$ 754,075	Vesta LS Coords, Resort Hosts, Concierge
42 CLUBHOUSE FACILITY MAINTENANCE-CLEANING	Vesta Custodian	\$ 87,600	Vesta Custodian
43 CLUBHOUSE MAINTENANCE & REPAIRS	Vesta Fac Mgr and Maint. Techs	\$ 255,143	Vesta Fac Mgr and Maint. Techs
44 CLUBHOUSE & LIFESTYLE SUPPLIES	EVERGREEN	\$ 60,000	SOCIAL ACTIVITIES & MOVIE LICENSE; CLUBHOUSE SUPPLIES AND UNIFORMS
45 CLUBHOUSE AFTER HOURS EMERGENCY RESPONSE	EVERGREEN		AS NEEDED
46 PEST CONTROL & TERMITE BOND		\$ 20,000	INCLUDING 1ST YEAR EQUIPMENT
47 WATER AND VENDING SERVICES		\$ 7,000	

SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 ADOPTED BUDGET
CONTRACT SUMMARY

	FINANCIAL STATEMENT CATEGORY	VENDOR	AMOUNT	COMMENTS (SCOPE OF SERVICE)
48	BACKGROUND CHECK & DRUG TESTING	EVERGREEN		
49	SOCIAL ACTIVITY & MOVIE LICENSE		\$ 1,000	
50	PHONE & INTERNET (CLUBHOUSE)	SPECTRUM (BRIGHTHOUSE)	\$ 12,514	
51	TOTAL CLUBHOUSE/AMENITY ADMINISTRATION:		\$ 1,428,545	
52	LANDSCAPE/PROPERTY MAINTENANCE:			
53	POND & WETLAND MAINTENANCE	STEADFAST	\$ 53,800	Monthly Aquatic maintenance of 15 sites. Additional \$5,000 for misc. aquatic maint. Includes \$5000 for report and \$10,000 for any mitigation and \$10,000 for aquatic plant replenishment
54	LANDSCAPE MAINTENANCE - CONTRACT	YELLOWSTONE	\$ 250,000	
55	LANDSCAPE REPLENISHMENT & ENHANCEMENT	YELLOWSTONE	\$ 116,667	
56	IRRIGATION REPAIRS & MAINTENANCE	YELLOWSTONE	\$ 20,000	
57	ASPHALT PAVEMENT REPAIRS & MAINTENANCE		\$ 25,000	Sewer lines, grouting and curb repair.
58	LANDSCAPE/PROPERTY CONTINGENCY		\$ 64,400	
59	COMPREHENSIVE FIELD SERVICES	VESTA	\$ 12,000	Directs day to day operations of District. Schedule vendors and inspect their work, manage RFP process for ongoing maintenance, prepare monthly written reports to the Board.
60	TOTAL LANDSCAPE/PROPERTY MAINTENANCE:		\$ 541,867	
61	FACILITY MAINTENANCE:			
62	POOL CHEMICALS		\$ 51,000	
63	REPAIRS & MAINTENANCE - POOL & LAZY RIVER & CABANAS		\$ 31,681	
64	POOL PERMIT	N/A	\$ 850	FIXED FEE; ANNUAL COMPLIANCE
65	SLIDE MAINTENANCE & REPAIRS	COM-PAC FILTRATION	\$ 2,500	
66	SIGNAGE		\$ 2,000	
67	ATHLETIC FACILITIES MAINTENANCE & FITNESS EQUI REPAIR		\$ 10,000	
68	REFUSE DUMPSTER SERVICE	IDEAL DUMPSTER	\$ 70,000	
69	MISCELLANEOUS-INCLUDES PRESSURE WASHING		\$ 15,000	INCLUDES AMOUNTS FOR FACILITY AND GUARDHOUSE TO BE PRESSURE WASHED
70	CONTINGENCY		\$ 46,000	
71	TOTAL FACILITY MAINTENANCE:		\$ 229,031	
72	CAPITAL IMPROVEMENT		\$ 196,039	
73	CAPITAL IMPROVEMENT SPECIAL ASSESSMENT		\$ -	Potential special assessment in lieu of line of credit with bank
74	RESERVE STUDY		\$ 4,000	
75	INCREASE IN OPERATING CAPITAL RESERVE		\$ 100,000	
76	TOTAL EXPENDITURES		\$ 3,909,006	



**SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 ADOPTED BUDGET
ASSESSMENT ALLOCATION**

SOLTERRA RESORT BUDGET	
GENERAL ADMINISTRATIVE (90%)	\$152,518.50
INSURANCE (90%)	\$39,830.40
DEBT ADMINISTRATION (90%)	\$20,295.00
UTILITIES (92%)	\$468,421.13
SECURITY (90%)	\$597,690.00
CLUBHOUSE/AMENITY ADMIN (90%)	\$1,285,690.50
LANDSCAPE MAINTENANCE (100%)	\$541,867.00
FACILITY MAINTENANCE (90%)	\$206,127.90
CAPITAL IMPROVEMENTS (90%)	\$270,035.10
LESS: ENTRY FEE REVENUES (90%)	-\$880,182.00
NET O&M BUDGET	\$2,702,293.53
COUNTY COLLECTION COSTS	\$116,227.68
EARLY PAYMENT DISCOUNT	\$87,170.76
GROSS O&M ASSESSMENT	\$2,905,691.97

SOLTERRA SPRINGS BUDGET	
GENERAL ADMINISTRATIVE (10%)	\$16,946.50
INSURANCE (10%)	\$4,425.60
DEBT ADMINISTRATION (10%)	\$2,255.00
UTILITIES (8%)	\$40,732.27
SECURITY (10%)	\$66,410.00
CLUBHOUSE/AMENITY ADMIN (10%)	\$142,854.50
LANDSCAPE MAINTENANCE (0%)	\$0.00
FACILITY MAINTENANCE (10%)	\$22,903.10
CAPITAL IMPROVEMENTS (10%)	\$30,003.90
LESS: ENTRY FEE REVENUES (10%)	-\$97,798.00
NET O&M BUDGET	\$228,732.87
COUNTY COLLECTION COSTS	\$9,837.97
EARLY PAYMENT DISCOUNT	\$7,378.48
GROSS O&M ASSESSMENT	\$245,949.32

UNIT SIZE & PHASE	UNITS ASSESSED				ALLOCATION OF RESORT O&M ASSESSMENT				
	O&M	SERIES 2023 DEBT SERVICE	SERIES 2014 DEBT SERVICE	SERIES 2018 DEBT SERVICE	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL O&M	O&M PER LOT
AA1									
TOWNHOME	100	100			1.00	100.0	9.34%	\$271,306.44	\$2,713.06
SINGLE FAMILY 50'	230	230			1.00	230.0	21.48%	\$624,004.81	\$2,713.06
SINGLE FAMILY 70'	95	95			1.00	95.0	8.87%	\$257,741.12	\$2,713.06
AA2									
SINGLE FAMILY 40'-50'	146		146		1.00	146.0	13.63%	\$396,107.40	\$2,713.06
SINGLE FAMILY 70'	59		59		1.00	59.0	5.51%	\$160,070.80	\$2,713.06
AA3									
TOWNHOME	120			120	1.00	120.0	11.20%	\$325,567.73	\$2,713.06
SINGLE FAMILY 40'-50'	100			100	1.00	100.0	9.34%	\$271,306.44	\$2,713.06
SINGLE FAMILY 50'	171			171	1.00	171.0	15.97%	\$463,934.01	\$2,713.06
SINGLE FAMILY 70'	50			50	1.00	50.0	4.67%	\$135,653.22	\$2,713.06
SOLTERRA SPRINGS									
SINGLE FAMILY 50' (PPMT)	55			55					
SINGLE FAMILY 50'	63			63					
TOTAL	1189	425	205	559		1071.0	100.00%	\$2,905,691.97	

ALLOCATION OF SPRINGS O&M ASSESSMENT				
ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL O&M	O&M PER LOT
1.00	55.0	46.61%	\$114,637.40	\$2,084.32
1.00	63.0	53.39%	\$131,311.93	\$2,084.32
TOTAL	118.0	100.00%	\$245,949.32	

UNIT SIZE & PHASE	PER UNIT ANNUAL ASSESSMENT ⁽²⁾				PROPOSED TOTAL PER UNIT ⁽³⁾	FY 2023 VARIANCE		
	TOTAL O&M PER UNIT	SERIES 2023 DEBT SERVICE	SERIES 2014 DEBT SERVICE	SERIES 2018 DEBT SERVICE		PER UNIT	PER YEAR	PER MONTH
AA1								
TOWNHOME	\$2,713.06	\$563.69			\$3,276.75	\$3,333.69	-\$56.94	-\$4.74
SINGLE FAMILY 50'	\$2,713.06	\$1,024.88			\$3,737.95	\$3,901.19	-\$163.24	-\$13.60
SINGLE FAMILY 70'	\$2,713.06	\$1,178.61			\$3,891.68	\$4,090.35	-\$198.68	-\$16.56
AA2								
SINGLE FAMILY 40'-50'	\$2,713.06		\$1,301.00		\$4,014.07	\$3,941.08	\$72.98	\$6.08
SINGLE FAMILY 70'	\$2,713.06		\$1,496.15		\$4,209.22	\$4,136.23	\$72.98	\$6.08
AA3								
TOWNHOME	\$2,713.06			\$745.44	\$3,458.51	\$3,385.53	\$72.98	\$6.08
SINGLE FAMILY 40'-50'	\$2,713.06			\$1,259.95	\$3,973.01	\$3,900.03	\$72.98	\$6.08
SINGLE FAMILY 50'	\$2,713.06			\$1,355.55	\$4,068.61	\$3,995.63	\$72.98	\$6.08
SINGLE FAMILY 70'	\$2,713.06			\$1,427.51	\$4,140.58	\$4,067.60	\$72.98	\$6.08
SOLTERRA SPRINGS								
SINGLE FAMILY 50' (PPMT)	\$2,084.32			\$1,124.21	\$3,208.53	\$3,146.37	\$62.16	\$5.18
SINGLE FAMILY 50'	\$2,084.32			\$1,355.55	\$3,439.86	\$3,377.71	\$62.16	\$5.18

⁽¹⁾ Reflects the total number of lots with Series 2013, 2014 and 2018 debt outstanding.

⁽²⁾ Annual debt service assessments per unit adopted in connection with the Series 2013, 2014 and 2018 bond issuances. Annual Debt Service Assessments includes principal, interest, County collection costs and early payment discounts.

⁽³⁾ Annual assessments that will appear on the November, 2023 County property tax bill. Amount shown includes all applicable county collection costs (3%) and early payment discounts (up to 4% if paid early).

**SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 ADOPTED BUDGET
DEBT SERVICE OBLIGATION**

	SERIES 2014	SERIES 2018	SERIES 2023	TOTAL BUDGET
REVENUE				
ASSESSMENT ON -ROLL (NET MADS)	258,744	618,463	375,776	1,252,983
TOTAL REVENUE	258,744	618,463	375,776	1,252,983
EXPENDITURES				
INTEREST				
May 1, 2024	84,572	226,253	125,172	435,997
November 1, 2024	84,572	222,334	121,605	428,511
PRINCIPAL				
May 1, 2024		165,000	129,000	294,000
November 1, 2024	85,000		-	85,000
TOTAL EXPENDITURES	254,144	613,588	375,776	1,243,508
				-
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$ 4,600	\$ 4,875	\$ -	\$ 9,475
FUND BALANCE - ENDING	\$ 4,600	\$ 4,875	\$ -	\$ 9,475

Net Debt Service Assessments	1,252,983
County Collection Costs (3%) and Early Payment Discounts (4%)	94,311
Gross Debt Service Assessments	\$ 1,347,293

SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 ADOPTED BUDGET
\$3,830,000 SPECIAL ASSESSMENT BONDS, SERIES 2014

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bonds Outstanding
12/22/2014						3,830,000
5/1/2015		5.000%	72,256	72,256		3,830,000
11/1/2015	85,000	5.000%	100,822	185,822	258,078	3,745,000
5/1/2016		5.000%	98,697	98,697		3,745,000
11/1/2016	60,000	5.000%	98,697	158,697	257,394	3,685,000
5/1/2017		5.000%	97,197	97,197		3,685,000
11/1/2017	60,000	5.000%	97,197	157,197	254,394	3,625,000
5/1/2018		5.000%	95,697	95,697		3,625,000
11/1/2018	65,000	5.000%	95,697	160,697	256,394	3,560,000
5/1/2019		5.000%	94,072	94,072		3,560,000
11/1/2019	70,000	5.000%	94,072	164,072	258,144	3,490,000
5/1/2020		5.000%	92,322	92,322		3,490,000
11/1/2020	70,000	5.000%	92,322	162,322	254,644	3,420,000
5/1/2021		5.000%	90,572	90,572		3,420,000
11/1/2021	75,000	5.000%	90,572	165,572	256,144	3,345,000
5/1/2022		5.000%	88,697	88,697		3,345,000
11/1/2022	80,000	5.000%	88,697	168,697	257,394	3,265,000
5/1/2023		5.000%	86,697	86,697		3,265,000
11/1/2023	85,000	5.000%	86,697	171,697	258,394	3,180,000
5/1/2024		5.000%	84,572	84,572		3,180,000
11/1/2024	85,000	5.000%	84,572	169,572	254,144	3,095,000
5/1/2025		5.000%	82,447	82,447		3,095,000
11/1/2025	90,000	5.000%	82,447	172,447	254,894	3,005,000
5/1/2026		5.000%	80,197	80,197		3,005,000
11/1/2026	95,000	5.000%	80,197	175,197	255,394	2,910,000
5/1/2027		5.000%	77,822	77,822		2,910,000
11/1/2027	100,000	5.000%	77,822	177,822	255,644	2,810,000
5/1/2028		5.000%	75,322	75,322		2,810,000
11/1/2028	105,000	5.000%	75,322	180,322	255,644	2,705,000
5/1/2029		5.375%	72,697	72,697		2,705,000
11/1/2029	110,000	5.375%	72,697	182,697	255,394	2,595,000
5/1/2030		5.375%	69,741	69,741		2,595,000
11/1/2030	115,000	5.375%	69,741	184,741	254,481	2,480,000
5/1/2031		5.375%	66,650	66,650		2,480,000
11/1/2031	125,000	5.375%	66,650	191,650	258,300	2,355,000
5/1/2032		5.375%	63,291	63,291		2,355,000
11/1/2032	130,000	5.375%	63,291	193,291	256,581	2,225,000
5/1/2033		5.375%	59,797	59,797		2,225,000
11/1/2033	135,000	5.375%	59,797	194,797	254,594	2,090,000
5/1/2034		5.375%	56,169	56,169		2,090,000
11/1/2034	145,000	5.375%	56,169	201,169	257,338	1,945,000
5/1/2035		5.375%	52,272	52,272		1,945,000
11/1/2035	150,000	5.375%	52,272	202,272	254,544	1,795,000
5/1/2036		5.375%	48,241	48,241		1,795,000
11/1/2036	160,000	5.375%	48,241	208,241	256,481	1,635,000
5/1/2037		5.375%	43,941	43,941		1,635,000
11/1/2037	170,000	5.375%	43,941	213,941	257,881	1,465,000
5/1/2038		5.375%	39,372	39,372		1,465,000
11/1/2038	180,000	5.375%	39,372	219,372	258,744	1,285,000
5/1/2039		5.375%	34,534	34,534		1,285,000
11/1/2039	185,000	5.375%	34,534	219,534	254,069	1,100,000
5/1/2040		5.375%	29,563	29,563		1,100,000
11/1/2040	195,000	5.375%	29,563	224,563	254,125	905,000
5/1/2041		5.375%	24,322	24,322		905,000
11/1/2041	210,000	5.375%	24,322	234,322	258,644	695,000
5/1/2042		5.375%	18,678	18,678		695,000
11/1/2042	220,000	5.375%	18,678	238,678	257,356	475,000
5/1/2043		5.375%	12,766	12,766		475,000
11/1/2043	230,000	5.375%	12,766	242,766	255,531	245,000
5/1/2044		5.375%	6,584	6,584		245,000
11/1/2044	245,000	5.375%	6,584	251,584	258,169	-
Total	3,830,000		3,858,928	7,688,928	7,688,928	

Footnote:

Max. annual debt service:

258,744

(a) For budgetary purposes only.



SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 ADOPTED BUDGET
\$9,420,000 SPECIAL ASSESSMENT BONDS, SERIES 2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bonds Outstanding
9/30/2021						8,990,000
11/1/2021		4.000%	232,553	232,553	232,553	8,990,000
5/1/2022	155,000	4.000%	232,553	387,553		8,835,000
11/1/2022		4.000%	229,453	229,453	617,006	8,835,000
5/1/2023	160,000	4.000%	229,453	389,453		8,675,000
11/1/2023		4.000%	226,253	226,253	615,706	8,675,000
5/1/2024	165,000	4.750%	226,253	391,253		8,510,000
11/1/2024		4.750%	222,334	222,334	613,588	8,510,000
5/1/2025	175,000	4.750%	222,334	397,334		8,335,000
11/1/2025		4.750%	218,178	218,178	615,513	8,335,000
5/1/2026	185,000	4.750%	218,178	403,178		8,150,000
11/1/2026		4.750%	213,784	213,784	616,963	8,150,000
5/1/2027	195,000	4.750%	213,784	408,784		7,955,000
11/1/2027		4.750%	209,153	209,153	617,938	7,955,000
5/1/2028	205,000	4.750%	209,153	414,153		7,750,000
11/1/2028		4.750%	204,284	204,284	618,438	7,750,000
5/1/2029	215,000	4.750%	204,284	419,284		7,535,000
11/1/2029		4.750%	199,178	199,178	618,463	7,535,000
5/1/2030	225,000	5.000%	199,178	424,178		7,310,000
11/1/2030		5.000%	193,553	193,553	617,731	7,310,000
5/1/2031	235,000	5.000%	193,553	428,553		7,075,000
11/1/2031		5.000%	187,678	187,678	616,231	7,075,000
5/1/2032	245,000	5.000%	187,678	432,678		6,830,000
11/1/2032		5.000%	181,553	181,553	614,231	6,830,000
5/1/2033	260,000	5.000%	181,553	441,553		6,570,000
11/1/2033		5.000%	175,053	175,053	616,606	6,570,000
5/1/2034	275,000	5.000%	175,053	450,053		6,295,000
11/1/2034		5.000%	168,178	168,178	618,231	6,295,000
5/1/2035	285,000	5.250%	168,178	453,178		6,010,000
11/1/2035		5.250%	160,697	160,697	613,875	6,010,000
5/1/2036	305,000	5.250%	160,697	465,697		5,705,000
11/1/2036		5.250%	152,691	152,691	618,388	5,705,000
5/1/2037	320,000	5.250%	152,691	472,691		5,385,000
11/1/2037		5.250%	144,291	144,291	616,981	5,385,000
5/1/2038	335,000	5.250%	144,291	479,291		5,050,000
11/1/2038		5.250%	135,497	135,497	614,788	5,050,000
5/1/2039	355,000	5.250%	135,497	490,497		4,695,000
11/1/2039		5.250%	126,178	126,178	616,675	4,695,000
5/1/2040	365,000	5.375%	126,178	491,178		4,330,000
11/1/2040		5.375%	116,369	116,369	607,547	4,330,000
5/1/2041	385,000	5.375%	116,369	501,369		3,945,000
11/1/2041	-	5.375%	106,022	106,022	607,391	3,945,000
5/1/2042	405,000	5.375%	106,022	511,022		3,540,000
11/1/2042	-	5.375%	95,138	95,138	606,159	3,540,000
5/1/2043	430,000	5.375%	95,138	525,138		3,110,000
11/1/2043	-	5.375%	83,581	83,581	608,719	3,110,000
5/1/2044	450,000	5.375%	83,581	533,581		2,660,000
11/1/2044	-	5.375%	71,488	71,488	605,069	2,660,000
5/1/2045	475,000	5.375%	71,488	546,488		2,185,000
11/1/2045	-	5.375%	58,722	58,722	605,209	2,185,000
5/1/2046	505,000	5.375%	58,722	563,722		1,680,000
11/1/2046	-	5.375%	45,150	45,150	608,872	1,680,000
5/1/2047	530,000	5.375%	45,150	575,150		1,150,000
11/1/2047	-	5.375%	30,906	30,906	606,056	1,150,000
5/1/2048	560,000	5.375%	30,906	590,906		590,000
11/1/2048	-	5.375%	15,856	15,856	606,763	590,000
5/1/2049	590,000	5.375%	15,856	605,856		-
11/1/2049	-				605,856	-
Total	8,990,000		8,407,544	17,397,544	17,397,544	

Footnote:

(a) For budgetary purposes only.

Max. annual debt service: 618,462.50

SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 ADOPTED BUDGET
\$4,527,000 SERIES 2023 REFI BONDS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bonds Outstanding
			57,718	57,718	57,718	4,527,000
5/1/2024	129,000	5.53%	125,172	254,172		4,398,000
11/1/2024	-	5.53%	121,605	121,605	375,776	4,398,000
5/1/2025	133,000	5.53%	121,605	254,605		4,265,000
11/1/2025		5.53%	117,927	117,927	372,532	4,265,000
5/1/2026	142,000	5.53%	117,927	259,927		4,123,000
11/1/2026	-	5.53%	114,001	114,001	373,928	4,123,000
5/1/2027	151,000	5.53%	114,001	265,001		3,972,000
11/1/2027	-	5.53%	109,826	109,826	374,827	3,972,000
5/1/2028	160,000	5.53%	109,826	269,826		3,812,000
11/1/2028	-	5.53%	105,402	105,402	375,228	3,812,000
5/1/2029	169,000	5.53%	105,402	274,402		3,643,000
11/1/2029	-	5.53%	100,729	100,729	375,131	3,643,000
5/1/2030	177,000	5.53%	100,729	277,729		3,466,000
11/1/2030	-	5.53%	95,835	95,835	373,564	3,466,000
5/1/2031	186,000	5.53%	95,835	281,835		3,280,000
11/1/2031	-	5.53%	90,692	90,692	372,527	3,280,000
5/1/2032	198,000	5.53%	90,692	288,692		3,082,000
11/1/2032	-	5.53%	85,217	85,217	373,909	3,082,000
5/1/2033	210,000	5.53%	85,217	295,217		2,872,000
11/1/2033	-	5.53%	79,411	79,411	374,628	2,872,000
5/1/2034	223,000	5.53%	79,411	302,411		2,649,000
11/1/2034	-	5.53%	73,245	73,245	375,656	2,649,000
5/1/2035	233,000	5.53%	73,245	306,245		2,416,000
11/1/2035	-	5.53%	66,802	66,802	373,047	2,416,000
5/1/2036	248,000	5.53%	66,802	314,802		2,168,000
11/1/2036	-	5.53%	59,945	59,945	374,748	2,168,000
5/1/2037	263,000	5.53%	59,945	322,945		1,905,000
11/1/2037		5.53%	52,673	52,673	375,618	1,905,000
5/1/2038	276,000	5.53%	52,673	328,673		1,629,000
11/1/2038		5.53%	45,042	45,042	373,715	1,629,000
5/1/2039	290,000	5.53%	45,042	335,042		1,339,000
11/1/2039		5.53%	37,023	37,023	372,065	1,339,000
5/1/2040	307,000	5.53%	37,023	344,023		1,032,000
11/1/2040	-	5.53%	28,535	28,535	372,558	1,032,000
5/1/2041	327,000	5.53%	28,535	355,535		705,000
11/1/2041	-	5.53%	19,493	19,493	375,028	705,000
5/1/2042	343,000	5.53%	19,493	362,493		362,000
11/1/2042	-	5.53%	10,009	10,009	372,503	362,000
5/1/2043	362,000	5.53%	10,009	372,009		-
Total	\$ 4,527,000		\$ 3,009,715	\$ 7,536,715	\$ 7,164,706	

Footnote:

(a) For budgetary purposes only.

Max. annual debt service:

375,776.25

EXHIBIT 8



RESOLUTION 2023-15

THE ANNUAL APPROPRIATION RESOLUTION OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Solterra Resort Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.



- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Solterra Resort Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.



The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 4TH DAY OF AUGUST, 2023.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2023/2024 Budgets



EXHIBIT 9



**SOLTERRA RESORT CDD
FISCAL YEAR 2023-2024 ADOPTED BUDGET
ASSESSMENT ALLOCATION**

SOLTERRA RESORT BUDGET	
GENERAL ADMINISTRATIVE (90%)	\$152,518.50
INSURANCE (90%)	\$39,830.40
DEBT ADMINISTRATION (90%)	\$20,295.00
UTILITIES (92%)	\$468,421.13
SECURITY (90%)	\$597,690.00
CLUBHOUSE/AMENITY ADMIN (90%)	\$1,285,690.50
LANDSCAPE MAINTENANCE (100%)	\$541,867.00
FACILITY MAINTENANCE (90%)	\$206,127.90
CAPITAL IMPROVEMENTS (90%)	\$270,035.10
LESS: ENTRY FEE REVENUES (90%)	-\$880,182.00
NET O&M BUDGET	\$2,702,293.53
COUNTY COLLECTION COSTS	\$116,227.68
EARLY PAYMENT DISCOUNT	\$87,170.76
GROSS O&M ASSESSMENT	\$2,905,691.97

SOLTERRA SPRINGS BUDGET	
GENERAL ADMINISTRATIVE (10%)	\$16,946.50
INSURANCE (10%)	\$4,425.60
DEBT ADMINISTRATION (10%)	\$2,255.00
UTILITIES (8%)	\$40,732.27
SECURITY (10%)	\$66,410.00
CLUBHOUSE/AMENITY ADMIN (10%)	\$142,854.50
LANDSCAPE MAINTENANCE (0%)	\$0.00
FACILITY MAINTENANCE (10%)	\$22,903.10
CAPITAL IMPROVEMENTS (10%)	\$30,003.90
LESS: ENTRY FEE REVENUES (10%)	-\$97,798.00
NET O&M BUDGET	\$228,732.87
COUNTY COLLECTION COSTS	\$9,837.97
EARLY PAYMENT DISCOUNT	\$7,378.48
GROSS O&M ASSESSMENT	\$245,949.32

UNIT SIZE & PHASE	UNITS ASSESSED				ALLOCATION OF RESORT O&M ASSESSMENT				
	O&M	SERIES 2023 DEBT SERVICE	SERIES 2014 DEBT SERVICE	SERIES 2018 DEBT SERVICE	ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL O&M	O&M PER LOT
AA1									
TOWNHOME	100	100			1.00	100.0	9.34%	\$271,306.44	\$2,713.06
SINGLE FAMILY 50'	230	230			1.00	230.0	21.48%	\$624,004.81	\$2,713.06
SINGLE FAMILY 70'	95	95			1.00	95.0	8.87%	\$257,741.12	\$2,713.06
AA2									
SINGLE FAMILY 40'-50'	146		146		1.00	146.0	13.63%	\$396,107.40	\$2,713.06
SINGLE FAMILY 70'	59		59		1.00	59.0	5.51%	\$160,070.80	\$2,713.06
AA3									
TOWNHOME	120			120	1.00	120.0	11.20%	\$325,567.73	\$2,713.06
SINGLE FAMILY 40'-50'	100			100	1.00	100.0	9.34%	\$271,306.44	\$2,713.06
SINGLE FAMILY 50'	171			171	1.00	171.0	15.97%	\$463,934.01	\$2,713.06
SINGLE FAMILY 70'	50			50	1.00	50.0	4.67%	\$135,653.22	\$2,713.06
SOLTERRA SPRINGS									
SINGLE FAMILY 50' (PPMT)	55			55					
SINGLE FAMILY 50'	63			63					
TOTAL	1189	425	205	559		1071.0	100.00%	\$2,905,691.97	

ALLOCATION OF SPRINGS O&M ASSESSMENT				
ERU FACTOR	TOTAL ERU's	% TOTAL ERU's	TOTAL O&M	O&M PER LOT
1.00	55.0	46.61%	\$114,637.40	\$2,084.32
1.00	63.0	53.39%	\$131,311.93	\$2,084.32
TOTAL	118.0	100.00%	\$245,949.32	

UNIT SIZE & PHASE	PER UNIT ANNUAL ASSESSMENT ⁽²⁾				PROPOSED TOTAL PER UNIT ⁽³⁾
	TOTAL O&M PER UNIT	SERIES 2023 DEBT SERVICE	SERIES 2014 DEBT SERVICE	SERIES 2018 DEBT SERVICE	
AA1					
TOWNHOME	\$2,713.06	\$563.69			\$3,276.75
SINGLE FAMILY 50'	\$2,713.06	\$1,024.88			\$3,737.95
SINGLE FAMILY 70'	\$2,713.06	\$1,178.61			\$3,891.68
AA2					
SINGLE FAMILY 40'-50'	\$2,713.06		\$1,301.00		\$4,014.07
SINGLE FAMILY 70'	\$2,713.06		\$1,496.15		\$4,209.22
AA3					
TOWNHOME	\$2,713.06			\$745.44	\$3,458.51
SINGLE FAMILY 40'-50'	\$2,713.06			\$1,259.95	\$3,973.01
SINGLE FAMILY 50'	\$2,713.06			\$1,355.55	\$4,068.61
SINGLE FAMILY 70'	\$2,713.06			\$1,427.51	\$4,140.58
SOLTERRA SPRINGS					
SINGLE FAMILY 50' (PPMT)	\$2,084.32			\$1,124.21	\$3,208.53
SINGLE FAMILY 50'	\$2,084.32			\$1,355.55	\$3,439.86

FY 2023 PER UNIT	VARIANCE PER YEAR PER UNIT	VARIANCE PER MONTH PER UNIT
\$3,333.69	-\$56.94	-\$4.74
\$3,901.19	-\$163.24	-\$13.60
\$4,090.35	-\$198.68	-\$16.56
\$3,941.08	\$72.98	\$6.08
\$4,136.23	\$72.98	\$6.08
\$3,385.53	\$72.98	\$6.08
\$3,900.03	\$72.98	\$6.08
\$3,995.63	\$72.98	\$6.08
\$4,067.60	\$72.98	\$6.08
\$3,146.37	\$62.16	\$5.18
\$3,377.71	\$62.16	\$5.18

⁽¹⁾ Reflects the total number of lots with Series 2013, 2014 and 2018 debt outstanding.

⁽²⁾ Annual debt service assessments per unit adopted in connection with the Series 2013, 2014 and 2018 bond issuances. Annual Debt Service Assessments includes principal, interest, County collection costs and early payment discounts.

⁽³⁾ Annual assessments that will appear on the November, 2023 County property tax bill. Amount shown includes all applicable county collection costs (3%) and early payment discounts (up to 4% if paid early).

EXHIBIT 10



RESOLUTION 2023-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solterra Resort Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Polk County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and



WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Solterra Resort Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit B** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits A and B**, is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, Florida Statutes, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits A and B**. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid



to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 4TH DAY OF AUGUST, 2023.

ATTEST:

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll



EXHIBIT 11





Solterra Resort CDD Aquatics

Inspection Date:

7/28/2023 12:25 PM

Prepared by:

Lee Smith

Account Manager

STEADFAST OFFICE:
WWW.STEADFASTENV.COM
813-836-7940



MAINTENANCE AREA



SOLTERRA RESORT CDD

Solterra Blvd, Davenport

Gate Code:



Inspection Report

SITE: 20

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Decaying algae is present throughout this pond in moderate amounts. There is also a minor amount of Torpedo Grass present along the shoreline. Our technician will target these nuisance species during the next maintenance event.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	Slender Spikerush	Other:	

SITE: 21

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Mini Lillies have populated the surface of this pond. These are not invasive, but we will treat some of them to keep them from overtaking the pond. There is also minor amounts of Torpedo Grass around the perimeter. Our technician will continue to monitor and treat accordingly.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	Slender Spikerush	Other:	



Inspection Report

SITE: 22

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

This pond is pretty much completely dry. The very little amount of water does contain some surface algae. Nuisance grasses are also present in minor amounts, and some of them appear to be decaying from previous treatment. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	N/A	Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:	

SITE: 23

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Mini Lillies are also present throughout this pond. The water level in this pond is a little bit low, and the exposed bank contains some nuisance grasses. Some of the nuisance grasses appear to be decaying from previous treatment, and we will continue to monitor closely and treat where necessary.

<u>WATER:</u>	Clear	Turbid	Tannic	
<u>ALGAE:</u>	N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	



Inspection Report

SITE: 24

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Very minor amounts of algae were present along some areas of the perimeter. The bank contains some nuisance grasses, and there are also nuisance grasses within the water as well. Our technician will target these nuisance species during future maintenance events.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:	

SITE: 25

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Minor amounts of algae was observed around the perimeter. Torpedo grass was also present along the shoreline in some areas. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate
			Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:	



Inspection Report

SITE: 26

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

No major algae growth was observed in this pond. Nuisance grasses were present in moderate amounts around the perimeter. Our technician will target these grasses during the next maintenance event.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:	

SITE: 27

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Decaying algae was present in minor amounts around some areas of this pond. Slender Spikerush was also observed along the shoreline, but does appear to have been treated recently. Our technician will continue to monitor and treat accordingly.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	N/A	Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:	



Inspection Report

SITE: 28

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Scattered surface algae is present throughout this pond in minor amounts. Torpedo grass was also observed along some areas of the shoreline. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	N/A	Subsurface Filamentous	<input checked="" type="checkbox"/> Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	Slender Spikerush	Other:	

SITE: 29

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

This pond is completely dry. Our technician is doing a good job of keeping any nuisance vegetation under control. A buffer is being kept around this waterway in order to prevent any nuisance vegetation from expanding. They will continue to monitor closely and treat accordingly.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous
		Planktonic	Cyanobacteria
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
Hydrilla	Slender Spikerush	Other:	



MANAGEMENT SUMMARY



With the passing of the solstice, we are currently in the longest, hottest part of the year, the height of Summer. As such, algae and vegetation are growing as rapidly as possible. At this time of year, it will be a cyclical battle against these forces until more frequent rainfall or cooler temperatures bring relief with the onset of Fall. Our most recent visit was Wednesday (7/19), and evidence of our technician's treatment should be apparent all throughout the community. Recently treated algae and vegetation on all ponds will begin to decay following treatment, and will disappear over the course of 7-10 days. All waterways are being closely monitored and treated accordingly to keep them as healthy as possible during these warm summer months.

Considering the season, most ponds are in great condition. Nuisance grasses were still present in minor amounts and will be a main focus going forward. In terms of algal activity, there are still moderate amounts of decaying algae around the perimeters and throughout some ponds. Those ponds that still contain notable amounts of algae will be on our technician's radar for future visits. Some ponds simply require light touch ups to stay in good health during the summer conditions. Proceeding treatments will continue to combat any new growth that pops up between visits, as the growing season continues. Rains have improved most pond conditions favorably, and should continue to improve them as we move into the rainy, summer months.

RECOMMENDATIONS

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along exposed shorelines and within beneficial plants.

Continue to apply treatment to overgrown littoral areas.

Avoid overtreating ponds, to prevent fish kills or toxic blooms.

Stay alert for debris items that find their way to the pond's shore.

Thank you for choosing Steadfast Environmental!



EXHIBIT 12



SOLTERRA RESORT

General Managers Report

Meeting Date: 8/4/23

Submitted by: *Jayme Biggs*

LIFESTYLE

- We are currently providing activities daily for all guests. Our long-term strategy is to have the crafts funded by the participants at a minimum charge.
- Food trucks have been very successful, especially the dessert trucks.
- August calendar is posted with a “Back to School” theme.
- We are celebrating fun national recognition holidays twice monthly. Some examples include: Gummy Worm Day, Chocolate Milk Day and Watermelon Day.
- We continue to provide Zumba and a DJ on Saturdays with live music on Sundays.
- The Solterra website is 80 percent finished. New pictures for the website are being taken in mid-August.

ADMIN

- We continue to make progress in streamlining staff processes in all facets of guest services including administrative, pool monitors and maintenance staff.
- The management team is currently assessing our access control system and internal protocols.
- The management team continues to evaluate current vendor contracts, fees and scope.
- We have found the company that provides our floor mats and hand sanitizers (Cintas) to be charging well above market prices. We have also identified duplicate charges in which they will be issuing credits to the district. We will be seeking proposals from similar providers.
- We feel our current provider of cleaning chemicals (Skyline) may be well above market price. We are currently seeking comparison proposals.

STAFF

- We are almost fully staffed.
- We have team leads each shift to coordinate staff.
- We have a lifestyle person on each day.
- We now have a dedicated weekend maintenance person.

CAFÉ

- Straw wrapper trash has been an issue, spoke to staff and requested they order unwrapped straws, and we will purchase a dispenser for them. This will be implemented by next week.





FIELD OPERATIONS AND FACILITY MAINTENANCE

Projects currently completed in-house resulting in considerable savings to the District.

1. Stained shelf under check-in counter.
2. Replaced GFCI and outlet cover (outside, rear of clubhouse).
3. Ran extension cord (hidden in mulch) and installed cord protector.
4. Cleared out all closets and neatly organized.
5. Stained chipped linoleum in clubhouse.
6. Cleaned out breakroom.
7. Snaked clubhouse restroom drains.
8. Replaced both sensor switches in clubhouse restrooms.
9. Relocated and neatly organized maintenance shop to one location.
10. Multiple fans have been repaired
11. Replaced damaged ceiling fan/light switch in clubhouse.
12. Repaired broken mortise on fitness center door.
13. Removed pull-up latch and latch sign on main pool entrance gate.
14. Replaced 3 cylinders on key lock box and file cabinets (all on same key).
15. Installed and updated SDS binders (maintenance shop and janitorial chemical closet).
16. Installed eyewash station (maintenance shop and janitorial chemical closet).
17. Replaced lever lockset on fitness center door (next to restroom).
18. Installed 4 kickplates on clubhouse doors.
19. Installed 2 doorstoppers at outdoor pool restroom doors.
20. Replaced 2 cylinders on C-towel dispensers at outdoor pool restrooms.
21. Replaced 4 toilet seats in multiple restrooms.
22. Repaired 1 outdoor shower. (3 of 4 working).

In Process:

1. Alligator trapper has been scheduled for 8/2/23
2. Repair final outdoor shower
3. Pressure washing pool furniture. At this time only the underside shows any improvement.

Should you have any comments or questions feel free to contact me directly.



EXHIBIT 13



Captain Carnival
 22625 Coronado Somerset Dr
 Sorrento, FL 32776 US
 407-687-6220
 captaincarnivalflorida@yahoo.com
 http://www.merryminstrel.net

Estimate 1416

ADDRESS Solterra Solterra Resort CDD 5200 Solterra Blvd Kyla is the contact Davenport, FL 33837	SHIP TO Solterra 5200 Solterra Blvd Davenport, FL 33837	DATE 04/01/2023	TOTAL \$10,086.00	EXPIRATION DATE 03/31/2023
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SHIP DATE
10/01/2023

ACTIVITY	QTY	RATE	AMOUNT
PRODUCT 2 lighted sprays for the clubhouse with red and gold structured bow- following year -\$688 place under the lamps hanging and take down included	2	544.00	1,088.00
Services wrap 2 palm trees by the front door entrance in warm white lights , take down included	20	36.00	720.00
PRODUCT 3 15 ft lighted garlands lighted for the clubhouse entry 1 red and gold structured bow following year -\$450 hanging and take down included		688.00	688.00
Services hang polka dot lights on the palm trees in the island by the clubhouse	20	36.00	720.00
Services hang 824 ft of c7 warm white bulbs on the roofline framing the front of the clubhouse	103	7.00	721.00
PRODUCT garland for the front gates with red and gold structured bow	4	200.00	800.00
Services hang c7 warm white lights along the roofline of the guard shack	92	7.00	644.00
PRODUCT 1 lighted half spray with a red and gold structured bow for the top of the clubhouse-following year -\$245	1	545.00	545.00
PRODUCT marquis signs 2 15 foot garlands lighted 4 red and gold structured bows-lighted	2	400.00	800.00



ACTIVITY	QTY	RATE	AMOUNT
Services marquis signs hang c7s on the wall underneath the metal fencing	80	7.00	560.00
Services set up, decorate, take down and store indoor Christmas tree	1	500.00	500.00
PRODUCT purchase a new 9 ft Christmas tree for indoors	1	850.00	850.00
PRODUCT decorations of your choice for indoor Christmas tree 9 ft tree including bows, ornaments, tree topper and skirt	1	800.00	800.00
DELIVERY shipping of product 1 time fee estimated. This could be less.	1	650.00	650.00

All prices include, delivery set up, take down and storage. This invoice is for the first year which includes the purchase of new greenery and bows. the greenery has a warranty of 5 years. Bows we recommend that you replace every other year. we lease the lights to you so you never have to worry about not having new nice lights. The staff will come out with uniform. We have workman's comp and we have commercial liability insurance on our business and vehicles. We begin to wrap palm trees at the beginning of Holiday season in October, We place the greenery in November and we make sure you are live by Thanksgiving. Many of the resorts want to have their lights ready for the day after Halloween. We can do this. Please note that next year the price will decrease as there is no cost for purchasing greenery. We begin take down after the Epiphany. If you would like your lights removed we can do so as early as the week after New Years

SUBTOTAL	10,086.00
TAX	0.00

TOTAL	\$10,086.00
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THANK YOU.

Accepted By

Accepted Date



Christmas Lighting Company

PO Box 1151
 Pearl River, NY 10965

Estimate

Date	Estimate #
7/25/2023	1232

Name / Address
Evergreen Mgmt Solterra Resort Attn Kyla Semino Davenport, FL 33837

			Project
Description	Qty	Rate	Total
Garland Option A: Olympia Pine Garland 18" wide x 9' long warm white 5mm mini lights suggested installation areas: Along fascia roof line on guard house Swagged on Fence on both sides of Solterra Main entry signs 20 twenty pieces of garland		2,800.00	2,800.00
Garland Option B: Mixed Pine Garland 16" wide x 9' long Ornaments mixed sizes - pre-decorated warm white 5mm mini lights suggested installation areas: Along fascia roof line on guard house Swagged on Fence on both sides of Solterra Main entry signs 20 twenty pieces of garland		3,500.00	3,500.00
18" Red bows no trim for garland 18 total bows on garland at points of attachment		750.00	750.00
50 count 6" spaced warm white lights in bushes in front of Solterra entry signs 72 sets total for both sides		700.00	700.00
50 count 6" spaced ocean lights (Blue/Teal/Strobe) on Palm tree trunks in entry median (4 trees) 48 Sets total		500.00	500.00
70 count 4" spaced champagne lights (Warm White/PureWhite/Strobe) in bushes in entry median 72 Sets total		900.00	900.00
		Total	



Christmas Lighting Company

PO Box 1151
 Pearl River, NY 10965

Estimate

Date	Estimate #
7/25/2023	1232

Name / Address
Evergreen Mgmt Solterra Resort Attn Kyla Semino Davenport, FL 33837

			Project
Description	Qty	Rate	Total
Club House C9 bulbs along front facing fascia 1,000 foot spool of socket cord 1,000 c9 faceted warm white bulbs 1,000 clips These bulbs and cord are retro fit (replaceable) and come boxed separately for installation There will be approx 400 feet extra of all material should you want to extend the roofline beyond the recommended front fascia		1,100.00	1,100.00
Club House 6 palm trees 4 in circle and 2 at main door entry 50 count 6" spaced warm white with twinkle sets 72 Sets total		750.00	750.00
Turnaround by Springs (3) 6 foot tree of lights (3) 8 foot tree of lights (2) 10 foot tree of lights lights will be installed on frames and color TBD 50 count 4" or 6" spacing lights depending on color chosen Please note: available power must be confirmed in this location, none was located at time of inspection If no power is available or able to be installed: suggest large fiberglass pieces (no lights) these items should be ordered in January/February as they are cost prohibitive this time of year. Solar lights are not suggested (and I do not carry them) as they are not very bright and will not give any real pop to the roundabout		5,400.00	5,400.00
Extension cords, etc needed for install		500.00	500.00
		Total	



Christmas Lighting Company

PO Box 1151
 Pearl River, NY 10965

Estimate

Date	Estimate #
7/25/2023	1232

Name / Address
Evergreen Mgmt Solterra Resort Attn Kyla Semino Davenport, FL 33837

Project

Description	Qty	Rate	Total
Please note: All material carries a 3 year warranty An outside contractor for installation and removal can be recommended to Evergreen management if there are not enough homeowner volunteers to install and remove the decor All line item pricing is delivered pricing and is factory/distributor direct pricing for materials only. No labor is included in the quote Exempt Sales Tax		0.00	0.00
		0.00%	0.00
		Total	\$16,900.00





Holiday Lights – Sol Terra

#0000534

From: Nightscape Illumination LLC
 407-669-8978
 Giddo@nightscapeillumination.com
 www.nightscapeillumination.com

Amount:
 \$10,164.20
Expiration Date:
 8/11/2023

Bill To: Jayme Biggs **Job: Holiday Lights**

Item	Rate (excl. tax)	Quantity	Tax	Total
Entrance sign on Ronald Reagan				
Simple outline on sign C9 bulbs outlining top of sign (refer to blue line in photo attached)- Totaling 90ft	\$720.00	1	Polk(7%)	\$720.00
Main entrance				
Guard house Outline of roof line with C9 bulbs (refer to red line in photo attached) - Totaling 110ft	\$880.00	1	Polk(7%)	\$880.00
Entrance signs Outline of fence on both sides of signs (refer to blue line in photo attached)	\$1,000.00	1	Polk(7%)	\$1,000.00
Garland outlining Solterra signs wrapped in mini lights (refer to green line in photo attached) - 18ft per side	\$600.00	1	Polk(7%)	\$600.00
Palm trees - Totaling 2 Wrapped in mini lights up to fronds. Refer to yellow lines in photo	\$800.00	1	Polk(7%)	\$800.00
Club House				
Palm trees - Totaling 6 Wrapped in mini lights up to fronds (assuming we have power) - Refer to yellow lines in photo	\$2,400.00	1	Polk(7%)	\$2,400.00

Item	Rate (excl. tax)	Quantity	Tax	Total
Front of club house roof line - Totaling 340 ft Custom cut to roof line with C9 bulbs - Refer to red line in photo	\$3,060.00	1	Polk(7%)	\$3,060.00
Choice of custom design for arch (2) options to choose from - 6' or 7' wreath or garland arrangement. Both require permanent anchors to be installed. Our gift to the neighborhood. Refer to green line in photo attached	\$400.00 -\$400.00	1		\$0.00
Wreaths (1) 60" lit wreath on front of guard house and (3) 30" unlit wreaths for front gates (no power) - refer to green line in photo.	\$600.00	1	Polk(7%)	\$600.00
Early Install discount Install to begin in mid October. We will come back on a date of your choice in November to install greenery and turn on lights.	-\$600.00	1		-\$600.00
Subtotal				\$9,460.00
Polk(7%)				\$704.20
Total				\$10,164.20

Attached Documents:

[2125A6B8-6DC7-4BD7-845C-F5A426CA8386.jpeg](#)
[D57CD22F-F36E-4AC1-8296-0F337A3C5F9A.jpeg](#)
[BCC83484-77B0-4509-B7E4-81FA29DCC68E.jpeg](#)
[B42FAE8B-6542-4FD3-8CAF-E1BCB374FEE6.jpeg](#)
[8043F955-4A8F-49EB-A5A5-5BD5CE22E629.jpeg](#)
[F8829C30-D99A-410A-A5B5-303D49558A02.jpeg](#)
[CCC8EECA-DD38-4DED-ACF0-210B6DD2466A.jpeg](#)
[9D2652D8-4143-4160-B54E-62671E8F28F0.jpeg](#)

Notes:

COLOR CHOICE:

What color/colors would you like?

DATE OF INSTALL:

Mid October - Date will be finalized at the time of deposit. We will come back on a date of your choosing in November to hang greenery and turn on lights.

DATE OF TAKEDOWN:

Between January 2th - 17th

Terms & Conditions:

RENTAL INCLUDES:

Install, maintain and take down - Includes Light strings, bulbs (choice of colors), extension cords, and timers.

All lights will be placed on a timer to come on at dusk. Time sets available - Dusk till Dawn, 2 hours, 4 hours, or 6 hours.

TERMS AND CONDITIONS

The above information is not an invoice and only an estimate of the services described above. This estimate is non-contractual.

Quote valid for 14 days.

A deposit of 50% is due at the time of scheduling installation, the remaining balance is due upon completion of installation.

EQUIPMENT RESERVATIONS:

The "Quote" does not guarantee the availability of rental equipment.

To guarantee a reservation, a 50% deposit, and the final invoice signed by Lessee, is required.

CANCELLATION

Canceling installation 7 days prior to the installation date will result in a loss of 50% of the deposit. Less than 7 days prior to installing date will forfeit the deposit, and any additional money will be refunded.

Accepted on: _____

Accepted by: _____

Signature: _____







TPG Lighting

TPG Lighting, LLC

Solterra
5200 Solterra Blvd
Davenport, FL 33837

(407) 436-4993
jbiggs@vestapropertyservices.com

ESTIMATE	#189
ESTIMATE DATE	Jul 26, 2023
TOTAL	\$12,940.00

CONTACT US

P.O. Box 471126
Lake Monroe, FL 32747

(407) 413-0442
tpglighting@gmail.com

ESTIMATE

Services	amount
Lighting - 1003 48" Oregon Wreath Clubhouse: Placing one 48" pre-lit warm white commercial grade wreath on either side of the entrance breezeway facing the roundabout.	\$1,054.50
Lighting - 4004 18" Red Bow Clubhouse: One 18" red 3D commercial grade bow on each of the wreaths.	\$166.50
Lighting - 3001 Mini Lights (Per Strand) Clubhouse: Wrapping the trunk in warm white mini lights and the nut in red mini lights of the two large Sylvester palm trees on either side of the entrance breezeway.	\$1,332.00
Lighting - 3002 Palm Fronds Wrap (Per Frond) Clubhouse: Lining the lowest 10 fronds of these two Sylvester palms in green mini lights.	\$800.00
Lighting - 1007 Oregon Pre-Lit Garland (9 ft. Section) Pine Tree and Solterra Main Entrance: Outlining both entrance signs around the verbiage in warm white pre-lit commercial grade garland.	\$1,132.20
Lighting - 1001 36" Oregon Wreath	\$1,110.00

Pine Tree and Solterra Main Entrance:

Attaching one 36" warm white pre-lit commercial grade wreath to the rod iron fencing on either side of the entrance sign verbiage. (4 total. 2 per side of the entrance.)

Lighting - 4001 12" Red Bow	\$515.04
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Pine Tree and Solterra Main Entrance:

Placing one 12" red 3D commercial grade bow on each upper corner of the garland and one on each wreath (8 total bows).

Lighting - 3001 Mini Lights (Per Strand)	\$1,998.00
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Pine Tree and Solterra Main Entrance:

Wrapping the trunks of the 3 large Sylvester palms in the medians in warm white mini lights and the nut in red mini lights.

Note: we will be required to use the outlet inside of the gate motor box on the palm tree between the entry and exit gates. It would be preferable to have an outlet installed outside of this motor box which would cost \$460 if we were to put one there.

Lighting - 3002 Palm Fronds Wrap (Per Frond)	\$1,200.00
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Pine Tree and Solterra Main Entrance:

Lining the lowest 10 fronds of these 3 Sylvester palms in green mini lights.

Note: we will be required to use the outlet inside of the gate motor box on the palm tree between the entry and exit gates. It would be preferable to have an outlet installed outside of this motor box which would cost \$460 if we were to put one there.

Lighting - 2001 C9 Lights (Roof Line) Per Linear Foot	\$950.00
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Pine Tree and Solterra Main Entrance:

Outlining the upper roof-line of the guard shack in warm white C9 bulbs.

Lighting - 1001 36" Oregon Wreath	\$555.00
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Pine Tree and Solterra Main Entrance:

Placing one 36" warm white pre-lit commercial grade wreath on the outside columns near the retaining walls on the outsides of the entrance (2 total).

Lighting - 4001 12" Red Bow	\$128.76
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Pine Tree and Solterra Main Entrance:

One 12" red 3D commercial grade bow for each of the wreaths on the two columns on the outsides of the gate (2 total).

Lighting - 3001 Mini Lights (Per Strand)	\$1,998.00
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Pine Tree and Solterra Main Entrance:

Wrapping the trunks of the 2 clusters of 3 palm trees on the both sides of the entrance in warm white mini lights (6 palms total).

Lighting - Holiday Lighting Disclaimers

By Approving this Quote, the Client Agrees to the Following Holiday Lighting Disclaimers:

- A non-refundable 50% deposit and the completion and return of the information packet questionnaire after approval is required before product is ordered and the project can be placed on the schedule.
- There is a 10% discount for customers who sign up for a 3-year service agreement.
- This is a leasing agreement in which the contractor owns all decorations which are leased to the client during the holiday season (Unless otherwise explicitly agreed).
- TPG Lighting is responsible for providing the decorations, labor, installation, maintenance, removal, and storage of the decorations at the end of the season (Unless otherwise specified).
- All landscaping such as trees and bushes that we are decorating must be trimmed to the standards identified on the questionnaire prior to the agreed-upon installation date above. If the landscaping is not trimmed when we arrive after the earliest date on page 1 of the questionnaire, there will be a \$250 fee to come back after the landscape trimming has been completed.
- For any electrical work performed by a licensed electrician that TPG Lighting orchestrates on behalf of the client, we will pay the invoice and the client will reimburse TPG Lighting for the cost plus 20% of the electrical invoice. If the property wants to use their electrician, we will identify where outlets are needed, and it is the responsibility of the client to install the outlets before we arrive to install decorations and to keep them operational during the season.
- We will affix permanent studs for hanging decorations when necessary.
- It is the responsibility of the client to inform TPG Lighting of any lighting outages along with a description of the issue and a photo texted/emailed to us. Texting is preferred. Diagnosis and repair will take place within 24-48 hours. Our textable phone number is 407-413-0442. Our email is TPGLighting@gmail.com.
- The Maintenance phone and email will be monitored from 7 AM to 8 PM daily. If any requests are received after 8 PM, we will respond the next business day.
- Any damage or theft of our decorations that is not part of normal wear and tear or from acts of God will be billed to the client with a \$250 trip charge plus material cost. Feel free to seek reimbursement from the party responsible for the damage or theft.
- Black-out dates that no maintenance will be performed are Thanksgiving Day, Christmas Eve (After 12:00 Noon), Christmas Day, New Year's Eve (After 12:00 Noon), and New Year's Day.
- Any locks that are present on outlets that need to be used for a power source will be cut off if not removed prior to our arrival.
- Irrigation schedules around our decorations must be changed and set to run between the hours of 8 AM and 3 PM. Our lights are water-resistant but when they are on, active watering can cause GFIs or breakers to trip.
- No person outside of TPG Lighting may tamper with the lights, timers, or electrical cords related to the project.
- Lighting installations, maintenance, and take-down will be scheduled in accordance with the property questionnaire that is required to be filled out by the client before the job is scheduled. We will diligently strive to meet the requirements based on the answers of the questionnaire.

Services subtotal: \$12,940.00

Subtotal \$12,940.00

Total \$12,940.00

Thank you for the opportunity to do business with you!

With our customers, we've earned a reputation of excellent service and look forward to showing you that it is well-deserved. We sincerely appreciate and value your business and look forward to a relationship that lasts a lifetime. Welcome to the TPG Lighting family!



TPG Lighting Sample Project Photos



EXHIBIT 14



- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations
Lic # CP C043205
- Pool Heater Sales and Repair
Lic # 12152

SOLTERRA HOA
4049 OAKTREE DRIVE
DAVENPORT, FL 33837

6/29/2023

ATTN: MANAGER

PER YOUR REQUEST THIS BID IS FOR REPAIRING THE FILTER TANK WALL AND AUTOFILL ON THE POOL. SPIES WILL DRAIN THE TANK, REMOVE THE PATCH AROUND THE STATIC LINE, APPLY FIBERGLASS MAT OVER THE REPAIR AREA AND GEL COAT WILL BE APPLIED TO THE TOP OF THE REPAIR AREA TO PROVIDE A SMOOTH CLEAN SURFACE (THE COLOR WILL NOT MATCH CURRENT FINISH). WE WILL ALSO INSTALL NEW PVC FITTINGS, ONE NEW COMPLETE AUTOFILL BASIN, TORO VALVE AND AUTOFILL TUBING. PRICE INCLUDES ALL LABOR FOR THE REPAIR.

TOTAL \$1,325.00 PLUS TAX

ACCEPTED AND AGREED:

REGARDS,

BY: _____
TITLE: _____
DATE: _____

KEN SOUKUP
SERVICE MANAGER
SPIES POOL LLC
CP C043205

801 Sawdust Trail
Kissimmee, FL 34744



407-847-2771
Fax 407-847-8242

www.spiespool.com





EXHIBIT 15



ESTIMATE



Prepared For

Randy with Solterra Resort
5200 Solterra Blvd
Davenport, Florida 33837
(407) 235-8984

Blue Nova Pressure Washing LLC

608 Nova Drive
Davenport, FL 33837
Phone: (407) 271-2649
Email: bluenovapressurewashing@gmail.com
Web: www.bluenovapressureclean.com/

Estimate # 1769
Date 07/30/2023

Description	Rate	Quantity	Total
Lazy River, Pressure Wash and Sealing	\$1.25	8,000	\$10,000.00
** Included services; Pressure washing, sand removal, re-sending, and sealing 2 layers. (material included) ** areas; - Lazy river edge - lazy river pool deck ** approx 8,000 sqft			
Pool Deck Pressure Wash and Sealing	\$1.25	17,000	\$21,250.00
** Included services; Pressure washing, sand removal, re-sending, and sealing 2 layers. (material included) ** areas; - internal walkways, steps, small concrete areas - pool deck all around ** approx 17,000 sqft			
Play Ground, Soft Wash	\$180.00	1	\$180.00
- Play Ground only			



Subtotal	\$31,430.00
Tax	\$2,200.10
Total	\$33,630.10
Deposit Due	\$16,815.05

All items and vehicles must be removed from under or around the work area.
We don't move or remove items (heavy or fragile) from or around the property. (If items must be removed by a technician an additional fee will be applied).
Must be done before or upon arrival.

Payment Methods: Cash, Checks (only in person), Credit or Debit, Zelle, and Cash app.
** Zelle; # 407-271-2649 (under Abigail Sweigart)
** Cash app; blenovapressurewashing@gmail.com (under Blue Nova Pressure Washing LLC)

"Under the reason for the payment please write the address of your property."



By signing this document, the customer agrees to the services and conditions outlined in this document.

Randy with Solterra Resort





Buddys Pressure Washing and Roof Cleaning

3710 County Road 547 N
 Davenport, FL 33837 US
 (813)441-4690
 buddyp1@yahoo.com
<http://buddypressurewashing.com>

Estimate

ADDRESS
 Randy Fredrick
 5200 Solterra Blvd
 Davenport, Fl

ESTIMATE 2267
 DATE 07/24/2023

ACTIVITY	QTY	RATE	AMOUNT
1.02321 Lazy river deck soft wash. Rinse and treat. Shell rock low pressure soft wash. Rinse all furniture treat for sun tan lotions and oils: Note some efflorescence and calcite may lighten but will not come all the way clean. Approximately 3 days to wash it all	1	1,250.00	1,250.00
1.321 Lazy river deck Seal: Add sand where needed and seal with a commercial non slippery sealer. Wet look shine. Approximately 2 days to seal and will need 24 hours to cure.	1	4,500.00	4,500.00
1954.5422 Deposit needed for materials of 25 percent.	1	0.00	0.00
1.02321 Play ground wash and treat.	1	300.00	300.00
1.3210 Pool deck Seal : Add sand where needed and seal with a commercial non slippery sealer. Wet look shine. Approximately 2 days to seal and will need 24 hours to cure after sealing: Note some efflorescence and calcite may lighten but will not come all the way clean. Approximately 3 days to wash it all	1	8,000.00	8,000.00
198.6654 Pool deck soft wash: Rinse and treat. Shell rock low pressure soft wash. Rinse all furniture treat for sun tan lotions and oils: Note some efflorescence and calcite may lighten but will not come all the way clean. Approximately 3 days to wash it all b	1	2,000.00	2,000.00

Thank You For Choosing Buddys Pressure Washing

TOTAL

\$16,050.00



Accepted By

Accepted Date





ESTIMATE	#3554
ESTIMATE DATE	Jul 27, 2023
TOTAL	\$3,153.00

The Pressure Guys, LLC

Solterra Resort
5200 Solterra Blvd
Davenport, FL 33837

(407) 436-4993
jbiggs@vestapropertyservices.com

CONTACT US

P.O. Box 471126
Lake Monroe, FL 32747

(407) 917-7748
pressureguys@gmail.com

ESTIMATE

Services	amount
Pressure Washing - Surface Cleaning Pressure washing and mold post-treatment of the pool deck. SURFACE CLEANING DISCLAIMERS: <ul style="list-style-type: none"> • Includes mold, algae, mildew, dirt, and dust removal. Does not include oil, gum, efflorescence, rust, paint removal, or any other stains unless specifically included in scope. • All surfaces will be rinsed off as best as possible after cleaning. • After we apply the post-treatment, pets and humans should avoid walking on the surfaces barefoot until after it has dried for 24 hours. After the post-treatment process, it is common for the first 1-2 inches of grass bordering the cleaning surface to lose color. In our experience, this is only a temporary change and usually returns to its original color within 1-3 weeks with normal rain and irrigation. 	\$2,953.00
Pressure Washing - House Wash Soft washing the playground equipment eliminating any mold or wasps nests that have accumulated over time. HOUSE WASHING DISCLAIMERS: <ul style="list-style-type: none"> • Includes mold, algae, mildew, dirt, dust, and insect removal. Does not include oil, efflorescence, oxidation, rust, paint removal, soot or smoke stains, or any other stains unless specifically included in scope. • All windows and doors must be closed prior to cleaning. If there are any leaking windows or doors, a towel can be placed behind the leaky area. • Any personal property or moveable plants that can be damaged by our cleaning process must be brought inside or moved far away from cleaning areas before we begin our cleaning. If any personal belongings are not moved, those areas will be skipped. This includes any outside pets and their food and water containers. • Please be aware that dripping fluids may be in fact a cleaning solution that could change the color of clothing or irritate the skin. • If there are any unsealed, exposed, or non-GCFI outlets or any other miscellaneous electrical equipment present on the building, those areas will be skipped and/or we are not liable for any damages. 	\$200.00

- It is the responsibility of the client to cover or remove all outdoor electronics such as smart doorbells, cameras, TVs, speakers, outdoor electronic cooking items, etc. If they are not covered prior to our arrival, those areas will be skipped and/or we are not liable for any damages to these items.
- It is the responsibility of the client to tell us if there is any color-stained or non-sealed wood surfaces. If any wood is not sealed or painted, soft washing can discolor or even remove any color stain that is on the surface. If we are not alerted beforehand of this condition, we are not liable for any damages to these wooden surfaces.
- Although we follow painting manufacturer's guidelines for cleaning painted surfaces, in rare circumstances, due to paint product defects, the paint may appear streaked or faded after cleaning. This phenomenon is out of our control and we cannot prevent or mitigate these reactions and are not liable for damages related to faulty paint.
- Since it is a soft wash, we do not use any more pressure than a shower head or an outdoor water spigot to clean exteriors of buildings. As such, areas with weak, peeling, or missing paint are not the fault of our cleaning services. Likewise, if there is indoor paint used anywhere on a home's exterior, there is no way for us to know that unsuitable paint was used before we perform our cleaning service, so we are not liable for any damages in this case.
- Any vines growing up the side of building exteriors will be peeled off, but the feet of the vines cannot be removed without damaging the exterior surface, so they will remain.

Pressure Washing - Commercial Disclaimer

COMMERCIAL CLEANING DISCLAIMERS:

- If, at any point, we are shut down by the DOT for road or walkway blockage concerns, MOTs will be paid for by the Client to complete the job.
- If any areas are forced to be skipped by residents or employees for any reason including but not limited to failure to move vehicles or other immovable personal belongings, those areas will be permanently skipped. If the Client wants us to come back and clean the areas that were forcibly skipped, we will need to complete a change order or a separate proposal to come back to complete those areas.
- We will never charge a community for water usage or deposits needed to obtain a temporary water meter from the local water district. This cost is included in the price of the proposal.
- Payment for completed services are due 30 calendar days from the date of invoice submission unless otherwise specified in writing. If payment has not been received in 30 days, a late notice will be issued via email or mail. When the invoice is outstanding for 45 days, a notice of intent to lien will be sent via certified mail and email. When the invoice is outstanding for 60 days, either a lien will be filed, or a case will be filed by our attorney to the appropriate court or to a mediator of our choice to collect payment. All legal and administrative fees accrued by the Client or the Contractor at this point will be paid by the Client as well as the original invoiced amount. By approving this estimate, the client agrees to these terms.
- If any areas are forced to be skipped by the time the job is completed for any reason outside of our control (Excluding weather delays), those areas are now excluded from the scope with no change to the agreed upon price. At a later date, another proposal can be sent as a separate job. This includes but is not limited to active construction, safety issues, or other simultaneous projects that impede our ability to work, etc.

Services subtotal: \$3,153.00

Subtotal	\$3,153.00
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Total	\$3,153.00
--------------	-------------------

We are a locally owned and operated company that takes tremendous pride in the way we service our community.

Your business empowers us to provide our employees with a generous living wage, paid vacation, paid holidays, a company funded 401k, workman's comp, and team building events. Your business also gives us the privilege to pay our employees for company-sponsored volunteer initiatives.

With our customers, we've earned a reputation of excellent service and look forward to showing you that it is well-deserved. We sincerely appreciate and value your business and look forward to a relationship that lasts a lifetime. Welcome to The Pressure Guys family!

ESTIMATE

Unashamed Pressure Washing LLC

12930 Gleason way
Clermont, FL 34711

BILL TO

Solterra Resort
Davenport , FL

ESTIMATE #

132

ESTIMATE DATE

07/25/2023

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Clean And Seal Sanding only coping meeting pavers. Pool Area 14,700 sq Ft Lazy River 8,550 I will be using water base sealer from Trident called Hurricane Cat 5. I will pre treat all surface stains before cleaning. As an additional I will be cleaning the concrete inside fence free of charge.	24,877.50	24,877.50
		TOTAL	\$24,877.50



Thank you

TERMS & CONDITIONS

Thank you for your business.



ESTIMATE

Unashamed Pressure Washing LLC

12930 Gleason way
Clermont, FL 34711

BILL TO

Solterra Resort
Davenport FL

ESTIMATE #

133

ESTIMATE DATE

07/25/2023

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Softwash Playground treatment with algaecide and rinse	300.00	300.00
		TOTAL	\$300.00



Thank you

TERMS & CONDITIONS

Thank you for your business.



EXHIBIT 16



Maintenance Agreement
Solterra M-447

Pro-Tech Air Conditioning & Plumbing Service

2425 Silver Star Road

Orlando, FL 32804

Phone: 407-291-1644

Email: service@protechac.com

Prepared by Sam Segó

Licenses #CAC1819926 #CFC1426770

=PRO-TECH=

AIR CONDITIONING & PLUMBING SERVICE, INC.



Agreement

This Service Agreement

is entered between Solterra M-447 at 5200 Solterra Boulevard, Davenport, FL, 33837 and Pro-Tech Air Conditioning & Plumbing Service, Inc. for work to be completed at the above address.

Subject to the terms and conditions contained herein, Pro-Tech agrees to provide maintenance services to the location indicated above for a service period of one (1) year commencing on the date this Agreement is signed. This Agreement shall be self-renewing unless canceled by either party with a 30-day written notice.

Inclusions

Pro-Tech will inspect the equipment and perform preventative maintenance on 5 systems 4 times a year.

Maintenance Schedule	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
		X			X			X			X	

Pro-Tech shall provide 24 hour service (including evenings, weekends, and holidays) with no additional overtime charges. Pro-Tech shall provide any additional services to improve or repair the equipment upon authorization from the owner/manager. Additional service calls will be invoiced at Pro-Tech's normal rate, minus a 15% savings discount.

Owner Responsibilities

As the owner of the equipment, you do have some responsibility in keeping your comfort systems in good working order.

1. Operate contracted equipment within manufacturer's guidelines, as directed by the Pro-Tech technician.
2. Notify Pro-Tech promptly of any unusual operating conditions of contracted equipment. In addition to these actions, Pro-Tech is not responsible for acts of God, fire, vandalism, or the customer operating the equipment in an improper manner.

Safety

During inspection and service to equipment, we shall take all reasonable precautions to protect employees and customers and to avoid damage to property. Building owners and/or management will not hold Pro-Tech liable for any damages to building, equipment, person, or property.



Scope of Service & Equipment

A	Clean condensate drain line and check for proper drainage
B	Change filtration with pleated particulate filters. Wash and return reusable filters
C	Inspect evaporator coil condition
D	Inspect functionality of capacitors to OEM specifications
E	Measure electrical current from fan blower and lubricate bearings
F	Evaluate overall electrical condition for unsafe or improper wiring (tighten connections on electrical components)
G	Inspect overall condition and functionality of contactors
H	Adjust and inspect belts and pulleys for wear (replace belts yearly and set proper alignments)
I	Inspect thermostat communication and proper functionality
J	Measure temperature air differential across the evaporator coils
K	Inspect condenser coil condition and clean with rinsing water
L	Measure superheat/subcool for inefficiencies in refrigerant cycle
M	Check for proper refrigerant charge with suction pressure/head pressure
N	Inspect functionality of capacitors to OEM specifications
O	Measure electrical current from fan motor and lubricate bearings
P	Evaluate overall electrical condition for unsafe or improper wiring
Q	Inspect overall condition and functionality of contactors
R	Measure electrical draw on compressor for proper operation
S	Inspect schrader valve for overall condition and leaks
T	Evaluate electrical disconnect for signs of wear

Pricing and Acceptance

Customer	Solterra M-447
Billing Address	250 International Parkway, Lake Mary, FL, 32746

Date	7/19/2023
Site Address	5200 Solterra Boulevard, Davenport, FL, 33837

Pro-Tech Air Conditioning agrees to inspect and perform preventative maintenance service according to the terms of the Service Agreement, including the "Terms and Conditions" and "Scope of Services" sections. Pro-Tech agrees to give priority service and scheduling. At each anniversary renewal date, an incremental increase of 3.5% will be applied. It is understood that this total maintenance agreement sets forth the entire agreement between the parties.

Preferred Benefits

Priority Scheduling	No overtime charges
15% discount on repairs	24-hour service, every day of every week
24 hour response to all service calls	

Payment Schedule

Payment may be paid monthly, quarterly, bi-annually or yearly as explained below. Please check the box next to your preferred option. Payment is due prior to service.

	Total Investment	
	\$2760.44	
	Regular Pay	Auto Pay
Option 1: Annual payment (Includes 5% discount)	<input type="checkbox"/> \$2622.42	<input type="checkbox"/> \$2622.42
Option 2: Bi-annual payment (2 payments)	<input type="checkbox"/> \$1380.22	<input type="checkbox"/> \$1311.21
Option 3: Quarterly payment (4 payments)	<input type="checkbox"/> \$690.11	<input type="checkbox"/> \$655.60
Option 4: Monthly Payment (Minimum 3 month down payment of \$690.12)	<input type="checkbox"/> \$230.04	<input type="checkbox"/> \$218.54

Authorized Print Name / Solterra M-447

Date

Authorized Signature / Solterra M-447

Date

Rep Name / Pro-Tech Air Conditioning & Plumbing Service, Inc

Date

Not To Exceed Amount

During preventative maintenance, repairs may be needed in order to prevent return trip fees and complete repairs in a timely manner while on site. The recommended amount **for each unit is \$400**

I approve not to exceed amount recommended for repairs while on site: _____

Executive Summary

Thank you for choosing Pro-Tech Air Conditioning & Plumbing Services as your air conditioning and plumbing support partner. We are excited to serve you, your team, and your facilities. Quality, Integrity, and Truth are the hallmarks by which we have operated our business since 1961. We will inform you of what we are going to do, how much it will cost, and when we will do it. You can be assured that we will get the task done correctly. Our promise to you is that you will be 100% satisfied with our service or we will come back and make it right.

Certifications

To bring the best service to you, Pro-Tech Air Conditioning and Plumbing is a class "A" air conditioning contractor. This means that our services are unlimited in the execution of contracts requiring the experience, knowledge, and skill to install, maintain, repair, fabricate, alter, extend or design central air conditioning, heating, and ventilation systems. Our plumbing certification extends to the level of "master plumber". This highest standard of expertise provides the qualifications, education, training, and experience to engage in all fields of the plumbing artistry with high standards of professional performance.

Added Value

Our proactive approach to maintenance, service, and installation provides less emergencies for you and your business environment. Some added values include:

• Dependability

- Your Service Team: Our team is dedicated to understanding your expectations of service. Available when needed regardless of day or time from the person that answers your call to our technician that takes excellent care of you, our team believes in servicing you.
- Priority Response: You will receive preferred scheduling when you need it most. As a dedicated customer, we ensure you are responded to with the fastest service available.
- Automated Service Task: With the aid of our reliable computerized scheduling program, we guarantee that all services in your agreement are performed.

• Onsite Service

- Professional Service: Our uniformed and polite technicians will arrive onsite with a clean Pro-Tech labeled truck and will ensure minimal amount of impact to your business.
- Mapped Inventory: For better and more efficient service, we utilize satellite imagery of your facilities to provide equipment locations to our technicians, allowing a convenient and pleasing experience for you and your team.

• Communication

- Technology: Each technician utilizes an Apple iPad to integrate their knowledge and diagnosis of your system in your account database of historical performance and solutions for tomorrow.
- Electronic Invoicing: Each invoice and proposal will be delivered personally, emailed, or mailed directly to you for your convenience.
- Work order evaluation: You will receive an electronic report if our technician finds any problem with your equipment that needs your attention or requires immediate action.

- **Knowledge**

- Training: Our employees are our most valuable resource. Every year each technician is sent to training that optimizes their individual capabilities to provide you only the best in their field which provides a proper and accurate service for the needs of your equipment. To confirm effective communication to our technicians, our office personnel, with many years of experience, is trained throughout the needs and services that you required.

- **Health and Safety**

- Safety Management Programs: Pro-Tech is committed to providing a safe work environment for all employees and to prevent accidents in its field and office operations. To provide excellent and safe procedures while at your facilities, we implement bi-monthly safety training for all Pro-Tech field personnel.
- Drug-Free Workplace: To keep our services safe and in right mind, we maintain a drug-free workplace with a robust drug and alcohol testing program.

- **Environment Management**

- Refrigerant Policy: Pro-Tech's practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants according to the Environmental Protection Agency regulations.

- **Permitting**

- All permits necessary for proper installation will be filed with the proper governing authority to ensure complete compliance with all existing governing codes and regulations. An inspection will be performed by a local official ensuring that all work performed is safe and to proper code

Terms and Conditions

1) **WARRANTY**. We warrant, for period of one year from the date of intallation or manufacturers specified warrany date, that the material and labor furnished by us will be free from defects. Under the warranty, Pro-Tech Air Conditioning and Plumbing Service, Inc has the option to repair equipment or provide replacement parts. The warranties and liabilities set forth above are in lieu of all other warranties and liabilities, expressed or implied, in law or in fact, including implied warranties of merchantability and fitness for particular use. This agreement is not an air conditioning systems warranty. All warranties shall be voided if Customer or a third party modifies Pro-Tech's work or the products installed by Pro-Tech in any manner.

2) **EXCLUSIONS**. This Agreement excludes any additional needed work not mentioned in the before mentioned scope of work such as power wiring, fire alarm replacement, roof work, conduit, structural support, hole cutting, gas piping, dumpster, hole patching, concrete pads, disconnect switch, interlocking, demo, plumbing, warranty on existing equipment, quick ship fees, ceiling tile removal/replacement, ceiling grid removal/replacement, asbestos abatement and bond premium, production down time, server room down time, condensate leaks, damages.

3) **ADDITIONAL WORK**. In the event that Pro-Tech, at its discretion, performs additional work outside the scope of this Agreement, Customer acknowledges that they will be responsible for any and all costs associated with such additional work. Payment for any additional work is due within 30 days from when the extra work was performed.

4) **TIME**. Upon receiving a service request from Customer, Pro-Tech shall endeavor to provide service to Customer within 24 hours. This is a good faith, non-binding-estimate, and the time shall be extended in the event the project is impacted by weather, acts of God, strikes, material shortages or delivery delays, or other delays beyond Pro-Tech's control.



5) **DISPUTE RESOLUTION.** In the event that Customer believes that Pro-Tech has breached this Agreement, Customer shall provide Pro-Tech with a written notice via certified mail to Pro-Tech's address above, providing Pro-Tech notice of the alleged breach, and a detailed description of their claims. Pro-Tech shall then have fourteen (14) days following receipt of the written notice to begin to cure its alleged breach. In the event that a dispute arises between the Parties regarding or relating to the services or the terms of this Agreement, the parties shall arbitrate their dispute before an arbitrator selected by the Parties. The prevailing party in any dispute shall be entitled to its reasonable attorneys' fees and costs incurred, even if such dispute is not the subject of a lawsuit. All legal matters will be filed and performed in Orange County, Florida.

6) **MODIFICATION, GOVERNING LAW AND SEVERABILITY.** This Agreement represents the Parties' entire agreement. Neither this agreement nor the terms thereof shall be modified except by mutual consent of the Parties, as set forth in writing and executed by the Parties. This Agreement shall be governed by the laws of the state of Florida.

7) **CANCELLATION.** Cancellation of the agreement will require a 30-day written notice on the part of either party.

8) **ADDITIONAL NOTES.** Pro-Tech will be held harmless of all liability of any damages, theft, and condensation leaks. We will be as careful as we know how to be.



Program Maintenance Agreement – Maintenance

Prepared for:

Solterra Resort

5200 Solterra Blvd.

Davenport, FL 33837

Prepared by:

Westbrook Service Corporation

1411 S. Orange Blossom Trail

Orlando, FL 32805

Phone: (407) 841-3310

7/26/2023

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EXECUTIVE SUMMARY

Westbrook Service Corp. would like to thank Solterra Resort for this opportunity to propose the following custom-tailored mechanical maintenance solution for your heating, ventilation, and air conditioning (HVAC) equipment.

In today's economy, companies like Solterra Resort are charged with finding ways to continually improve upon quality service while containing or reducing costs. During this time, effective strategic decision-making is crucial to meeting these higher standards. Westbrook Service Corp. is a resource that offers turnkey integrated mechanical maintenance solutions designed to help meet these goals. Westbrook Service Corp. is dedicated to identifying, developing, and implementing strategies that will reduce your costs through the implementation of optimally designed mechanical maintenance programs and innovative procurement strategies.

BENEFITS OF PROGRAM MAINTENANCE

The Program Maintenance Agreement you are about to review is the optimum choice for Solterra Resort to maintain its HVAC equipment operation at peak efficiency. This program is customized to meet all the unique requirements of your specific HVAC equipment. Solterra Resort will experience many benefits from a well-designed and implemented Program Maintenance Agreement such as the one we are offering here.

Westbrook Service Corp.'s maintenance program is designed to help you reduce the cost of operating and maintaining your HVAC systems. Studies have shown that our type of maintenance program can help you:

- Avoid expensive downtime, employee productivity losses, or tenant turnover.
- Avoid utility waste costs by up to 5- 20%
- Extend the useful life of your equipment by 20% or more.
- Reduce administrative costs associated with managing HVAC services.

Our goal is to help you control your overall maintenance costs via an optimum blend of predictive, diagnostic, and scheduled maintenance services. With this Program Maintenance Agreement, Solterra Resort will receive the following benefits:

- **Operating Cost Savings**
- **Improved Indoor Air Quality**
- **Increased Comfort Control**
- **Program Maintenance Performed Around Your Schedule**
- **Guaranteed Priority Emergency Service Response**



PROGRAM FEATURES

The implementation plan of your Program Maintenance Agreement will include the following scope of service to be provided on the equipment described in the “List of Maintained Equipment” located in Appendix A of this Agreement.

Scheduled Inspections: Westbrook Service Corp. will provide 1 Annual and 3 Quarterly inspections per year in accordance with the “Equipment Maintenance Procedures” located in Appendix B of this Agreement. The manufacturer’s recommendations, equipment application, and our extensive experience determine the maintenance procedures, which our technicians precisely follow. Our program includes all maintenance materials, grease and lubricants for bearings required to perform these procedures. Also included is replacement of any belts that are found to be worn or broken.

Air Filter Maintenance: Included in your program are 4 air filter changes per year. Westbrook Service Corp. will provide the labor, materials, and disposal of the used filters.

Corrective Maintenance and Component Replacement Coverage: The main objective of this Program Maintenance Agreement is to maintain your equipment at optimum efficiency. Corrective service repairs or component replacement recommendations will be presented for approval prior to initiating any work beyond the scope of the Standard Preventative Maintenance Program. Corrective service repairs and component or system replacements are not covered under the terms of the Standard Preventative Maintenance Program. Contract Customer rates for service calls placed outside of the planned maintenance schedule are as follows:

Normal Hours: \$110 per hour + \$85 trip charge

After Hours: \$165 per hour + \$85 trip charge

Service Rates are subject to change on an annual basis

Emergency and Trouble Call Coverage: Under this Agreement, we will provide emergency response between scheduled visits, Monday through Sunday, including holidays, 24 hours per day to minimize downtime. All emergency service labor and materials are billed at our standard contract customer rates and are not covered under the terms of the Standard Preventative Maintenance Agreement.

Service Documentation: We will document all scheduled and unscheduled service work showing the time, date, name of service technician, equipment identification, and brief description of work. This documentation will be made available upon request.

YOUR PROGRAM INVESTMENT

This Program Maintenance Agreement will be for an original term of 1 year, beginning on 8/20/23. At the end of the original term of this Agreement, the program will automatically renew from year to year with a 3% price increase. Either party may terminate this Agreement with written notice forty-five (45) days before the end of the renewal term. Solterra Resort’s annual investment in this program is shown below:

TERM		
Year 1	\$ 2,350	

PLEASE CHECK PAYMENT OPTION BOX:

- QUARTERLY \$ 587.50
- ANNUAL \$ 2,350

The annual Agreement prices shown above can only be adjusted if equipment is added to or deleted from the original Agreement.

Payment terms will be thirty (30) days after Westbrook Service Corp.'s date of invoice. Westbrook Service Corp. reserves the right to discontinue its service anytime payments have not been made as agreed. Failure to make payments when due or impairment of customer's credit shall relieve Westbrook Service Corp. of any obligations pertaining to work or performance of work.



We would appreciate your signature in the space provided below as your acceptance of this Agreement.

PROPOSAL OFFERED BY: *Steve Morgan*
Account Executive

DATE: July 26, 2023

CUSTOMER ACCEPTANCE

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P.O. #: _____

Westbrook Service Corp. ACCEPTANCE

ACCEPTED BY: _____

TITLE: _____

DATE: _____



APPENDIX A - LIST OF MAINTAINED EQUIPMENT

The following HVAC equipment was identified during our survey and will be covered as a part of Solterra Resort’s Program Maintenance Agreement.

The covered equipment is located at:	Bill to:
Solterra Resort	Solterra Resort
5200 Solterra Blvd.	5200 Solterra Blvd.
Davenport, FL 33837	Davenport, FL 33837

MAINTAINED EQUIPMENT LIST:

TYPE	MAKE	MODEL #	SERIAL #	LOCATION	FILTER	BELT
Condenser 1	Carrier	25HBC560	3513E04093	Ground Clubhouse		
Air Handler 1	Carrier	FV4CNB006	3213A85160	Gym Closet	1-21x23.5x1	DD
Condenser 2	Carrier	25HBC560	3513E04045	Ground Clubhouse		
Air Handler 2	Carrier	FV4CNB006	3213A85195	Office Closet	1-21x23.5x1	DD
Condenser	Daikin	RXN24NM	G007417	Ground Kitchen		
Air Handler	Daikin	FTXN24NM	G007931	Pool Kitchen Wall	Washable	DD
Condenser	Daikin	RXN24NM	G007422	Ground Kitchen		
Air Handler	Daikin	FTXN24NM	G007938	Pool Kitchen Wall	Washable	DD
Condenser	Daikin	RXB09AXV	K003934	Guard House		
Air Handler	Daikin	FTXN09NM	TBD	Guard House Ground	Washable	DD



APPENDIX B – EQUIPMENT MAINTENANCE PROCEDURES

Quarterly Maintenance Inspection:

- Replace pleated media filters
- Check coils
- Check system operation and condition of all components
- Visually inspect for refrigerant leaks
- Check belts and drives (adjust and maintain proper tension and alignment)
- Inspect all electrical components
- Check safety, capacity, and temperature controls
- Check fan blades
- Check shaft bearings
- Check motor amperages and voltages
- Inspect for rust and corrosion
- Clean and flush drain pan and line
- Install condensate pan tablets
- Report any findings to POC

Annual Maintenance Inspection:

- Perform Quarterly checklist
- Clean the condenser and evaporator coils (If accessible)
- Replace belts (if applicable)
- Lubricate moving parts per manufacturer specifications
- Compressor voltage and amp readings
- Check operating temperatures and pressures
- Test electric heat strips



TERMS AND CONDITIONS

- A.) Planned and/or routine maintenance services provided under this Agreement will be performed during normal working hours.
- B.) The guarantees and services provided under the scope of this Agreement are conditioned upon Solterra Resort operating and maintaining systems/equipment. will do so according to industry accepted practices and in consideration of our recommendations.
- C.) Solterra Resort will provide and permit reasonable access to all covered equipment. Westbrook Service Corp. will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D.) This proposal assumes that all pieces of equipment are in proper operating condition. Westbrook Service Corp. shall inspect and report to Solterra Resort any malfunctions and defects within thirty (30) days after commencement of the contract. If the equipment cannot be operated within the thirty (30) day period due to seasonal conditions or other factors beyond our control, the period for initial inspection will be extended for a mutually agreed upon period. Upon completion of the inspection, it shall be the responsibility of Westbrook Service Corp. to make recommendations and to assist Solterra Resort in restoring the equipment to proper operating condition. However, all restoration costs shall be borne by Solterra Resort unless otherwise stated in this proposal. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted, and repair work not performed.
- E.) Under no circumstances will Westbrook Service Corp. be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Solterra Resort tenants or clients, or any special, indirect, or consequential damages.
- F.) Westbrook Service Corp. will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.
- G.) Westbrook Service Corp. is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H.) Westbrook Service Corp. shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal, or other authorities except as otherwise included in this Agreement.
- I.) This Agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.
- J.) In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- K.) Westbrook Service Corp. shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees, and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, orders or regulations established by any government authority, unusual delays in procuring supplies, or for any other cause beyond its reasonable control.
- L.) Only Westbrook Service Corp.'s personnel or agent are authorized to perform the work included in the scope of this Agreement. Westbrook Service Corp. may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- M.) This Agreement and all rights hereunder shall not be assignable unless approved by Westbrook Service Corp..
- N.) Westbrook Service Corp.'s scope of work shall not include the identification, detection, abatement, encapsulation, or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Westbrook Service Corp. encounters such material in performing its work, Westbrook Service Corp. will have the right to discontinue work and remove its employees until the hazard is corrected or it is determined no hazard exists.
- O.) This Agreement contains the entire contract, and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties. No statement, remarks, agreement, or understanding, oral or written, not contained herein, will be recognized, or enforced.
- P.) Solterra Resort acknowledges and agrees that any purchase order issued in accordance with this Agreement, is intended only to establish payment authority for internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.
- Q.) Should the contract be canceled without due cause, Solterra Resort shall pay Westbrook Service Corp. 25% of the annual price in addition to any previous amount paid.



EXHIBIT 17



BACK TO SCHOOL

August 2023



SUN	MON	TUE	WED	THU	FRI	SAT
30 Sunday Funday 9 AM- Yoga 12 PM - 3 PM - DJ Lady Loca 3 PM - Limbo 4 PM - Big Games	31 11 AM - Duck Hunt 2 PM - Temp Tattoos 3 PM - Big Games 4 PM - Bingo	1 12 PM - Savory Food Truck 12 PM - Puzzle Hour 2 PM - Cupstacking 3 PM - Dance Party 4 PM - Craft Time	2 11 AM - Craft Time 12 PM - Hula Hoop Games 2 PM - Pool Games 3 PM - Bubble Time 4 PM - Big Games	3 National Watermelon Day 11 AM - Pool Games 12 PM - Dance Party 2 PM - Water Balloon Toss 3 PM - Big Games 4 PM -Bingo	4 12 PM - Dessert Food Truck 12 PM - Cornhole 2 PM - Limbo Contest 3 PM - Pool Games 4 PM - Craft Time	5 10 AM - Aqua Zumba 1 PM - 4 PM - DJ Lady Loca 4 PM - Craft Time 7 PM - 10 PM - Candlelit Concert with Crystal
6 Sunday Funday 11 AM- 2 PM Live Music 3 PM - Corn Hole 4 PM - Craft Time	7 11 AM - Craft Time 2 PM - Big Games 3 PM - Dance Party 4 PM - Bingo	8 12 PM Savory Food Truck 12 PM - Board Games 2 PM - Water Balloon Toss 3 PM - Dance Party 4 PM - Craft Time	9 11 AM - Craft Time 3 PM - Pool Games 4 PM - Board Games	10 11 AM - Pool Games 12 PM - Puzzle Hour 2 PM - Craft Time 3 PM - Big Games 4 PM - Bingo	11 12 PM - Dessert Food Truck 12 PM - Big Games 2 PM - Cup Stacking 3 PM - Hula Hoop Games 4 PM - Craft Time	12 10 AM - Aqua Zumba 12 PM - 3 PM - DJ Lady Loca 3 PM - Big Games 4 PM - Craft Time
13 Sunday Funday 11 AM- 2 PM Live Music 3 PM - Limbo 4 PM - Big Games	14 11 AM - Duck Hunt 2 PM - Temp Tattoos 3 PM - Big Games 4 PM - Bingo	15 12 PM - Savory Food Truck 12 PM - Puzzle Hour 2 PM - Cupstacking 3 PM - Dance Party 4 PM - Craft Time	16 11 AM - Craft Time 12 PM - Hula Hoop Games 2 PM - Pool Games 3 PM - Bubble Time 4 PM - Big Games	17 11 AM - Pool Games 12 PM - Dance Party 2 PM - Water Balloon Toss 3 PM - Big Games 4 PM -Bingo	18 12 PM - Dessert Food Truck 12 PM - Cornhole 2 PM - Limbo Contest 3 PM - Pool Games 4 PM - Craft Time	19 National Popsicle Day 10 AM - Aqua Zumba 12 PM - 3 PM - DJ Lady Loca 3 PM - Pool Games 4 PM - Craft Time
20 Sunday Funday 11 AM- 2 PM Live Music and Back to School Bash!	21 11 AM - Craft Time 2 PM - Big Games 3 PM - Dance Party 4 PM - Bingo	22 12 PM Savory Food Truck 12 PM - Board Games 2 PM - Water Balloon Toss 3 PM - Dance Party 4 PM - Craft Time	23 11 AM - Craft Time 12 PM - Limbo 2 PM - Temp Tattoos 3 PM - Pool Games 4 PM - Board Games	24 11 AM - Pool Games 12 PM - Puzzle Hour 2 PM - Craft Time 3 PM - Big Games 4 PM - Bingo	25 12 PM - Dessert Food Truck 12 PM - Big Games 2 PM - Cup Stacking 3 PM - Hula Hoop Games 4 PM - Craft Time 6 PM -Potluck	26 10 AM - Aqua Zumba 12 PM - 3 PM - DJ Lady Loca 3 PM - Big Games 4 PM - Craft Time
27 Sunday Funday 11 AM- 2 PM Live Music 3 PM - Limbo 4 PM - Big Games	28 11 AM - Duck Hunt 2 PM - Temp Tattoos 3 PM - Big Games 4 PM - Bingo	29 12 PM - Savory Food Truck 12 PM - Puzzle Hour 2 PM - Cupstacking 3 PM - Dance Party 4 PM - Craft Time	30 11 AM - Craft Time 12 PM - Hula Hoop Games 2 PM - Pool Games 3 PM - Bubble Time 4 PM - Big Games	31 11 AM - Pool Games 12 PM - Dance Party 2 PM - Water Balloon Toss 3 PM - Big Games 4 PM -Bingo		

*All activities subject to change/weather pending. All activities take place at the Solterra Amenity Center. On *National days, stop by for a treat! (Limited supply available)



EXHIBIT 18



1 **MINUTES OF MEETING**

2 **SOLTERRA RESORT**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Solterra Resort Community
5 Development District was held on Friday, Friday, July 7, 2023 at 10:00 a.m. at Solterra Resort
6 Clubhouse, 5200 Solterra Boulevard, Davenport, Florida 33837.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Mr. Darin called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10	Karan Wienker (S1)	Board Supervisor, Chairwoman (<i>joined in progress</i>)
11	Ariane Casanova (S5)	Board Supervisor, Vice Chairwoman
12	Connie Osner (S3)	Board Supervisor, Assistant Secretary
13	Bobby Voisard (S4)	Board Supervisor, Assistant Secretary

14 Also present were:

15	Kyle Darin	District Manager, Vesta District Services
16	Meredith Hammock	District Counsel, Kilinski Van Wyk
17	Tonja Stewart (<i>via phone</i>)	District Engineer, Stantec
18	Jayme Biggs	Amenity Manger, Vesta
19	Dana Bryant	Account Manager, Yellowstone Landscape
20	Peter Wittman	Branch Manager, Yellowstone Landscape
21	Dylan Schwartz (<i>via phone</i>)	FMS Bonds
22	Lee Smith (<i>via phone</i>)	Steadfast Aquatics

23 *The following is a summary of the discussions and actions taken at the July 7, 2023 Solterra Resort*
24 *CDD Board of Supervisors Regular Meeting.*

25 Mr. Darin read the following public conduct policy.

- 26 • Members of the public are provided the opportunity for public comment at
27 specific times during the meeting.
- 28 • Each member of the public is limited to three (3) minutes, at the discretion of the
29 Presiding Officer, which may be shortened depending on the number of speakers.
- 30 • Speakers shall refrain from disorderly conduct, including launching personal
31 attacks.
- 32 • The Presiding Officer and District Manager shall have the discretion to remove
33 any speaker that disregards the District’s public decorum policies.
- 34 • Public comments are not a Q&A session; Board Supervisors and District staff are
35 not expected to respond to questions during the public comment period.

36 **SECOND ORDER OF BUSINESS – Audience Comments – Agenda Items and New Business**

37 Comments were heard regarding the process for awarding the Amenity Management
38 Contract.



39 **THIRD ORDER OF BUSINESS – Guest Presentation – FMS Bonds**

40 A. Exhibit 1: Discussion on Bond Series 2013 Refinancing

41 Mr. Schwartz presented an offer from South State Bank for refinancing the 2013
42 Bond Series. The loan was offered pending a review of the previous fiscal year’s
43 audited financial statement and a banking relationship retaining the operations
44 funds with South State Bank. Documents will be prepared for signature at the
45 August meeting. This refinance affects about 425 homes in the Oakmont Groves
46 section. The refinance will reduce the interest rate on the loan without extending
47 the original term and no out-of-pocket cost.

48 *(Ms. Wienker joined the meeting at 10:15 a.m.)*

49 On a MOTION by Ms. Osner, SECONDED by Ms. Casanova, with ALL IN FAVOR, the Board
50 approved the drafting of bond documents for the refinancing of Bond Series 2013, for the Solterra
51 Resort Community Development District.

52 **FOURTH ORDER OF BUSINESS – Business Items**

53 A. Exhibit 2: Update on Amenity Parking Lot Project – *Kimley Horn*

54 Mr. Darin recommended the parking lot project be tabled until the next calendar
55 year based on anticipated expenditures prior to the next assessment deposit.
56 Board consensus was to review the project again in October/November.

57 B. Vendor Reports

58 1. Exhibit 3: Aquatic Maintenance – *Steadfast Environmental*

59 Mr. Smith presented the aquatic report. In response to concerns regarding
60 trash in the wetland behind pond 9, Mr. Smith noted this was not part of
61 their scope. Steadfast was asked to review the wetland area behind pond 9
62 and provide a proposal for any allowable aesthetic improvements. Debris
63 removal in ponds 18 and 19 was discussed.

64 2. Landscape Maintenance – *Dana Bryant, Yellowstone Landscape*

65 Mr. Bryant discussed the community’s irrigation, and the refurbishment of
66 the planters at the entrance.

67 A proposal for palm trimming was distributed.

68 On a MOTION by Ms. Wienker, SECONDED by Mr. Voisard, with ALL IN FAVOR, the Board
69 approved the palm trimming in the amount of \$17,329.00, for the Solterra Resort Community
70 Development District.

71 The Bahia seedheads in the common areas are part of the scheduled
72 process allowing for re-seeding. Herbicides and pre-emergent herbicides
73 are being used to address weeds in the beds.

74 A proposal for crushed concrete at the trash compactor was distributed.



75 On a MOTION by Mr. Voisard, SECONDED by Ms. Osner, with ALL IN FAVOR, the Board
76 approved the installation of crushed concrete at the trash compactor, in the amount of \$1,440.40,
77 for the Solterra Resort Community Development District.

78 Mr. Bryant discussed a previously approved project for a section of sod
79 from the trash compactor to the sidewalk. Mr. Bryant will provide a
80 proposal for low ground cover for the Board to review.

81 3. HOA Management – *Evergreen Lifestyles Management*

82 No representative from the HOA Management Team was present.

83 Ms. Hammock discussed a request to rent office space within the amenity
84 center for the HOA Management Team beginning September 1, 2023.
85 The Board directed staff to present a preliminary lease agreement at the
86 next meeting.

87 4. Amenity Manager – *Jayme Biggs, Vesta Property Services*

88 Ms. Biggs was introduced as the General Manager

89 a. For Consideration:

90 i. Exhibit 4: Holiday Lighting Proposals

91 A) Captain Carnival – *Previously Presented*

92 B) Christmas Lighting Company – *Previously*
93 *Presented*

94 Discussion on this item was postponed until the August
95 meeting. Amenity staff will pursue an additional quote.

96 ii. Exhibit 5: Community Signage – *Previously Presented*

97 Discussion on this item was postponed until the October
98 meeting.

99 iii. Outdoor Furniture and Cabana Updates

100 Outdoor furniture was tabled and staff will focus on the
101 cabanas updates.

102 b. Updates:

103 i. Lifestyle Events Schedule

104 Ms. Biggs discussed events and scheduling through
105 October. The website is at 80-90% complete, it will be
106 mobile friendly and include QR codes. A quarterly digital
107 newsletter is in progress.

108 The MailChimp account previously approved by the CDD
109 for disseminating amenity information to the community
110 and the database for amenity access were discussed with a
111 request for Evergreen to provide these to the CDD.



112 Mr. Darin requested the amenity team source a safe option
113 for cleaning the pool deck chairs, and Supervisors
114 requested proposals for cleaning the playground equipment
115 and cleaning/sealing the pool deck.

116 *(The Board recessed the meeting at 11:23 a.m. and reconvened at 11:32 a.m.)*

117 **FIFTH ORDER OF BUSINESS – Shade Session – Security**

118 *This item, listed as item VI on the agenda, was addressed out of order.*

119 A. Discussion on Responses to Security Services RFP

120 On a MOTION by Ms. Osner, SECONDED by Ms. Casanova, with ALL IN FAVOR, the Board
121 recessed the meeting and moved into the shade to discuss security at 11:32 a.m., for the Solterra
122 Resort Community Development District.

123 The Board discussed the Security Services RFP responses and asked questions of the
124 various vendor representatives. No decision was made during the shade session.

125 On a MOTION by Ms. Osner, SECONDED by Ms. Casanova, with ALL IN FAVOR, the Board
126 moved out of the shade and reconvened the regular meeting at 12:22 p.m., for the Solterra Resort
127 Community Development District.

128 **SIXTH ORDER OF BUSINESS – Security and Safety Matters**

129 *This item, listed as item VII on the agenda, was addressed out of order.*

130 A. Exhibit 12: Consideration of Responses to Security Services RFP

- 131 1. American Security
- 132 2. Arc One
- 133 3. Freeman Security
- 134 4. FTI
- 135 5. Homeland Intelligence
- 136 6. Prime Security
- 137 7. Universal Security Guard Association

138 On a MOTION by Ms. Wienker, SECONDED by Mr. Voisard, with ALL IN FAVOR, the Board
139 authorized staff to enter negotiations and facilitate a one-year agreement with FTI for security
140 services, for the Solterra Resort Community Development District.

141 **SEVENTH ORDER OF BUSINESS – Staff Reports**

142 A. District Counsel – *Meredith Hammock, Kilinski Van Wyk*

143 *Listed under Staff Reports Item VIII. A. 2. on the agenda, this item was discussed*
144 *out of order*

- 145 2. Exhibit 13: Code of Conduct



146 The Code of Conduct will apply to all Supervisors going forward, not just
147 to the current Board. Supervisors were advised that any postings on
148 social media were a public record and needed to be forwarded to the
149 District Manager to be incorporated as part of the District record. They
150 were also advised not to respond to social media questions but instead
151 direct any questions from the homeowners and the public to the Amenity
152 staff who will disseminate information via an official platform or forward
153 to the appropriate respondent.

154 Ms. Osner requested homeowners and the public reach out to the Amenity Staff or to the
155 District Manager with questions. Legal questions will be brought to the Board for
156 approval prior to the District Counsel responding as the District will be billed for
157 Counsel's time.

158 On a MOTION by Ms. Osner, SECONDED by Mr. Voisard, with ALL IN FAVOR, THE Board
159 approved the Supervisor Code of Conduct as presented, for the Solterra Resort Community
160 Development District.

161 *(Ms. Osner left the meeting at 12:34 p.m. Quorum remained and the meeting continued.)*

162 **SEVENTH ORDER OF BUSINESS – Business Items (Continued)**

163 C. Exhibit 6: Consideration and Adoption of Resolution 2023-11, Resetting the Date
164 of the Public Hearing for the Purpose of Adopting Amended Amenity Facility
165 Rules and Policies

166 The public hearing date was reset to comply with Florida Statute notice
167 requirements.

168 On a MOTION by Ms. Casanova, SECONDED by Ms. Wienker, with ALL IN FAVOR, the Board
169 adopted Resolution 2023-11, Resetting the Date of the Public Hearing for the Purpose of Adopting
170 Amended Amenity Facility Rules and Policies, for the Solterra Resort Community Development
171 District.

172 D. Exhibit 7: Consideration of Road and Parking Space Re-Striping Proposals

- 173 1. ACPLM - \$5,383.00
174 2. USA Seal Stripe - \$3,500.00

175 Board direction was given to the District Engineer to provide recommendations
176 on additional parking spaces on District roads.

177 On a MOTION by Mr. Voisard, SECONDED by Ms. Wienker, with ALL IN FAVOR, the Board
178 approved USA Seal Stripe road and parking space re-striping proposal in the amount of \$3,500.00,
179 for the Solterra Resort Community Development District.

180 **FIFTH ORDER OF BUSINESS – Consent Agenda**

181 A. Exhibit 8: Consideration and Approval of the Minutes of the Board of Supervisors
182 Regular Meeting Held June 2, 2023

183 B. Exhibit 9: Consideration and Acceptance of the May 2023 Unaudited Financial
184 Report



- 185 C. Exhibit 10: Consideration and Acceptance of the FY 2022 Audited Financial
186 Report
- 187 D. Consideration and Ratification of Proposals, Invoices and Agreements
- 188 1. Exhibit 11: Approved Proposals:
- 189 a. Spies Lazy River Filter Grids - \$2,275.00
- 190 b. Spies Pool Filter Grids - \$2,275.00
- 191 2. Aquachill Water Cooler Agreement
- 192 3. Klinger Clubhouse Electrical Repairs Invoice - \$354.00

193 On a MOTION by Ms. Wienker, SECONDED by Ms. Casanova, with ALL IN FAVOR, the Board
194 approved the Consent Agenda – Items A-D, for the Solterra Resort Community Development
195 District.

196 **EIGHTH ORDER OF BUSINESS – Staff Reports (Continued)**

- 197 A. District Counsel – *Meredith Hammock, Kilinski Van Wyk*
- 198 1. Consideration of Shared Office Space Agreement
- 199 This item was discussed out of order, after the HOA management report.
- 200 2. Exhibit 13: Code of Conduct – *Previously Presented*
- 201 This item was discussed out of order, after Security and Safety Matters.
- 202 Ms. Hammock noted the agreement for Amenity Management was under review
203 and would be brought to the Board at the next meeting.
- 204 B. District Engineer – *Tonja Stewart, Stantec*
- 205 1. Exhibit 14: Consideration of Oakbourne Inlet Top Repair
- 206 a. Finn Outdoors - \$3,400.00
- 207 b. Kearney - \$8,800.00

208 On a MOTION by Ms. Wienker, SECONDED by Mr. Voisard, with ALL IN FAVOR, the Board
209 approved the Finn Outdoors proposal for the Oakbourne inlet top repair in the amount of
210 \$3,400.00, subject to execution of an agreement through Counsel, for the Solterra Resort
211 Community Development District.

- 212 C. District Manager – *Kyle Darin, Vesta Property Services*
- 213 1. Update for Discussion on Café Lease Agreement
- 214 Board directed staff to create a lease agreement that included revenue
215 sharing, and incorporated in-community delivery/pick-up service, poolside
216 service, accurate inventory, mobile ordering, better flow of ordering (less
217 queuing on the pool deck), push carts or coolers with satellite locations,
218 satellite bar, resident discount requirements.



219 A discussion on towing followed. Board direction was to allow staff to work with
220 a tow company, HOA, security, and other stakeholders to improve the current
221 policy.

222 **NINTH ORDER OF BUSINESS – Supervisors Requests** *(Includes Next Meeting Agenda Item*
223 *Requests)*

224 Ms. Wienker requested a letter from a resident be read regarding comments heard during
225 the June 2, 2023 CDD meeting. Mr. Darin read the letter.

226 **TENTH ORDER OF BUSINESS – Action Item Summary**

- 227 • District Manager arrange meeting with Polk County Sheriffs Office
- 228 • District to negotiate land usage agreement with HOA for bike rack they
- 229 purchase.
- 230 • Yellowstone to bring proposals for ground cover alternatives for the already
- 231 approved \$8k sod project.
- 232 • Board direction for District Counsel to prepare prospective lease agreement for
- 233 amenity center office space to HOA.
- 234 • General Manager to source Christmas lights companies
- 235 • General Manager and amenity staff to deep clean pool deck and pool chairs
- 236 • Board direction for District Engineer to provide recommendation on additional
- 237 parking spacing on District roads

238 **ELEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check**

239 *Friday, August 4, 2023*
240 *Solterra Resort Clubhouse*
241 *5200 Solterra Boulevard, Davenport, FL 33837*

242 All Supervisors present indicated their intent to attend in person.

243 **TWELFTH ORDER OF BUSINESS – Adjournment**

244 On a MOTION by Mr. Voisard, SECONDED by Ms. Casanova, WITH ALL IN FAVOR, the
245 Board adjourned the meeting at 1:17 p.m., for the Solterra Resort Community Development
246 District.

247 **Each person who decides to appeal any decision made by the Board with respect to any matter*
248 *considered at the meeting is advised that person may need to ensure that a verbatim record of the*
249 *proceedings is made, including the testimony and evidence upon which such appeal is to be based.*



250 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**
251 **noticed meeting held on _____.**

252

253

Signature

Signature

Printed Name

Printed Name

254 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chairman**



EXHIBIT 19



Solterra Resort Community Development District

Financial Statements
(Unaudited)

Period Ending
30-Jun-23



Solterra Resort CDD
Balance Sheet
6/30/2023

	<u>GF</u>	<u>DEBT SVC SERIES 2013</u>	<u>DEBT SVC SERIES 2014</u>	<u>DEBT SVC SERIES 2018</u>	<u>CAPITAL PROJECTS</u>	<u>TOTAL</u>
1 ASSETS:						
2						
3 CASH - Operating Account	\$ 2,371,409	\$ -	\$ -	\$ -	\$ 7	\$ 2,371,417
4 CASH - Debit Card	-	-	-	-	-	-
5 INVESTMENTS:						
6 REVENUE	-	304,731	171,041	302,216	-	777,988
7 RESERVE	-	346,791	129,372	309,222	-	785,384
8 INTEREST FUND	-	-	31	-	-	31
9 PREPAYMENT FUND	-	-	-	0	-	0
10 SINKING FUND	-	-	6	-	-	6
12 2013 ACQ./CONSTRUCTION	-	1,360	-	-	6,730	8,090
13 2014 ACQ./CONSTRUCTION	-	-	507	-	2,511	3,018
14 2018 ACQ./CONSTRUCTION	-	-	-	1,212	6,207	7,419
15 PHASE 2B	-	-	-	-	41,995	41,995
16 ACCOUNTS RECEIVABLE	-	-	-	-	-	-
17 ASSESSMENTS RECEIVABLE-ON ROLL	-	-	-	-	-	-
18 ALLOWANCE FOR DOUBTFUL ACCOUNTS	(0)	-	-	-	-	(0)
19 RECEIVABLE-OFF ROLL (Pk. Square)	-	-	-	-	-	-
20 DEPOSITS -UTILITIES	3,530	-	-	-	-	3,530
21 PREPAID ITEMS	46,246	-	-	-	-	46,246
22 DUE FROM GEN FUND	-	46,014	25,749	61,546	-	133,308
23 TOTAL ASSETS	\$ 2,421,185	\$ 698,895	\$ 326,706	\$ 674,196	\$ 57,451	\$ 4,178,433
24						
25						
26 LIABILITIES:						
27						
28 ACCOUNTS PAYABLE	\$ 25,433	\$ -	\$ -	\$ -	\$ -	\$ 25,433
29 DUE TO DEVELOPER	-	-	-	-	-	-
30 DUE TO OTHER FUNDS	133,308	-	-	-	-	133,308
31 ACCRUED EXPENSES	-	-	-	-	-	-
32 MATURED BONDS PAYABLE	-	-	-	-	-	-
33 DEFERRED REVENUE (ON ROLL)	-	-	-	-	-	-
34 DEFERRED REVENUE (OFF ROLL)	-	-	-	-	-	-
35	-	-	-	-	-	-
36 FUND BALANCE:						
37						
38 NONSPENDABLE:						
39 PREPAID AND DEPOSITS	49,776	-	-	-	-	49,776
40 RESTRICTED FOR:						
41 DEBT SERVICE	-	698,895	326,706	674,196	-	1,699,798
42 CAPITAL PROJECTS	-	-	-	-	57,451	57,451
43 ASSIGNED:	-	-	-	-	-	-
44 UNASSIGNED:	2,212,668	-	-	-	-	2,212,668
45	-	-	-	-	-	-
46 TOTAL LIABILITIES & FUND BALANCE	\$ 2,421,185	\$ 698,895	\$ 326,706	\$ 674,196	\$ 57,451	\$ 4,178,433



Solterra Resort CDD
General Fund
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending June 30, 2023

	FY2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1	REVENUE				
2	\$ 2,851,513	102,603	2,909,288	57,775	102%
4	21,000	-	10,800	(10,200)	51%
5	-	-	2,096	-	0%
6	-	-	-	-	0%
7	-	-	-	-	0%
6	2,872,513	102,603	2,922,183	47,575	102%
7					
8	EXPENDITURES				
9					
10	GENERAL ADMINISTRATIVE:				
11	12,000	600	3,800	(8,200)	32%
12	43,760	3,647	32,820	(10,940)	75%
13	1,500	-	1,298	(202)	87%
14	1,500	59	794	(706)	53%
15	500	-	-	(500)	0%
16	250	-	175	(75)	70%
17	3,000	2,800	2,800	(200)	93%
18	10,000	508	6,571	(3,429)	66%
19	25,000	4,774	57,774	32,774	231%
20	25,000	-	668	(24,332)	3%
21	2,015	-	1,635	(380)	81%
22	-	-	2,936	2,936	100%
23	124,525	12,387	111,271	(13,254)	89%
24					
25	INSURANCE:				
26	36,880	-	34,215	(2,665)	93%
27	36,880	-	34,215	(2,665)	93%
28					
29	DEBT SERVICE ADMINISTRATION:				
30	750	-	650	(100)	87%
31	-	-	-	-	0%
32	4,800	-	4,800	-	100%
33	17,000	-	18,337	1,337	108%
34	22,550	-	23,787	1,237	105%
35					
36	UTILITIES:				
37	277,908	16,879	185,575	(92,333)	67%
38	75,000	-	41,472	(33,528)	55%
39	99,730	18,115	116,429	16,699	117%
42	452,638	34,994	343,477	(109,161)	76%
43					
44	SECURITY:				
45	31,200	36,000	52,518	21,318	168%
46	2,400	-	16,222	13,822	676%
47	5,500	-	-	(5,500)	0%
48	8,500	-	1,324	(7,176)	16%
49	350,000	2,450	165,501	(184,499)	47%
50	42,000	-	12,050	(29,950)	29%
51	10,000	4,326	12,694	2,694	127%
52	5,100	1,045	7,215	2,115	141%
53	454,700	43,821	267,524	(187,176)	59%
54					
55	CLUBHOUSE/AMENITY ADMINISTRATION:				
56	50,000	-	19,830	(30,170)	40%
60	550,000	-	130,741	(419,259)	24%
61	45,000	10,652	74,817	29,817	166%
62	20,000	1,402	4,479	(15,521)	22%
63	60,000	1,500	16,347	(43,653)	27%
64	500	-	-	(500)	0%
65	13,200	-	2,512	(10,688)	19%
66	7,000	-	342	(6,658)	5%
67	750	-	-	(750)	0%
68	12,514	278	3,995	(8,519)	32%
69	758,964	13,832	253,063	(505,901)	33%
70					
71	LANDSCAPE/PROPERTY MAINTENANCE:				
72	53,800	2,393	21,537	(32,263)	40%
73	194,400	16,166	132,547	(61,853)	68%
74	116,667	-	68,740	(47,927)	59%
75	20,000	2,346	5,569	(14,431)	28%
76	25,000	-	-	(25,000)	0%
77	122,000	-	-	(122,000)	0%
78	10,000	833	7,530	(2,470)	75%
79	541,867	21,739	235,923	(305,944)	44%
80					
81	FACILITY MAINTENANCE:				



Solterra Resort CDD
General Fund
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending June 30, 2023

	FY2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
82 POOL & LAZY RIVER REPAIR & MAINTENANCE	78,000	15,374	90,794	12,794	116%
83 POOL PERMIT	850	-	701	(149)	82%
84 SLIDE MAINTENANCE CONTRACT	2,500	-	-	(2,500)	0%
85 SIGNAGE	2,000	-	10,092	8,092	505%
86 ATHLETIC FACILITIES MAINT. & FITNESS EQUIP REPAIR	10,000	707	5,765	(4,235)	58%
87 REFUSE DUMPSTER SERVICE	70,000	5,358	47,148	(22,852)	67%
88 MISCELLANEOUS -INCLUDES PRESSURE WASHING	15,000	452	690	(14,310)	5%
89 CONTINGENCY	6,000	-	10,929	4,929	182%
90 TOTAL FACILITY MAINTENANCE	184,350	21,890	166,120	(18,230)	90%
91					
92 CAPITAL IMPROVEMENTS					
93					
94 CAPITAL IMPROVEMENT	196,039	2,511	64,427	(131,612)	33%
95 INCREASE FOR OPERATING CAPITAL RESERVE	100,000	-	-	(100,000)	0%
96 TOTAL CAPITAL IMPROVEMENTS	296,039	2,511	64,427	(231,612)	22%
97					
98					
99 TOTAL EXPENDITURES	2,872,513	151,174	1,499,807	(1,372,706)	52%
100					
101 EXCESS REVENUE OVER (UNDER) EXPENDITURES	-	(48,571)	1,422,376	(1,325,132)	
102					
103 OTHER FINANCING SOURCES (USES)					
104					
105 INTERFUND TRANSFER-OUT	-	-	-	-	
106 PRIOR YEAR ADJUSTMENT	-	2,100	2,100	-	
107 TOTAL OTHER FINANCING SOURCES (USES)	-	2,100	2,100	-	
108 NET CHANGE IN FUND BALANCE			1,424,476		
109					
110 FUND BALANCE - BEGINNING			837,967		
111					
112 FUND BALANCE - ENDING			2,262,445		



Solterra Resort CDD
DS Series 2013
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending June 30, 2023

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2					
3 ASSESSMENTS ON-ROLL (Net)	\$ 462,388	\$ 16,638	\$ 471,756	\$ 9,368	102%
4 ASSESSMENTS OFF-ROLL	-	-	-	-	0%
5 INTEREST - INVESTMENT	-	2,549	14,163	14,163	100%
6 DISCOUNTS	-	-	-	-	0%
7 TOTAL REVENUE	462,388	19,187	485,919	23,531	105%
8					
9 EXPENDITURES					
10 COUNTY ASSESSMENT TAX COLLECTION FEES	-	-	-	-	
11 INTEREST EXPENSE	179,444	-	182,531	3,087	102%
12 INTEREST EXPENSE	179,444	-	179,444	(0)	100%
13 PRINCIPAL	100,000	-	95,000	(5,000)	95%
14 TOTAL EXPENDITURES	458,888	-	456,975	(1,913)	100%
15					
16 EXCESS REVENUE OVER (UNDER) EXPENDITURES	3,500	19,187	28,944	9,757	
17					
18 OTHER FINANCING SOURCES (USES)					
19 INTERFUND TRANSFER-IN	-	-	-	-	
20 INTERFUND TRANSFER-OUT	-	-	(7,971)	7,971	
21 TOTAL OTHER FINANCING SOURCES (USES)	-	-	(7,971)	7,971	
22					
23 NET CHANGE IN FUND BALANCE	-	19,187	20,973	1,786	
24					
25 FUND BALANCE - BEGINNING			677,922		
26					
27 FUND BALANCE - ENDING			\$ 698,895		



Solterra Resort CDD

DS Series 2014

**Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending June 30, 2023**

	<u>FY 2023 ADOPTED BUDGET</u>	<u>CURRENT MONTH</u>	<u>YEAR-TO DATE</u>	<u>VARIANCE</u>	<u>% OF BUDGET</u>
1 REVENUE					
2					
3 ASSESSMENTS ON-ROLL (Net)	\$ 258,744	\$ 9,310	\$ 263,986	\$ 5,242	102%
4 ASSESSMENTS OFF-ROLL	-	-	-	-	0%
5 INTEREST - INVESTMENT	-	1,175	5,939	5,939	100%
6 TOTAL REVENUE	<u>258,744</u>	<u>10,485</u>	<u>269,925</u>	<u>11,181</u>	<u>104%</u>
7					
8 EXPENDITURES					
9 COUNTY ASSESSMENT COLLECTIONS	-	-	-	-	
10 INTEREST EXPENSE	86,697	-	88,697	2,000	102%
11 INTEREST EXPENSE	86,697	-	86,697	(0)	100%
12 PRINCIPAL EXPENSE	85,000	-	80,000	(5,000)	94%
13 TOTAL EXPENDITURES	<u>258,394</u>	<u>-</u>	<u>255,394</u>	<u>(3,000)</u>	<u>99%</u>
14					
15 EXCESS REVENUE OVER (UNDER) EXPENDITURES	<u>350</u>	<u>10,485</u>	<u>14,532</u>	<u>4,046</u>	
16					
17 OTHER FINANCING SOURCES (USES)					
18 INTERFUND TRANSFER-IN	-	-	-	-	
19 INTERFUND TRANSFER-OUT	-	-	(2,974)	(2,974)	
20 TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>(2,974)</u>	<u>(2,974)</u>	
21					
22 NET CHANGE IN FUND BALANCE	350	10,485	11,558		
23					
24 FUND BALANCE - BEGINNING			315,148		
25 FUND BALANCE APPROPRIATED					
26 FUND BALANCE - ENDING			<u>\$ 326,706</u>		



Solterra Resort CDD
DS Series 2018
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending June 30, 2023

	FY 2023 ADOPTED BUDGET	CURRENT MONTH	YEAR TO DATE	VARIANCE	% OF BUDGET
1 REVENUE					
2					
3 ASSESSMENTS ON-ROLL (Net)	\$ 618,463	\$ 22,253	\$ 630,994	\$ 608,740	1.020261034
4 ASSESSMENTS OFF-ROLL	-	-	-	-	
5 INTEREST - INVESTMENT	-	2,392	15,732	13,340	100%
6 DISCOUNTS	-	-	-	-	
7 TOTAL REVENUE	618,463	24,646	646,726	622,080	105%
8					
9 EXPENDITURES					
10 COUNTY ASSESSMENT COLLECTIONS	-	-	-	-	
11 INTEREST EXPENSE	229,453	-	229,441	(12)	100%
12 INTEREST EXPENSE	226,253	-	229,441	(229,441)	101%
13 PRINCIPAL	160,000	-	160,000	-	100%
14 TOTAL EXPENDITURES	615,706	-	618,881	(229,453)	101%
15					
16 EXCESS REVENUE OVER (UNDER) EXPENDITURES	2,757	24,646	27,845	3,199	
17					
18 OTHER FINANCING SOURCES (USES)					
19 INTERFUND TRANSFER-IN	-	-	-	-	
20 INTERFUND TRANSFER-OUT	-	-	(162,508)	162,508	
21 TOTAL OTHER FINANCING SOURCES (USES)	-	-	(162,508)	162,508	
22					
23 NET CHANGE IN FUND BALANCE	-	24,646	(134,663)	(159,309)	
24					
25 FUND BALANCE - BEGINNING			808,860		
26					
27 FUND BALANCE - ENDING			\$ 674,196		



Solterra Resort CDD
Construction Fund 2013
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending June 30, 2023

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	156
4 TOTAL REVENUE	156
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	16,546
8	-
9 TOTAL EXPENDITURES	16,546
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(16,391)
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	7,971
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	7,971
18	
19 NET CHANGE IN FUND BALANCE	(8,420)
20	
21 FUND BALANCE - BEGINNING	15,150
22	
23 FUND BALANCE - ENDING	\$ 6,730



Solterra Resort CDD
Construction Fund 2014
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending June 30, 2023

	<u>ACTUAL</u> <u>YEAR-TO-DATE</u>
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	58
4 TOTAL REVENUE	<u>58</u>
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	6,173
8	-
9 TOTAL EXPENDITURES	<u>6,173</u>
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(6,115)
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	2,974
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	<u>2,974</u>
18	
19 NET CHANGE IN FUND BALANCE	(3,141)
20	
21 FUND BALANCE - BEGINNING	5,652
22	
23 FUND BALANCE - ENDING	<u><u>\$ 2,511</u></u>



Solterra Resort CDD
Construction Fund 2018
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending June 30, 2023

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	87
4 TOTAL REVENUE	87
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	158,339
8	-
9 TOTAL EXPENDITURES	158,339
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	(158,252)
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	162,508
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	162,508
18	
19 NET CHANGE IN FUND BALANCE	4,256
20	
21 FUND BALANCE - BEGINNING	1,951
22	
23 FUND BALANCE - ENDING	\$ 6,207



Solterra Resort CDD
Construction Fund 2018 Phase 2B
Statement of Revenue, Expenditures And Changes in Fund Balance
For The Period Starting October 1, 2022 and Ending June 30, 2023

	ACTUAL YEAR-TO-DATE
1 REVENUE	
2 BOND PROCEEDS	\$ -
3 INTEREST-INVESTMENT	1,113
4 TOTAL REVENUE	1,113
5	
6 EXPENDITURES	
7 CONSTRUCTION-IN-PROGRESS	-
8	-
9 TOTAL EXPENDITURES	-
10	
11 EXCESS REVENUE OVER (UNDER) EXPENDITURES	1,113
12	
13 OTHER FINANCING SOURCES (USES)	
14 BOND PROCEEDS	-
15 INTERFUND TRANSFER-IN	-
16 INTERFUND TRANSFER-OUT	-
17 TOTAL OTHER FINANCING SOURCES (USES)	-
18	
19 NET CHANGE IN FUND BALANCE	1,113
20	
21 FUND BALANCE - BEGINNING	40,883
22	
23 FUND BALANCE - ENDING	\$ 41,995



**Solterra Resort CDD
Cash Reconciliation (GF)
6/30/2023**

	<u>BANK UNITED</u>
Balance Per Bank Statement	\$ 2,434,510.27
Plus: Deposits	\$ -
Less: Outstanding Checks	<u>(\$63,100.78)</u>
<i>Adjusted Bank Balance</i>	<u><u>\$ 2,371,409.49</u></u>

Beginning Bank Balance Per Books	\$ 2,378,048.61
Add: Cash Receipts	152,903.91
Less: Cash Disbursements	<u>(159,543.03)</u>
<i>Balance Per Books</i>	<u><u>\$ 2,371,409.49</u></u>



**CHECK REGISTER
FY 2023**

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
EYO Balance 9-30-2022						
10/01/2022	5129	Egis Insurance & Risk Advisors	FY Insurance Policy # 100122585 10/01/22-10/01/23		34,215.00	978,520.76
10/01/2022	657R		Reverse of GJE 657 -- To clear voided check, to record payment to yellowstone to match FY 20 Audit	3,960.83		948,266.59
10/01/2022	658R		Reverse of GJE 658 -- To record expense for void check 4463 Obelisk Cleaning, to match FY 21 Audit	2,445.00		950,711.59
10/03/2022	01ACH100322	DUKE ENERGY	0 Solterra Blvd Lite 8/9-9/8		1,334.32	949,377.27
10/03/2022	02ACH100322	DUKE ENERGY	7524 Oak Spring LN irrigation 8/6-9/7		30.42	949,346.85
10/03/2022	03ACH100322	DUKE ENERGY	7310 Oakmoss Loop Irrigation 8/6- 9/7		30.42	949,316.43
10/03/2022	04ACH100322	DUKE ENERGY	7632 Oak Spring LN Irrigation 8/6-9/7		30.42	949,286.01
10/03/2022	05ACH100322	DUKE ENERGY	7102 Oakmoss Loop Irrigation 8/6-9/7		30.42	949,255.59
10/03/2022	06ACH100322	DUKE ENERGY	6022 Board Oak Dr Pump 8/6-9/7		30.41	949,225.18
10/03/2022	07ACH100322	DUKE ENERGY	5456 Misty Oak Cr Pump 8/6-9/7		30.41	949,194.77
10/03/2022	10322ACH1	DUKE ENERGY	4000 OAKMONT BLVD 8/6/22 - 9/7/22		49.42	949,145.35
10/03/2022	10322ACH2	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 8/6/22 - 9/7/22		92.00	949,053.35
10/04/2022	01ACH100422	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 8/9-9/8		4,493.24	944,560.11
10/04/2022	100092	Cintas	Invoice: 4132520499 (Reference: Facility Maintenance For Cleaning.)		314.06	944,246.05
10/04/2022	100093	CRYSTAL SPRINGS	Invoice: 18244974 092522 (Reference: Coffee, Water & Vending Services.)		28.45	944,217.60
10/10/2022	ACH101022	DUKE ENERGY	000 Solterra Blvd Lite 8/17-9/16		789.16	943,428.44
10/11/2022	100096	I-Deal Refuse Savings, Inc.	Invoice: 407912 (Reference: Dump and Return Compactor.) Invoice: 407918 (Reference: Dump and ...		1,566.70	941,871.74
10/11/2022	100097	Innysync	Invoice: 20831 (Reference: Website Services.)		1,515.00	940,356.74
10/11/2022	100098	POLK COUNTY UTILITIES	Invoice: 092622-3364 (Reference: Reuse Usage.) Invoice: 092622-5234 (Reference: Waste Water U...		11,167.17	929,189.57
10/11/2022	100099	Power Pool Services, LLC	Invoice: 2678 (Reference: Pool Service Oct.) Invoice: 2692 (Reference: Service after Natural ...		4,000.00	925,189.57
10/11/2022	100100	SPIES POOL, LLC	Invoice: 390416 (Reference: Pool Bulk Bleach.) Invoice: 390111 (Reference: Pool Bulk Bleach.)		1,786.65	923,402.92
10/11/2022	100101	Steadfast Environmental LLC	Invoice: SE-21550 (Reference: Routine Pond Spraying.)		2,393.00	921,009.92
10/11/2022	100102	YELLOWSTONE LANDSCAPE	Invoice: OS 437596 (Reference: Quarterly Date Palm Injection and Fertilizer.) Invoice: OS 437...		14,657.93	906,351.99
10/11/2022	100103	King Jackson Music LLC	Invoice: SR9222022 (Reference: Duo Music.)		350.00	906,001.99
10/11/2022	100104	METFITNESS LLC	Invoice: INV-4116 (Reference: Aqua Zumba Group Fitness Class.)		240.00	905,761.99
10/11/2022	100105	Captain Carnival LLC	Invoice: 15399 (Reference: Clubhouse Entertainment DJ.)		350.00	905,411.99
10/11/2022	100094	Amenity Services LLC	Cleaning of Clubhouse. Duplicate Payment		3,500.00	901,911.99
10/17/2022	100106	Spectrum Business	Invoice: 067483201100422 (Reference: Phone and Internet.)		277.96	901,634.03
10/17/2022	100107	Envera Systems	Invoice: 719961 (Reference: Security Monitoring Pool.)		2,510.87	899,123.16
10/17/2022	100108	I-Deal Refuse Savings, Inc.	Invoice: 407936 (Reference: Dump and Return Compactor.)		593.92	898,529.24
10/19/2022	ACH101922	DUKE ENERGY			171.44	898,357.80
10/19/2022	101922ACH1	DUKE ENERGY	4000 Oakmont Blvd LITE SOLTERRA PH2A-SL 7/14-8/11 Double Paid		2,137.64	896,220.16
10/19/2022	101922ACH2	DUKE ENERGY	Lite Solterra PH2C July 20-Aug 18. Double payment \$1314.11+8.59 adm fee		1,322.70	894,897.46
10/19/2022			Deposit	3,600.00		898,497.46
10/19/2022	100110	Spectrum Business	Invoice: 093404701092322 (Reference: Phone and Internet.) Invoice: 092622-5-02 (Reference: Ph...		854.32	897,643.14
10/19/2022	100111	Cintas	Invoice: 4133212597 (Reference: Facility Maintenance Cleaning.) Invoice: 4133899103 (Referenc...		628.12	897,015.02
10/19/2022	100112	DUKE ENERGY	Invoice: 092822-5266 (Reference: Utility.) Invoice: 092922-5563 (Reference: Utility.)		912.66	896,102.36
10/19/2022	100113	SPIES POOL, LLC	Invoice: 391068 (Reference: Bulk Beach Pool Supplies.)		2,571.90	893,530.46
10/19/2022	100114	STANTEC CONSULTING SERVICES, INC.	Invoice: 1989377 (Reference: Professional services.)		924.00	892,606.46
10/19/2022	100115	Captain Carnival LLC	Invoice: 15355 (Reference: Entertainment DJ.)		1,700.00	890,926.46
10/19/2022	100116	METFITNESS LLC	Invoice: INV-4096 (Reference: weekly Group Zumba.)		360.00	890,566.46
10/19/2022	100117	King Jackson Music LLC	Invoice: SR8232022 (Reference: Duo Music.)		350.00	890,216.46
10/19/2022	100118	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 63293 (Reference: Facility Cleaning Maintenance.)		326.45	889,890.01
10/20/2022	ACH2102022	DUKE ENERGY	5200 OAKMONT BLVD 8/27-9/27		8,975.10	880,914.91
10/20/2022	100119	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2058 (Reference: Security Services.)		16,179.65	864,735.26
10/20/2022	100120	Florida Pest Control	Invoice: 8735771 (Reference: Pest Control May.) Invoice: 8735789 (Reference: Pest Control Ser...		2,336.00	862,399.26
10/20/2022	100121	SPIES POOL, LLC	Invoice: 391250 (Reference: Bulk Bleach Lazy River.)		1,375.00	861,024.26
10/20/2022	102022ACH1	FLORIDA DEPT OF REVENUE	Florida Tax Payment 7/22 - 9/22		312.55	860,711.71
10/21/2022	100122	Cintas	Invoice: 413456569 (Reference: Facility Maintenance.)		314.06	860,397.65
10/21/2022	100123	DUKE ENERGY	Lite Solterra PH2C J 09/20-10/18/22		1,314.20	859,083.45
10/25/2022	ACH1102522	DUKE ENERGY	00 Solterra Blvd LITE 9/2-10/3		1,031.44	858,052.01
10/31/2022	ACH1103122	DUKE ENERGY	7632 Oak Spring LN Irrigation 9/6-10/6		30.42	858,021.59
10/31/2022	ACH2103122	DUKE ENERGY	6022 Board Oak Dr Pump 9/8-10/5		30.41	857,991.18
10/31/2022	ACH3103122	DUKE ENERGY	7524 Oak Spring Lane 9/8-10/6		30.42	857,960.76
10/31/2022	ACH4103122	DUKE ENERGY	7310 Oakmoss Loop Irrigation 9/8- 10/6		30.42	857,930.34
10/31/2022	ACH5103122	DUKE ENERGY	7102 Oakmoss Loop Irrigation 9/8-10/6		30.42	857,899.92
10/31/2022	5130	CANDICE SMITH	BOS MTRG 10/27/22		200.00	857,699.92
10/31/2022	ACH103122	DUKE ENERGY	4000 OAKMONT BLVD 9/8/22 - 10/6/22		42.97	857,656.95
10/31/2022	ACH2113122	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 9/8/22 - 10/6/22		59.56	857,597.39
10/31/2022	ACH103122	DUKE ENERGY	5456 Misty Oak Cr Pump 9/8-10/6		30.41	857,566.98
10/31/2022				10,005.83	130,959.61	857,566.98
11/01/2022	100124	Spectrum Business	Invoice: 093404701102322 (Reference: Phone and Internet.)		111.63	857,455.35
11/01/2022	100125	Cintas	Invoice: 4135276674 (Reference: Facility Cleaning Maintenance.) Invoice: 102822- (Reference: ...		922.78	856,532.57
11/01/2022	100127	CRYSTAL SPRINGS	Invoice: 18244974 102322 (Reference: Filtration System Rental.)		28.45	856,504.12
11/01/2022	100128	DPFG M&C	Invoice: 403564 (Reference: Dissemination Agent.) Invoice: 403524 (Reference: Monthly Contrac...		9,280.00	847,224.12
11/01/2022	100129	Evergreen Lifestyles Mgmt	Invoice: SRDCDD0922C (Reference: Monthly Management fees.)		29,337.11	817,887.01
11/01/2022	100130	I-Deal Refuse Savings, Inc.	Invoice: 408213 (Reference: Solid Waste Disposal.) Invoice: 408222 (Reference: Solid Waste Di...		2,188.63	815,698.38
11/01/2022	100131	KE Law Group, PLLC	Invoice: 4571 (Reference: Legal services.)		7,754.00	807,944.38
11/01/2022	100132	POLK COUNTY UTILITIES	Invoice: 102122-8052 (Reference: Reclaimed Water.) Invoice: 102122-3364 (Reference: Reclaimed...		528.28	807,416.10
11/01/2022	100133	YELLOWSTONE LANDSCAPE	Invoice: OS 443295 (Reference: Monthly Landscape Maintenance Oct.)		16,166.00	791,250.10
11/02/2022	100134	Power Pool Services, LLC	Invoice: 2734 (Reference: Service Call.)		120.00	791,130.10
11/02/2022	100135	Amenity Services LLC	Invoice: 1557.5 (Reference: Facility Cleaning Maintenance.) Invoice: 1547 (Reference: Facilit...		7,151.00	783,979.10
11/04/2022	100137	Cintas	Invoice: 4135909687 (Reference: Facility Cleaning Maintenance.)	16,166.00		800,145.10
11/04/2022	100138	DUKE ENERGY	Invoice: 102622-1688 (Reference: Utility.)		314.06	799,831.04
11/04/2022	100139	EXERCISE SYSTEMS, INC.	Invoice: 049023 (Reference: Amenity Facility & Fitness.)		939.50	798,891.54
11/04/2022	100140	Power Pool Services, LLC	Invoice: 2772 (Reference: Pool Service For November.)		1,095.00	797,796.54
11/04/2022	100141	YELLOWSTONE LANDSCAPE	Invoice: OS 451683 (Reference: Monthly Landscape Maintenance For Nov 2022.)		2,800.00	794,996.54
11/07/2022	100142	I-Deal Refuse Savings, Inc.	Invoice: 408254 (Reference: Solid Waste Disposal.)		16,166.00	778,830.54
11/07/2022	100143	METFITNESS LLC	Invoice: INV-4145 (Reference: Athletic Facilities Fitness.)		545.11	778,285.43
11/07/2022	100144	One Day Masterpieces	Invoice: 102822- (Reference: Various Property signs.)		300.00	777,985.43
11/08/2022	ACH3110822	DUKE ENERGY	000 Solterra Blvd Lite 9/17-10/17		6,612.19	771,373.24
11/08/2022			Deposit	7,106.71		770,584.08
11/09/2022	100145	Envera Systems	Invoice: 720981 (Reference: Alarm Monitoring services.)		2,510.87	777,690.79
11/09/2022	100146	I-Deal Refuse Savings, Inc.	Invoice: 408279 (Reference: Dump and return compactor.)		595.66	775,179.92
11/09/2022	100147	Paradise Property Solutions & Services	Invoice: 1352 (Reference: Delineator post.)		455.00	774,129.26
11/09/2022	100148	POLK COUNTY UTILITIES	Invoice: 102122-4492 (Reference: 5200 Solterra Blvd CLUB 9/8-10/10.)		9,023.37	765,105.89
11/09/2022	100149	Pro-Tech Air Conditioning & Plumbing Svcs.	Invoice: 124794225 (Reference: quarterly HVAC Maintenance.)		674.56	764,431.33
11/09/2022	100150	SPIES POOL, LLC	Invoice: 392280 (Reference: Wire nut and labor.)		277.50	764,153.83
11/09/2022	100151	Steadfast Environmental LLC	Invoice: SE-21643 (Reference: Routine Aquatic Maintenance.)		2,393.00	761,760.83
11/09/2022	100152	Amenity Services LLC	Invoice: 1762 (Reference: Facility Cleaning Maintenance.)		3,773.00	757,987.83
11/09/2022	100153	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 63875 (Reference: Janitorial supplies.) Invoice: 63164 (Reference: Janitorial suppli...		1,774.33	756,213.50
11/10/2022	100156	One Day Masterpieces	Invoice: 436144 (Reference: Various Property Signs.)		6,612.19	749,601.31
11/10/2022	100154	Amenity Services LLC	Invoice: 1662 (Reference: Cleaning of Clubhouse.)		3,500.00	746,101.31
11/10/2022	100155	Amenity Services LLC	Invoice: 1711 (Reference: Cleaning of Clubhouse.)		3,500.00	742,601.31
11/10/2022			Deposit	3,792.96		746,394.27
11/11/2022	ACH2111222	DUKE ENERGY	0 Solterra Blvd Lite 09/9-10/7		1,334.32	745,059.95
11/14/2022	100157	ADMIRAL OUTDOOR FURNITURE	Invoice: ACF060531 (Reference: Deposit of replacement of the Canopy Fabric.)		20,343.25	724,716.70
11/14/2022	100158	Spectrum Business	Invoice: 076832502102622 (Reference: Phone and Internet.)		743.90	723,972.80
11/14/2022	100159	Cintas	Invoice: 4136666006 (Reference: Janitorial and cleaning supplies.)		314.06	723,658.74
11/14/2022	100160	SPIES POOL, LLC	Invoice: 392455 (Reference: Pool and Lazy River R&M.) Invoice: 392491 (Reference: Pool and La...		921.95	722,736.79
11/14/2022	100161	Amenity Services LLC	Invoice: 1765 (Reference: Late fee.) Invoice: 1766 (Reference: late fee.)		715.00	722,021.79
11/15/2022	ACH4111522	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 9/9-10/7		4,493.24	717,528.55
11/15/2022	100162	Spectrum Business	Invoice: 067483201110422 (Reference: Utilities.)		277.96	717,250.59
11/15/2022	100163	BUSINESS OBSERVER	Invoice: 22-01721K (Reference: Legal Advertising Nov.)		56.88	717,193.71
11/16/2022			Deposit	1,125.00		718,318.71
11/16/2022			Deposit	35,677.69		753,996.40
11/17/2022	ACH1117222	DUKE ENERGY	5300 Solterra Blvd Ltr 9/27-10/25		158.73	753,837.67
11/17/2022	100164	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2073 (Reference: Security System Maintenance.)		16,305.49	735,532.18
11/17/2022	100165	I-Deal Refuse Savings, Inc.	Invoice: 408265 (Reference: Solid Waste Disposal.) Invoice: 408266 (Reference: Solid Waste Di...		1,451.73	734,080.45
11/17/2022	100166	KE Law Group, PLLC	Invoice: 4885 (Reference: Legal Services.)		4,450.00	729,630.45
11/17/2022	100167	SPIES POOL, LLC	Invoice: 392289 (Reference: Pool and Lazy River R&M.) Invoice: 392522 (Reference: Pool and La...		2,638.70	726,991.75
11/17/2022	100168	STANTEC CONSULTING SERVICES, INC.	Invoice: 2002926 (Reference: Professional services.)		312.00	726,679.75
11/17/2022	100169	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 63910 (Reference: Cleaning and Maintenance.)		121.28	726,558.47

**CHECK REGISTER
FY 2023**

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
11/18/2022	ACH111822	DUKE ENERGY	Utility, Sep 28-Oct 26		35.87	726,522.60
11/18/2022	ACH111822	DUKE ENERGY	5200 OAKMONT BLVD 9/28-10/26		7,363.02	719,159.58
11/18/2022	5132	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	FY 2022/2023 Special District Fee Invoice/Update Form		175.00	718,984.58
11/18/2022	ACH111822	DUKE ENERGY	Utility 08/27-09/27/22		876.79	718,107.79
11/21/2022	100170	DPFG M&C	Invoice: 404429 (Reference: District Management Services.)		4,480.00	713,627.79
11/21/2022	100171	I-Deal Refuse Savings, Inc.	Invoice: 407708 (Reference: Compactor Rental.) Invoice: 408299 (Reference: Solid Waste Dispos...		904.74	712,723.05
11/21/2022	100172	KIMLEY-HORN & ASSOCIATES, INC	Invoice: 23073916 (Reference: District Engineer OCT.)		3,174.61	709,548.44
11/21/2022			Deposit	104,487.56		814,036.00
11/22/2022	100173	Cintas	Invoice: 4137886443 (Reference: Janitorial supplies.)		314.06	813,721.94
11/22/2022	100174	ENVERA	Invoice: 00053770 (Reference: System test surge/lighting.)		145.00	813,576.94
11/22/2022	100175	I-Deal Refuse Savings, Inc.	Invoice: 408546 (Reference: Replaced Rollers.) Invoice: 408552 (Reference: Dump and Return Co...		1,412.41	812,164.53
11/23/2022	ACH2112322	DUKE ENERGY	00 Solterra Blvd LITE 10/04-11/1		1,031.44	811,133.09
11/25/2022			Deposit	141,361.17		952,494.26
11/28/2022	01ACH112822	DUKE ENERGY	5290 Solterra Blvd Irrigation 09/27-10/25		91.31	952,402.95
11/28/2022	ACH112822	FLORIDA PUBLIC UTILITIES	Service 09/21-10/20/22		241.27	952,161.68
11/29/2022	ACH1112922	DUKE ENERGY	7524 Oak Spring Lane 10/7-11/4		30.42	952,131.26
11/29/2022	ACH2112922	DUKE ENERGY	7310 Oakmoss Loop Irrigation 10/7- 11/4		30.42	952,100.84
11/29/2022	ACH3112922	DUKE ENERGY	7632 Oak Spring LN Irrigation 10/7-11/4		30.42	952,070.42
11/29/2022	ACH4112922	DUKE ENERGY	7102 Oakmoss Loop Irrigation 10/78-11/4		30.42	952,040.00
11/29/2022	ACH5112922	DUKE ENERGY	6022 Board Oak Dr Pump 10/04-11/4		30.41	952,009.59
11/29/2022	ACH112922	DUKE ENERGY	5456 Misty Oak Cir Pump 10/7-11/4		30.41	951,979.18
11/29/2022	ACH1112922	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 10/7/22 - 11/8/22		68.02	951,911.16
11/30/2022	ACH6113022	DUKE ENERGY	0 Solterra Blvd Lite 108-11/7		1,334.32	950,576.84
11/30/2022	100176	CRYSTAL SPRINGS	Invoice: 18244974 11/20/22 (Reference: Coffee, Water & Vending Services.)		41.45	950,535.39
11/30/2022	100177	SPIES POOL, LLC	Invoice: 392764 (Reference: Pool and Lazy River R&M.) Invoice: 392929 (Reference: Pool and La...		2,304.95	948,230.44
11/30/2022	100178	Amenity Services LLC	Invoice: 1796 (Reference: Carpet Cleaning of Clubhouse.)		650.00	947,580.44
11/30/2022	100179	Captain Carnival LLC	Invoice: 15398 (Reference: Entertainment DJ.)		350.00	947,230.44
11/30/2022	ACH112922	DUKE ENERGY	4000 OAKMONT BLVD 10/7/22 - 11/4/22		42.42	947,190.02
11/30/2022				309,717.09	220,094.05	847,190.02
12/01/2022	ACH120122	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 10/8-11/7		4,493.24	942,696.78
12/01/2022	100180	Cintas	Invoice: 4137206773 (Reference: Facility Cleaning Maintenance.)		314.06	942,382.72
12/01/2022	100181	I-Deal Refuse Savings, Inc.	Invoice: 408481 (Reference: Compactor Rental.)		310.00	942,082.72
12/01/2022	100182	POLK COUNTY UTILITIES	Invoice: 111822-4492 (Reference: 5200 Solterra Blvd CLUB 10/10-11/09.) Invoice: 111822-3168 (...)		10,155.64	931,927.08
12/01/2022	100183	YELLOWSTONE LANDSCAPE	Invoice: OS 420324 (Reference: Monthly Landscape Maintenance.)		16,166.00	915,761.08
12/01/2022	100184	Captain Carnival LLC	Invoice: 15400 (Reference: Entertainment DJ.)		350.00	915,411.08
12/01/2022	100185	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 63988 (Reference: Janitorial supplies.)		854.63	914,556.45
12/01/2022	100186	Food Truck Crazy, Inc.	Invoice: 125120 (Reference: Food Truck event 10/11/22.)		237.00	914,319.45
12/02/2022	100187	Cintas	Invoice: 4138791765 (Reference: Facility Maintenance Cleaning.)		314.06	914,005.39
12/02/2022	100188	GREENBERG TRAUJIG	Invoice: 1000119683 (Reference: Legal Services.)		2,432.00	911,573.39
12/02/2022	100189	I-Deal Refuse Savings, Inc.	Invoice: 408293 ()		600.06	910,973.33
12/02/2022	100190	STAPLES	Invoice: 8068406688 (Reference: Office Supplies.)		1,554.67	909,418.66
12/02/2022	ACH2120222	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 10/13-11/10		1,068.82	908,349.84
12/04/2022	ACH122022	Spectrum Business	Utilities for Lazy River Pool12/03-01/02/2023		277.96	908,071.88
12/05/2022	5133	US BANK	Trustee Fees - Series 2018 11/01/22-10/31/23		4,040.63	904,031.25
12/06/2022	100191	Power Pool Services, LLC	Invoice: 2816 (Reference: Pool Service Dec.)		2,800.00	901,231.25
12/06/2022	100192	SPIES POOL, LLC	Invoice: 393351 (Reference: Stack Flue Sensor replacement.)		384.95	900,846.30
12/06/2022	100193	Amenity Services LLC	Invoice: 1802 (Reference: Cleaning of Clubhouse and supplies.)		3,693.00	897,153.30
12/06/2022	100194	Captain Carnival LLC	Invoice: 15401 (Reference: DJ 1pm-3pm Glen.)		350.00	896,803.30
12/07/2022	ACH120722	DUKE ENERGY	000 Solterra Blvd Lite 10/18-11/15		789.16	896,014.14
12/07/2022	100195	Steadfast Environmental LLC	Invoice: SE-21733 (Reference: Routine Aquatic Maintenance.)		2,393.00	893,621.14
12/08/2022	ACH11120822	DUKE ENERGY	Lite Solterra PH2C J 10/20-11/16/22		1,314.20	892,306.94
12/08/2022	5134	POLK COUNTY PROPERTY APPRAISER	1% Admin Fee.		46,246.10	846,060.84
12/09/2022	ACH120922	Spectrum Business	Reference: Phone and Internet. 11/22-12-21-22		109.98	845,950.86
12/12/2022	ACH121222	Spectrum Business	Phone and Internet. 11-25-12-24-22		743.90	845,206.96
12/12/2022	100196	Cintas	Invoice: 41394533596 (Reference: Facility Maintenance Cleaning.)		314.06	844,892.90
12/12/2022			Deposit	513,304.81		1,358,197.71
12/13/2022	5135	Anthony R. Crawford	BOS Meeting 11/18/22		200.00	1,357,997.71
12/13/2022	5137	Connie S. Oser	BOS Meeting 11/18/22		200.00	1,357,797.71
12/13/2022	5136	Karen L. Wlenker	BOS Meeting 11/18/22		200.00	1,357,597.71
12/13/2022	100197	ENVERA	Invoice: 721950 (Reference: Alarm Monitoring services.)		2,510.87	1,355,086.84
12/13/2022	100198	I-Deal Refuse Savings, Inc.	Invoice: 501472 (Reference: Dump and return compactor.) Invoice: 501461 (Reference: Dump and ...)		2,959.33	1,352,127.51
12/13/2022	100199	STANTEC CONSULTING SERVICES, INC.	Invoice: 2014963 (Reference: 2023 FY General Consulting.)		1,672.00	1,350,455.51
12/19/2022	ACH1121922	DUKE ENERGY	Utility, 10/26-11/23/22		469.75	1,349,985.76
12/19/2022	100200	Cintas	Invoice: 4140158040 (Reference: Facility Maintenance cleaning.)		314.06	1,349,671.70
12/19/2022	100201	DPFG M&C	Invoice: 405587 (Reference: District Management Services.)		4,480.00	1,345,191.70
12/19/2022	100202	YELLOWSTONE LANDSCAPE	Invoice: OS 464606 ()		16,166.00	1,329,025.70
12/19/2022	100203	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64129 (Reference: Facility Maintenance Cleaning.)		250.28	1,328,775.42
12/20/2022	ACH122022	DUKE ENERGY	Utility 10/27-11/28/22		876.79	1,327,898.63
12/20/2022	ACH1122022	DUKE ENERGY	5300 Solterra Blvd Lite 10/26-11/23/22		145.65	1,327,752.98
12/21/2022	ACH3122122	DUKE ENERGY	7900 Oak Reflection Loop 10/27-11/28/22		35.87	1,327,717.11
12/21/2022	ACH2122122	DUKE ENERGY	5200 OAKMONT BLVD 10/27-11/28/22		8,896.47	1,318,820.64
12/21/2022	3ACH122122	DUKE ENERGY	5300 Solterra Blvd Irrigation 10/26 - 11/23		30.73	1,318,789.91
12/21/2022			Deposit	2,496,219.86		3,815,009.77
12/22/2022	100204	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2082 (Reference: Security System Maintenance.)		20,561.10	3,794,448.67
12/22/2022	100205	CRYSTAL SPRINGS	Invoice: 18244974 121822 (Reference: Coffee, Water & Vending Services.)		28.45	3,794,420.22
12/22/2022	100206	DIBARTOLOMEO, McBEE, HARTLEY & BARNES PA	Invoice: 90086902 (Reference: Auditing Services.)		2,600.00	3,791,820.22
12/22/2022	100207	DPFG M&C	Invoice: 405510 (Reference: Mass Mailing and Printing.)		31.34	3,791,788.88
12/22/2022	100208	Evergreen Lifestyles Mgmt	Invoice: SRCCD0822C (Reference: Amenity Management.)		32,361.98	3,759,426.90
12/22/2022	100209	I-Deal Refuse Savings, Inc.	Invoice: 429011 (Reference: Solid Waste Disposal.) Invoice: 429020 (Reference: Solid Waste Di...		1,783.35	3,757,643.55
12/22/2022	100210	ONSIGHT SIGNAGE & VISUAL SOLUTION	Invoice: 001-22-327403-1 (Reference: Street Signage.) Invoice: 001-22-329032-1 (Reference: St...		3,479.95	3,754,163.60
12/22/2022	100211	SPIES POOL, LLC	Invoice: 393580 (Reference: Pool and Lazy River R&M.) Invoice: 393954 (Reference: Pool and La...		7,958.90	3,746,204.70
12/22/2022	100212	YELLOWSTONE LANDSCAPE	Invoice: OS 471670 (Reference: Landscape Maintenance Mulch Replacement.) Invoice: OS 471671 (...)		56,569.69	3,689,635.01
12/22/2022	100213	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 63422 (Reference: Facility Cleaning Maintenance.)		550.07	3,689,084.94
12/23/2022			Deposit	177,515.19		3,866,600.13
12/27/2022	ACH122722	DUKE ENERGY	00 Solterra Blvd LITE 11/2-12/1		1,031.44	3,865,568.69
12/28/2022	ACH122822	FLORIDA PUBLIC UTILITIES	Service 10/20-11/18/22		5,952.19	3,859,616.50
12/28/2022	100214	Evergreen Lifestyles Mgmt	Invoice: SRCCD1122C (Reference: Pool Monitors /Lifeguards.)		26,998.92	3,832,617.58
12/28/2022	100215	POLK COUNTY UTILITIES	Invoice: 122022-8652 (Reference: Reclaimed Water Usage.) Invoice: 122022-3364 (Reference: Rec...		8,739.71	3,823,877.87
12/28/2022	100216	YELLOWSTONE LANDSCAPE	Invoice: OS 472017 (Reference: Irrigation Repairs and Maintenance.)		2,722.84	3,821,155.03
12/29/2022	ACH1122922	DUKE ENERGY	6022 Board Oak Dr Pump 11/05-12/6		30.42	3,821,124.61
12/29/2022	ACH2122922	DUKE ENERGY	7524 Oak Spring Lane 11/5-12/6		30.42	3,821,094.19
12/29/2022	ACH3122922	DUKE ENERGY	7102 Oakmoss Loop Irrigation 11/5-12/6		30.42	3,821,063.77
12/29/2022	ACH4122922	DUKE ENERGY	0 Solterra Blvd Lite 11/8-12/7		1,334.32	3,819,729.45
12/29/2022	ACH5122922	DUKE ENERGY	7310 Oakmoss Loop Irrigation 11/6- 12/6		30.42	3,819,699.03
12/29/2022	ACH6122922	DUKE ENERGY	7632 Oak Spring LN Irrigation 11/6-12/7		30.42	3,819,668.61
12/29/2022	ACH1122922	DUKE ENERGY	5456 Misty Oak Cir Pump 11/5-12/6		30.41	3,819,638.20
12/29/2022	ACH3122922	DUKE ENERGY	4000 OAKMONT BLVD 11/5/22 - 12/6/22		36.94	3,819,601.26
12/29/2022	ACH3122922	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 11/5/22 - 12/6/22		53.66	3,819,547.60
12/31/2022				3,187,039.86	314,682.28	3,819,547.60
01/02/2023	6ACH010223	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 11/08-12/7/22		4,493.24	3,815,054.36
01/03/2023	ACH1010323	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 11/11-11/21		1,068.82	3,813,985.54
01/05/2023	5138	US BANK	Trustee Fees - Series 2013 (10/01/22- 09/30/23)		4,148.38	3,809,837.16
01/06/2023	ACH010623	DUKE ENERGY	000 Solterra Blvd Lite 11/16-12/15		789.16	3,809,048.00
01/06/2023	100217	Cintas	Invoice: 41408571634 (Reference: Facility Maintenance Cleaning.) Invoice: 4144463268 (Referen...		942.18	3,808,105.82
01/06/2023	100218	I-Deal Refuse Savings, Inc.	Invoice: 429040 (Reference: Solid Waste Disposal.) Invoice: 429046 (Reference: Solid Waste Di...		2,129.93	3,805,975.89
01/06/2023	100219	Power Pool Services, LLC	Invoice: 2833 (Reference: Pool Service for Dec.) Invoice: 2867 (Reference: Pool Service Jan.)		3,224.50	3,802,751.39
01/06/2023	100220	SPIES POOL, LLC	Invoice: 394556 (Reference: Pool and Lazy River R&M.) Invoice: 394615 (Reference: Pool and La...		3,282.40	3,799,468.99
01/06/2023	100221	Steadfast Environmental LLC	Invoice: SE-21844 (Reference: Routine Aquatic Maintenance.)		2,393.00	3,797,075.99
01/06/2023	100222	Amenity Services LLC	Invoice: 1836 (Reference: Facility Maintenance Cleaning.)		3,886.00	3,793,189.99
01/06/2023	100223	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64267 (Reference: Facility Cleaning Maintenance.)		520.44	3,792,669.55
01/08/2023	ACH010823	Spectrum Business	Reference: Phone and Internet. 12/22-01-21-23		109.98	3,792,559.57
01/09/2023	ACH010923	DUKE ENERGY	Lite Solterra PH2C J 11/20-12/16/22		1,314.20	3,791,245.37
01/09/2023	5139	Bank United c/o Cardmember Services			4,919.66	3,786,325.71
01/09/2023	100224	4th Element Fire & Safety, Inc.	Invoice: 010323- (Reference: Misc-Contingency-Field.)		230.59	3,786,095.12
01/09/2023	1					

**CHECK REGISTER
FY 2023**

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
01/11/2023	ACH011123	Spectrum Business	Phone and Internet. 12-25-01-24-23		784.50	3,765,325.82
01/13/2023			Deposit	3,600.00		3,768,925.82
01/13/2023	100226	Cintas	Invoice: 4142937829 (Reference: Facility Cleaning Maintenance.)		314.06	3,768,611.76
01/13/2023	100227	ENVERA	Invoice: INV00005980 (Reference: Sec- Gate Maintenance & Repair.)		1,941.00	3,766,670.76
01/13/2023	100228	I-Deal Refuse Savings, Inc.	Invoice: 4293807 (Reference: Solid Waste Disposal.) Invoice: 4293808 (Reference: Solid Waste Di...		3,579.48	3,763,091.28
01/13/2023	100229	King Jackson Music LLC	Invoice: SR1230022 (Reference: Social Activity and Movie License.)		500.00	3,762,591.28
01/13/2023			Deposit	206,083.22		3,968,674.50
01/17/2023	100230	SPIES POOL, LLC	Invoice: 394884 (Reference: Pool and Lazy River R&M.) Invoice: 394965 (Reference: Pool and La...		2,070.90	3,966,603.60
01/18/2023	100231	CRYSTAL SPRINGS	Invoice: 18244974 011523 (Reference: Coffe, Water & Vending Services.)		4.45	3,966,599.15
01/18/2023	5ACH011823	DUKE ENERGY	Utility. 11/24-12/27/22		469.75	3,966,129.40
01/19/2023	100232	Cintas	Invoice: 4143637900 (Reference: Facility Cleaning Maintenance.)		314.06	3,965,815.34
01/19/2023	100233	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2096 (Reference: Security System Maintenance.)		19,001.14	3,946,814.20
01/19/2023	100234	Evergreen Lifestyles Mgmt	Invoice: SRCDD1022C-R (Reference: Pool Monitors /Lifeguards.) Invoice: SRCDD1222C (Reference...		70,000.64	3,876,813.56
01/19/2023	100235	KIMLEY-HORN & ASSOCIATES, INC	Invoice: 23727482 (Reference: Capital Improvements.)		2,366.58	3,874,446.98
01/19/2023	100236	YELLOWSTONE LANDSCAPE	Invoice: OS 473886 (Reference: Monthly Landscape Maintenance JAN.)		16,166.00	3,858,280.98
01/19/2023	100237	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64178 (Reference: Facility Cleaning Maintenance.) Invoice: 63224 (Reference: 8/24/22...		436.75	3,857,844.23
01/19/2023	100238	Food Truck Crazy, Inc.	Invoice: 125121 (Reference: Lifestyle Management Food Truck.)		269.00	3,857,575.23
01/19/2023	3ACH011923	DUKE ENERGY	5300 Solterra Blvd Lft 11/24-12/27/22		179.48	3,857,395.75
01/19/2023	4ACH011923	DUKE ENERGY	5290 Solterra Blvd Irrigation 11/24 - 12/27/22		30.44	3,857,365.31
01/20/2023	ACH1012023	DUKE ENERGY	7900 Oak Reflection Loop 11/29-12/28/22		35.86	3,857,329.45
01/20/2023	ACH2012023	DUKE ENERGY	Utility 11/29-12/28/22		876.79	3,856,452.66
01/20/2023	ACH0112023	Spectrum Business	5200 Solterra Blvd AHMS 01/03/23-02/02/23		277.96	3,856,174.70
01/20/2023	100239	DPFG M&C	Invoice: 406424 (Reference: Website Set up & Administration.) Invoice: 406495 (Reference: Dis...		4,510.00	3,851,664.70
01/20/2023	100240	SPIES POOL, LLC	Invoice: 386001 (Reference: Pool and Lazy River R&M for 06/14/22.) Invoice: 391116 (Reference...		2,411.80	3,849,252.90
01/20/2023	2ACH012023	DUKE ENERGY	5200 OAKMONT BLVD 11/29-12/28/22		7,817.99	3,841,434.91
01/25/2023	1ACH012523	DUKE ENERGY	00 Solterra Blvd LITE 1/22-1/3/23		1,043.16	3,840,391.75
01/27/2023	100241	I-Deal Refuse Savings, Inc.	Invoice: 529962 (Reference: Solid Waste Disposal.) Invoice: 529968 (Reference: Solid Waste Di...		1,297.17	3,839,094.58
01/27/2023	100242	SPIES POOL, LLC	Invoice: 395622 (Reference: Pool & Lazy River R&M.) Invoice: 395620 (Reference: Pool & Lazy R...		1,324.50	3,837,770.08
01/27/2023	100243	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64410 (Reference: Facility Maintenance Cleaning.)		404.56	3,837,365.52
01/30/2023	100244	I-Deal Refuse Savings, Inc.	Invoice: 529982 (Reference: Solid Waste Disposal.) Invoice: 529980 (Reference: Solid Waste Di...		1,099.52	3,836,266.00
01/30/2023	100245	POLK COUNTY UTILITIES	Invoice: 011923-3168 (Reference: Reclaimed Water.) Invoice: 011923-4492 (Reference: Reclaim...		11,503.05	3,824,762.95
01/31/2023				209,683.22	204,467.87	3,824,762.95
02/01/2023	100246	I-Deal Refuse Savings, Inc.	Invoice: 529301 (Reference: Solid Waste Disposal.)		300.00	3,824,462.95
02/01/2023	20123ACH1	DUKE ENERGY	7102 Oakmoss Loop Irrigation 12/7 - 1/06		30.42	3,824,432.53
02/01/2023	20123ACH2	DUKE ENERGY	4000 OAKMONT BLVD 12/07 - 1/06		65.31	3,824,367.22
02/01/2023	20123ACH3	DUKE ENERGY	6022 Board Oak Dr Pump 12/07 - 1/06		30.41	3,824,336.81
02/01/2023	20123ACH4	DUKE ENERGY	0 Solterra Blvd Lite 12/8 - 1/9		1,349.49	3,822,987.32
02/01/2023	20123ACH5	DUKE ENERGY	5456 Misty Oak Cir Pump 12/7 - 1/6		30.42	3,822,956.90
02/01/2023	20123ACH6	DUKE ENERGY	7310 Oakmoss Loop Irrigation 12/7 - 1/6		30.42	3,822,926.48
02/01/2023	20123ACH7	DUKE ENERGY	7524 Oak Spring Lane 12/7 - 1/06		30.42	3,822,896.06
02/01/2023	20123ACH8	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 12/7 - 1/06		69.28	3,822,826.78
02/01/2023	20123ACH9	DUKE ENERGY	7632 Oak Spring LN Irrigation 12/7 - 1/06		30.43	3,822,796.35
02/03/2023	20323ACH1	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 12/8 - 1/09		4,613.29	3,818,183.06
02/03/2023	01ACH020323	TARGET	Miscellaneous- NEED BACK UP		69.81	3,818,113.25
02/06/2023	20623ACH1	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 12/13 - 1/12		1,101.46	3,817,011.79
02/07/2023	2/7/23	FLORIDA DEPT OF REVENUE	October 2022 Sales Tax Filing		252.00	3,816,759.79
02/07/2023	2/7/23	FLORIDA DEPT OF REVENUE	November 2022 Sales Tax Filing		78.75	3,816,681.04
02/07/2023	2/7/23	FLORIDA DEPT OF REVENUE	January 2023 Sales Tax Filing		252.00	3,816,429.04
02/08/2023	ACH020823	Spectrum Business	1/22/23 - 2/21/23 - 4000 Oaktree Drive CBHS W/ff		109.98	3,816,319.06
02/08/2023	5140	US BANK	Trustee Fees - Series 2014 (01/01/23-12/31/23)		4,148.38	3,812,170.68
02/08/2023	5141	Anthony R. Crawford	BOS Meeting 2/3/23		200.00	3,811,970.68
02/08/2023	5142	Ariane Casanova	BOS Meeting 2/3/23		200.00	3,811,770.68
02/08/2023	5143	Connie S. Osner	BOS Meeting 2/3/23		200.00	3,811,570.68
02/08/2023	5144	Karan L. Wienker	BOS Meeting 2/3/23		200.00	3,811,370.68
02/08/2023	100247	Captain Carnival LLC	Invoice: 153079 (Reference: Clubhouse and Lifestyle Supplies.)		350.00	3,811,020.68
02/08/2023	01ACH020823	Hobby-Lobby	NEED BACK UP		108.61	3,810,911.87
02/09/2023	ACH020923	DUKE ENERGY	Lite Solterra PHQC J 12/17-01/18/23		1,348.50	3,809,563.37
02/09/2023	100248	I-Deal Refuse Savings, Inc.	Invoice: 530015 (Reference: Solid Waste Disposal.)		546.71	3,809,016.66
02/09/2023	20923ACH1	DUKE ENERGY	000 Solterra Blvd Lite 12/16 - 1/17		798.11	3,808,218.55
02/09/2023	01ACH020923	VestaPrint	NEED BACK UP		517.49	3,807,701.06
02/09/2023	02ACH020923	Lowes	NEED BACK UP		153.65	3,807,547.41
02/10/2023	01ACH021023	Amazon.com	NEED BACK UP		41.88	3,807,505.53
02/10/2023	02ACH021023	Amazon.com	NEED BACK UP		33.60	3,807,471.93
02/10/2023	03ACH021023	Amazon.com	NEED BACK UP		41.66	3,807,430.27
02/11/2023	2ACH021123	Spectrum Business	Phone and Internet. 01-25-02-24-23 5200 Solterra Blvd		784.55	3,806,645.72
02/13/2023	01ACH021323	Hobby-Lobby	NEED BACK UP		97.71	3,806,548.01
02/13/2023	02ACH021323	Michaels Arts & Crafts	Miscellaneous- NEED BACK UP		43.83	3,806,504.18
02/13/2023	03ACH021323	TARGET	Miscellaneous- NEED BACK UP		104.38	3,806,399.80
02/15/2023	100249	BUSINESS OBSERVER	Invoice: 23-00178K (Reference: Legal Advertising.)		74.38	3,806,325.42
02/16/2023	100250	SPIES POOL, LLC	Invoice: 396200 (Reference: Pool and Lazy River R&M.)		450.00	3,805,875.42
02/16/2023			Deposit	180,507.99		3,986,383.41
02/17/2023	ACH021723	DUKE ENERGY	Utility 12/29-1/26/23		899.66	3,985,483.75
02/17/2023	ACH021723	FLORIDA PUBLIC UTILITIES	Service 12/22-1/22/23		3,357.19	3,982,126.56
02/17/2023	100251	BUSINESS OBSERVER	Invoice: 22-01548K (Reference: Legal Advertising.) Invoice: 22-01557K (Reference: Legal Adver...		260.31	3,981,866.25
02/17/2023	100252	I-Deal Refuse Savings, Inc.	Invoice: 530287 (Reference: Solid Waste Disposal.) Invoice: 530284 (Reference: Solid Waste Di...		1,258.33	3,980,607.92
02/17/2023	100253	YELLOWSTONE LANDSCAPE	Invoice: OS 484880 (Reference: Monthly Landscape Maintenance.)		16,166.00	3,964,441.92
02/17/2023	100254	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64665 (Reference: Facility Maintenance Cleaning.)		321.35	3,964,120.57
02/17/2023	21723ACH1	DUKE ENERGY	00000 Oakmont Blvd Lite Solterra Ph 2A-2 SL Utility. 12/28 - 1/25		481.83	3,963,638.74
02/20/2023	1ACH022023	Spectrum Business	5200 Solterra Blvd AHMS 02/03/23-03/02/23		277.96	3,963,360.78
02/20/2023	1ACH022023	DUKE ENERGY	5300 Solterra Blvd Lft 12/28-1/25/23		297.69	3,963,063.09
02/20/2023	2ACH022023	DUKE ENERGY	7900 Oak Reflection Loop 12/29-1/26/22		35.86	3,963,027.23
02/20/2023	3ACH022023	DUKE ENERGY	5200 OAKMONT BLVD 12/29-1/26/23		8,854.11	3,954,173.12
02/21/2023	100255	DPFG M&C	Invoice: 407508 (Reference: Website Services.) Invoice: 407599 (Reference: Field Operation Se...		4,510.00	3,949,663.12
02/21/2023	100256	LLS TAX SOLUTIONS, INC	Invoice: 002834 (Reference: Arbitrage Services.)		650.00	3,949,013.12
02/21/2023	100257	Pro-Tech Air Conditioning & Plumbing Svc.	Invoice: 134981428 (Reference: Maintenance and Repair.)		674.56	3,948,338.56
02/21/2023	100258	SPIES POOL, LLC	Invoice: 395923 (Reference: Pool and Lazy River R&M.) Invoice: 395855 (Reference: Pool and La...		2,296.95	3,946,041.61
02/21/2023	100259	Amenity Services LLC	Invoice: 1865 (Reference: Facility Maintenance Cleaning.) Invoice: 1866 (Reference: Facility ...		2,500.00	3,943,541.61
02/21/2023	100260	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64520 (Reference: Facility Cleaning Maintenance.) Invoice: 64588 (Reference: Facilit...		1,023.35	3,942,518.26
02/21/2023	2123ACH1	DUKE ENERGY	5290 Solterra Blvd Irrigation 12/28 - 1/25		30.44	3,942,487.82
02/22/2023	100261	EXERCISE SYSTEMS, INC.	Invoice: 25441 (Reference: quarterly preventive maintenance.)		295.00	3,942,192.82
02/22/2023	100262	I-Deal Refuse Savings, Inc.	Invoice: 530010 (Reference: Solid Waste Disposal.)		576.35	3,941,616.47
02/22/2023	100263	Power Pool Services, LLC	Invoice: 2013 (Reference: Pool Service Feb.)		2,800.00	3,938,816.47
02/22/2023	100264	Steadfast Environmental LLC	Invoice: SE-21947 (Reference: Pond and Wetland Maintenance.)		2,393.00	3,936,423.47
02/22/2023	100265	Amenity Services LLC	Invoice: 1860 (Reference: Facility Cleaning Maintenance.)		3,886.00	3,932,537.47
02/24/2023	100266	I-Deal Refuse Savings, Inc.	Invoice: 532999 (Reference: Solid Waste Disposal.) Invoice: 532997 (Reference: Solid Waste Di...		1,169.94	3,931,367.53
02/24/2023	100267	SPIES POOL, LLC	Invoice: 396650 (Reference: Pool and Lazy River R&M.)		1,375.00	3,929,992.53
02/27/2023	5151	Anthony R. Crawford	BOS Meeting 2/23/23		200.00	3,929,792.53
02/27/2023	5152	Ariane Casanova	BOS Meeting 2/23/23		200.00	3,929,592.53
02/27/2023	5153	Connie S. Osner	BOS Meeting 2/23/23		200.00	3,929,392.53
02/27/2023	5154	Karan L. Wienker	BOS Meeting 2/23/23		200.00	3,929,192.53
02/27/2023	22723ACH1	DUKE ENERGY	00 Solterra Blvd LITE 1/04 - 2/01		1,043.16	3,928,152.37
02/28/2023				180,507.99	77,118.87	3,928,152.37
03/01/2023	100268	I-Deal Refuse Savings, Inc.	Invoice: 530208 (Reference: Solid Waste Disposal.)		300.00	3,927,852.37
03/01/2023	01ACH030123	DUKE ENERGY	7102 Oakmoss Loop Irrigation 01/07-02/06		30.42	3,927,821.95
03/01/2023	02ACH030123	DUKE ENERGY	4000 OAKMONT BLVD 01/07-02/06		65.31	3,927,756.64
03/01/2023	03ACH030123	DUKE ENERGY	6022 Board Oak Dr Pump01/07-02/06		30.42	3,927,726.22
03/01/2023	04ACH030123	DUKE ENERGY	0 Solterra Blvd Lite 01/10-02/07		1,349.49	3,926,376.73
03/01/2023	05ACH030123	DUKE ENERGY	5456 Misty Oak Cir Pump 01/07-02/06		30.42	3,926,346.31
03/01/2023	06ACH030123	DUKE ENERGY	7310 Oakmoss Loop Irrigation 01/07-02/06		30.42	3,926,315.89
03/01/2023	07ACH030123	DUKE ENERGY	7524 Oak Spring Lane 12/7 - 1/06		30.42	3,926,285.47
03/01/2023	08ACH030123	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 01/07-02/06		72.79	3,926,212.68
03/01/2023	09ACH030123	DUKE ENERGY	7632 Oak Spring LN Irrigation 01/07-02/06		30.42	3,926,182.26
03/03/2023	100269	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2106 (Reference: site manager and security main gate officer plus gate supplies.)		20,003.16	3,906,179.10
03/03/2023	100270	Power Pool Services, LLC	Invoice: 2957 (Reference: March pool Monthly service.)		2,800.00	3,903,379.10

**CHECK REGISTER
FY 2023**

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
03/03/2023	01ACH030323	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 01/10-02/07		4,613.29	3,896,210.17
03/06/2023	01ACH030623	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 01/13-02/10		1,101.46	3,895,108.71
03/09/2023	100273	Amenity Services LLC	Invoice: 1884 (Reference: Facility Maintenance Cleaning.) Invoice: 1885 (Reference: Facility ...	2,763.00	6,193.00	3,891,871.71
03/09/2023	100274	Captain Carnival LLC	Invoice: 15880 (Reference: Entertainment DJ Clubhouse and lifestyle supplies.)		350.00	3,891,521.71
03/09/2023	01ACH030923	DUKE ENERGY	000 Solterra Blvd Lite 01/19-02/15		798.11	3,890,733.60
03/10/2023	ACH031023	DUKE ENERGY	Lite Solterra PH2C J 1/19-02/16/23		1,348.50	3,889,385.10
03/10/2023		Vilatel		970.50		3,890,355.60
03/10/2023	031023ACH1	Spectrum Business	2/2/23 - 3/21/23 - 4000 Oaktree Drive CBHS Wifi		109.98	3,890,042.62
03/11/2023	ACH031123	Spectrum Business	Phone and Internet. 02-25-03-24-23 5200 Solterra Blvd		1,144.39	3,888,898.23
03/14/2023	100275	BUSINESS OBSERVER	Invoice: 23-00348K (Reference: Legal Advertising- notice of board of supervisors.)		89.69	3,888,808.54
03/14/2023	100276	Cintas	Invoice: 4149033862 (Reference: cleaning and janitorial supplies.)		435.20	3,888,373.34
03/14/2023	100277	Evergreen Lifestyles Mgmt	Invoice: SRCCDD0123C (Reference: Monthly Mgt fee.)		25,821.76	3,862,551.58
03/14/2023	100278	I-Deal Refuse Savings, Inc.	Invoice: 533097 (Reference: Dump and return compactor.) Invoice: 533096 (Reference: Dump and ...		1,138.67	3,861,412.91
03/14/2023	100279	POLK COUNTY UTILITIES	Invoice: 022023-6054 (Reference: 7880 Reuse oak reflection loop 1/10-2/09.) Invoice: 022023-3...		13,096.82	3,848,316.09
03/14/2023	100280	SPIES POOL, LLC	Invoice: 396373 (Reference: chemical controller.) Invoice: 397332 (Reference: Pool Maintenan...		1,675.00	3,846,641.09
03/14/2023	100281	Captain Carnival LLC	Invoice: 16076 (Reference: Event Entertainment.)		1,325.00	3,845,316.09
03/14/2023	100282	METFITNESS LLC	Invoice: INV-4272 (Reference: Weekly group fitness class.)		360.00	3,844,956.09
03/14/2023	100283	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64749 (Reference: janitorial supplies.) Invoice: 64847 (Reference: cleaning and jani...		1,126.90	3,843,829.19
03/14/2023	100284	Cintas	Invoice: 4148318414 (Reference: Facility Maintenance Cleaning.)		452.04	3,843,377.15
03/14/2023	100285	I-Deal Refuse Savings, Inc.	Invoice: 533067 (Reference: Solid Waste Disposal.) Invoice: 533065 (Reference: Solid Waste Di...		1,391.20	3,841,985.95
03/15/2023	031523ACH1	FLORIDA PUBLIC UTILITIES	Service 1/23/23-2/20/23		7,437.55	3,834,548.40
03/16/2023	100286	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64869 (Reference: Facility Cleaning Maintenance.)		151.85	3,834,396.55
03/16/2023	316/23	Credit Card Misc.	Misc Transaction from Credit Card Statement		795.83	3,833,600.72
03/17/2023	100287	I-Deal Refuse Savings, Inc.	Invoice: 533353 (Reference: Dump and return compactor.) Invoice: 533361 (Reference: Dump and ...		919.22	3,832,681.50
03/17/2023	100288	SPIES POOL, LLC	Invoice: 397498 (Reference: Main pool and lazy river maintenance.) Invoice: 397411 (Reference...		2,006.90	3,830,674.60
03/17/2023	100289	Klinger Electrical Services LLC	Invoice: 23005 (Reference: Front Monument lighting.)		991.00	3,829,683.60
03/17/2023	01ACH031723	DUKE ENERGY	00000 Oakmont Blvd Lite Solterra Ph 2A-2 SL Utility. 01/26-02/23		481.83	3,829,201.77
03/17/2023			Deposit	53,829.10		3,883,030.87
03/20/2023	ACH03/20/23	DUKE ENERGY	000 Oakmont Blvd Lite Solterra Ph2B SL Utility 1/27-2/24/23		899.66	3,882,131.21
03/20/2023	ACH032023	Spectrum Business	5200 Solterra Blvd AHMS 03/03/23-04/02/23		277.96	3,881,853.25
03/20/2023	01ACH032023	DUKE ENERGY	5290 Solterra Blvd Irrigation 01/26-02/23		30.79	3,881,822.46
03/20/2023	02ACH032023	DUKE ENERGY	5300 Solterra Blvd Lift 01/26-2/23		297.15	3,881,525.31
03/21/2023	ACH032122	DUKE ENERGY	7900 Oak Reflection Loop Irrigation 1/27-2/24/23		36.30	3,881,489.01
03/21/2023	01ACH032123	DUKE ENERGY	5200 OAKMONT BLVD 01/27-02/24		8,561.21	3,872,927.80
03/22/2023	5145	US BANK	Tax Collection Distribution DS Series 2013		426,749.22	3,446,178.58
03/22/2023	5155	US BANK	Tax Collection Distribution DS Series 2014		238,794.79	3,207,383.79
03/22/2023	5156	US BANK	Tax Collection Distribution DS Series 2018		570,370.61	2,636,583.18
03/22/2023	100290	Cintas	Invoice: 4149751702 (Reference: Facility Cleaning Maintenance.)		452.04	2,636,141.14
03/22/2023	100291	Evergreen Lifestyles Mgmt	Invoice: SRCCDD0223C (Reference: Pool Monitors/LifeGuards.)		30,829.11	2,605,312.03
03/22/2023	100292	SPIES POOL, LLC	Invoice: 397821 (Reference: Pool and Lazy River R&M.)		450.00	2,604,862.03
03/22/2023	100293	Captain Carnival LLC	Invoice: 16296 (Reference: Clubhouse and Lifestyle Supplies.)		600.00	2,604,262.03
03/22/2023	100294	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64920 (Reference: Facility Cleaning Maintenance.) Invoice: 64881 (Reference: Facilit...		606.16	2,603,655.87
03/22/2023	100295	Food Truck Crazy, Inc.	Invoice: 125123 (Reference: Lifestyle Management Food Truck.)		335.00	2,603,320.87
03/23/2023	5157	POLK COUNTY UTILITIES	Various Accounts		577.85	2,602,743.02
03/23/2023	5158	POLK COUNTY UTILITIES	Various Accounts		28.56	2,602,714.46
03/23/2023	5159	POLK COUNTY UTILITIES	Various Accounts		18.70	2,602,695.76
03/23/2023	5160	POLK COUNTY UTILITIES	Various Accounts		12,559.07	2,590,136.69
03/23/2023	5161	POLK COUNTY UTILITIES	Various Accounts		77.42	2,590,059.27
03/23/2023	5162	POLK COUNTY UTILITIES	Various Accounts		2,038.22	2,588,021.05
03/23/2023	100296	YELLOWSTONE LANDSCAPE	Invoice: OS 502091 (Reference: Quarterly date palm.) Invoice: OS 497013 (Reference: Monthly L...		16,953.69	2,571,070.36
03/24/2023	02ACH032423	DUKE ENERGY	00 Solterra Blvd LITE 02/02-03/02		1,043.03	2,570,027.33
03/25/2023	ACH041123	Spectrum Business	Phone and Internet. 03-25-04-24-23 5200 Solterra Blvd		1,045.39	2,568,981.94
03/29/2023	100297	I-Deal Refuse Savings, Inc.	Invoice: 533491 (Reference: Solid Waste Disposal.) Invoice: 533488 (Reference: Solid Waste Di...		1,126.28	2,567,855.66
03/29/2023	100298	JOE O TEODER, TAX COLLECTOR	Invoice: 010223 (Reference: City Assessment Collection Fee.)		687.86	2,567,167.80
03/29/2023	100299	SPIES POOL, LLC	Invoice: 398068 (Reference: Pool and Lazy River R&M.)		1,250.00	2,565,917.80
03/29/2023	100300	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 64934 (Reference: Facility Maintenance Cleaning.)		589.07	2,565,328.73
03/29/2023			Deposit	6,612.19		2,571,960.92
03/30/2023	100301	Cintas	Invoice: 4150445665 (Reference: Facility Cleaning Maintenance.)		435.20	2,571,525.72
03/30/2023	100302	DFPG M&C	Invoice: 408446 (Reference: District Management Services.) Invoice: 408381 (Reference: Superv...		4,510.00	2,567,015.72
03/30/2023	100303	EXERCISE SYSTEMS, INC.	Invoice: 051347 (Reference: Facility Cleaning Maintenance.) Invoice: 051438 (Reference: Athle...		1,213.00	2,565,802.72
03/30/2023	100304	SPIES POOL, LLC	Invoice: 397006 (Reference: Pool and Lazy River R&M.)		1,605.60	2,564,197.12
03/30/2023	01ACH033023	DUKE ENERGY	7102 Oakmoss Loop Irrigation 02/07-03/07		30.79	2,564,166.33
03/30/2023	02ACH033023	DUKE ENERGY	4000 OAKMONT BLVD 02/07-03/07		49.09	2,564,117.24
03/30/2023	03ACH033023	DUKE ENERGY	6022 Board Oak Dr Pump 02/07-03/07		30.79	2,564,086.45
03/30/2023	04ACH033023	DUKE ENERGY	0 Solterra Blvd Lite 02/08-03/08		1,349.31	2,562,737.14
03/30/2023	05ACH033023	DUKE ENERGY	5456 Misty Oak Cir Pump 02/07-03/07		30.79	2,562,706.35
03/30/2023	07ACH033023	DUKE ENERGY	7310 Oakmoss Loop Irrigation 02/07-03/07		30.79	2,562,675.56
03/30/2023	08ACH033023	DUKE ENERGY	7524 Oak Spring Lane 2/7-3/7		30.79	2,562,644.77
03/30/2023	09ACH033023	DUKE ENERGY	4000 OAKMONT BLVD GATHESE 02/07-03/07		56.06	2,562,588.71
03/30/2023	10ACH033023	DUKE ENERGY	7632 Oak Spring LN Irrigation 02/07-03/07		30.79	2,562,557.92
03/31/2023				64,174.79	1,429,769.24	2,562,557.92
04/03/2023	ACH040323	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree Tr 2/8 - 3/08		4,611.93	2,557,945.99
04/03/2023	5163	POLK COUNTY WATER RESOURCE ENFORCEMENT	Water Violation (02/27/2023)		500.00	2,557,445.99
04/03/2023	100306	I-Deal Refuse Savings, Inc.	Invoice: 533270 (Reference: Solid Waste Disposal.)		300.00	2,557,145.99
04/03/2023	100307	KIMLEY-HORN & ASSOCIATES, INC	Invoice: 23376788 (Reference: Capital Improvements.) Invoice: 24003793 (Reference: Capital Im...		3,883.59	2,553,262.40
04/04/2023	5164	CLERK OF COURT	False security alarm 3/23/23		508.00	2,552,754.40
04/04/2023	ACH040423	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 02/11-03/13		1,101.09	2,551,653.31
04/05/2023	100308	I-Deal Refuse Savings, Inc.	Invoice: 533654 (Reference: Dump and return compactor.) Invoice: 533633 (Reference: Dump and ...		1,177.12	2,550,476.19
04/05/2023	100309	Power Pool Services, LLC	Invoice: 2994 (Reference: Pool service Apr.)		2,800.00	2,547,676.19
04/05/2023	100310	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 65027 (Reference: restroom supplies.)		268.75	2,547,407.44
04/05/2023	100311	BUSINESS OBSERVER	Invoice: 23-00457K (Reference: Legal Advertising.)		74.38	2,547,333.06
04/05/2023	100312	Cintas	Invoice: 4151155238 (Reference: Facility Maintenance Cleaning.)		452.04	2,546,881.02
04/05/2023	100313	SPIES POOL, LLC	Invoice: 398287 (Reference: Pool and Lazy River R&M.) Invoice: 398138 (Reference: Pool and La...		2,189.90	2,544,701.12
04/05/2023	100314	Steadfast Environmental LLC	Invoice: SE-22185 (Reference: Pond and Wetland Maintenance.)		2,393.00	2,542,307.12
04/06/2023	100315	SPIES POOL, LLC	Invoice: 398704 (Reference: Pool and Lazy River R&M.)		492.00	2,541,815.12
04/06/2023	100316	Captain Carnival LLC	Invoice: 16387 (Reference: Clubhouse and Lifestyle Supplies.)		250.00	2,541,565.12
04/08/2023	ACH040823	Spectrum Business	3/22/23 - 4/21/23 - 4000 Oaktree Drive CBHS Wifi		109.98	2,541,455.14
04/10/2023	ACH041023	DUKE ENERGY	000 Solterra Blvd Lite Solterra PH2C J 2/17-03/17/23		1,348.08	2,540,107.06
04/10/2023	2ACH041023	DUKE ENERGY	000 Solterra Blvd Lite 02/16-03/16		798.01	2,539,309.05
04/11/2023			Deposit	163,406.91		2,702,715.96
04/14/2023	5165	CLERK OF COURT	False security alarm 4/3/23		508.00	2,702,207.96
04/14/2023	ACH041423	FLORIDA PUBLIC UTILITIES	Service 2/20/23-3/21/23		4,683.42	2,697,524.54
04/16/2023	01ACH041623	Amazon.com	NEED BACK UP		34.20	2,697,490.34
04/16/2023	02ACH041623	Mailchimp	Mailchimp- Need back up		26.50	2,697,463.84
04/16/2023	03ACH041623	TARGET	Miscellaneous- NEED BACK UP		21.39	2,697,442.45
04/18/2023	ACH041823	DUKE ENERGY	00000 Oakmont Blvd Lite Solterra Ph 2A-2 SL Utility. 02/24-03/27		481.69	2,696,960.76
04/19/2023	1ACH041923	DUKE ENERGY	000 Oakmont Blvd Lite Solterra Ph2B SL Utility 2/25-3/28/23		899.37	2,696,061.39
04/19/2023	ACH041923	DUKE ENERGY	5290 Solterra Blvd Irrigation 02/24-03/27/23		30.79	2,696,030.60
04/19/2023	1ACH041923	DUKE ENERGY	5300 Solterra Blvd Lift 02/26-3/27/23		253.08	2,695,777.52
04/20/2023	2ACH042023	DUKE ENERGY	7900 Oak Reflection Loop Irrigation 2/25-3/28/23		36.30	2,695,741.22
04/20/2023	ACH042023	Spectrum Business	5200 Solterra Blvd AHMS 04/03/23-05/02/23		277.96	2,695,463.26
04/20/2023	3ACH042023	DUKE ENERGY	5200 OAKMONT BLVD 02/25-03/28		9,508.83	2,685,954.43
04/24/2023	5166	KILINSKI VAN WYK, PLLC	Legal Services.		20,534.01	2,665,420.42
04/24/2023	5167	Anthony R. Crawford	BOS Meeting 4/7/23		200.00	2,665,220.42
04/24/2023	5168	Ariane Cassanova	BOS Meeting 4/7/23		200.00	2,665,020.42
04/24/2023	5169	Connie S. Oser	BOS Meeting 4/7/23		200.00	2,664,820.42
04/24/2023	5170	Karan L. Wlenker	BOS Meeting 4/7/23		200.00	2,664,620.42
04/24/2023	5171	Alexander Alcalde	Security Patrol 3/12/23 4 hrs.		180.00	2,664,440.42
04/24/2023	5172	Austin Theodorson	Security Patrol 3/10/23 4 hrs.		180.00	2,664,260.42
04/24/2023	5173	Brian Turner	Security Patrol 3/10/23 4 hrs.		180.00	2,664,080.42
04/24/2023	5174	Miguel Hurtado	Security Patrol 3/11/23 4 hrs.		180.00	2,663,900.42
04/24/2023	5175	POLK COUNTY SHERIFF'S OFFICE	Admin/Vehicle Fee Patrol		96.00	2,663,804.42
04/24/2023	5176	Robert Rivera Jr.	Security Patrol 3/11/23 4 hrs.		180.00	2,663,624.42
04/24/2023	5177	Zachary Eason	Security Patrol 3/12/23 4 hrs.		180.00	2,663,444.42
04/25/2023	ACH042523	DUKE ENERGY	00 Solterra Blvd LITE 03/03-04/01/23		1,047.14	2,662,397.28

**CHECK REGISTER
FY 2023**

DATE	CK NO.	PAYEE	DESCRIPTION	DEPOSIT	DISBURSMT	BALANCE
04/26/2023	100317	I-Deal Refuse Savings, Inc.	Invoice: 533669 (Reference: Solid Waste Disposal.) Invoice: 533687 (Reference: Solid Waste Dis...		1,044.45	2,661,352.83
04/26/2023	100318	METFITNESS LLC	Invoice: INV-4303 (Reference: Athletic Facilities Fitness)		480.00	2,660,872.83
04/30/2023				163,406.91	65,092.00	2,660,872.83
05/01/2023	100319	ADMIRAL OUTDOOR FURNITURE	Invoice: 147371 (Reference: CANOPY TOPS & CUSTOM DRAPERY SHADES. Check Stub Notes: Final Payment...		20,343.24	2,640,529.59
05/01/2023	100320	Cintas	Invoice: 4151686855 (Reference: Facility Maintenance Cleaning.) Invoice: 4152563009 (Referenc...		1,322.44	2,639,207.15
05/01/2023	100321	COMMUNITY WATCH SOLUTIONS, LLC	Invoice: 2116 (Reference: Security Services.)		11,200.71	2,628,006.44
05/01/2023	100322	ENVERA	Invoice: INV000062655 (Reference: Nortek Proximity Cards.) Invoice: 000606817 (Reference: Serv...		4,023.00	2,623,983.44
05/01/2023	100323	Envera Systems	Invoice: 724022 (Reference: Monitoring 3/1/23 - 3/31/23.) Invoice: 725200 (Reference: Monitor...		3,103.48	2,619,963.96
05/01/2023	100324	I-Deal Refuse Savings, Inc.	Invoice: 533718 (Reference: Dump & Return Compactor.) Invoice: 533689 (Reference: Dump & Ret...		10,424.44	2,610,810.52
05/01/2023	100325	SPIES POOL, LLC	Invoice: 398820 (Reference: Pool Chemicals.) Invoice: 398533 (Reference: Pool Chemicals.) ...		7,359.65	2,603,450.87
05/01/2023	100326	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 65102 (Reference: Cleaning Supplies.) Invoice: 65149 (Reference: Cleaning Supplies. ...		1,139.36	2,602,311.51
05/01/2023	100327	KILINSKI VAN WYK, PLLC	Invoice: 6464 (Reference: General Matters.)		7,386.00	2,594,925.51
05/01/2023	100328	Klinger Electrical Services LLC	Invoice: 23040 (Reference: Power for monument.)		1,534.00	2,593,391.51
05/01/2023	100329	Brandon Dull	Invoice: 041223- (Reference: Live Music 4/15/23.)		700.00	2,592,691.51
05/02/2023	5ACH050223	DUKE ENERGY	4000 OAKMONT BLVD 03/08-04/05		49.16	2,592,642.35
05/02/2023	6ACH050223	DUKE ENERGY	6022 Board Oak Dr Pump 03/08-04/05		30.79	2,592,611.56
05/02/2023	7ACH050223	DUKE ENERGY	0 Solterra Blvd Lite 03/09-04/05		1,354.62	2,591,256.94
05/02/2023	12ACH050223	DUKE ENERGY	7310 Oakmoss Loop Irrigation 03/08-04/05		30.79	2,591,226.15
05/02/2023	13ACH050223	DUKE ENERGY	7524 Oak Spring Lane 3/8-4/5		30.79	2,591,195.36
05/02/2023	14ACH050223	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 03/08-04/05		66.00	2,591,129.36
05/02/2023	15ACH050223	DUKE ENERGY	7632 Oak Spring LN Irrigation 03/08-04/05		30.79	2,591,098.57
05/02/2023	5/2/23	DUKE ENERGY	5456 Misty Oak Cr Pump		30.79	2,591,067.78
05/02/2023	5/2/23	DUKE ENERGY	7102 Oakmoss Loop Irrigation 3/7-4/5		30.79	2,591,036.99
05/04/2023	100330	BUSINESS OBSERVER	Invoice: 23-00609K (Reference: Notice of board Meeting and budget workshop of board supervisors.)		74.38	2,590,962.61
05/04/2023	100331	Cintas	Invoice: 4153981121 (Reference: office supplies.)		452.04	2,590,510.57
05/04/2023	100332	Florida Pest Control	Invoice: 32917961 (Reference: Old Inv 2021101 N-SO0089 OVER 90 BALANCE.)		2,512.00	2,587,998.57
05/04/2023	100333	I-Deal Refuse Savings, Inc.	Invoice: 5540456 (Reference: Compactor rental.)		300.00	2,587,698.57
05/04/2023	100334	KIMLEY-HORN & ASSOCIATES, INC	Invoice: 24521739 (Reference: legal services.)		3,823.13	2,583,875.44
05/04/2023	100335	POLK COUNTY UTILITIES	Invoice: 042023-4492 (Reference: 5200 Solterra Blvd CLUB 3/10- 4/11/23.) Invoice: 042023-3168...		16,677.69	2,567,197.75
05/04/2023	100336	YELLOWSTONE LANDSCAPE	Invoice: OS 506443 (Reference: Monthly Landscape Maintenance- 04/23.) Invoice: OS 521746 (Ref...		29,124.14	2,538,073.61
05/04/2023	100337	STAPLES	Invoice: 8070122217 (Reference: office supplies.)		692.23	2,537,381.38
05/04/2023	100338	VESTA DISTRICT SERVICES	Invoice: 409391 (Reference: Monthly contracted management fees.) Invoice: 409284 (Reference: ...		4,510.00	2,532,871.38
05/04/2023	100339	Kalina Brochowicz Fondo	Invoice: 1 (Reference: DJ Service & Poolside Games w/ prizes 4hrs.) Invoice: 2 (Reference: DJ ...		900.00	2,531,971.38
05/04/2023	100340	Kelly Goodrich	Invoice: 203 (Reference: Pool / Patio Party 4hr.)		700.00	2,531,271.38
05/05/2023	16ACH050523	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree TR 3/9 -4/06		4,653.99	2,526,617.39
05/08/2023	1ACH050823	Spectrum Business	4/22/23 - 5/21/23 - 4000 Oaktree Drive CBHS Wifi		109.98	2,526,507.41
05/08/2023	17ACH050823	DUKE ENERGY	000 Oakmont Blvd LITE SOLTERRA PH2A-SL 03/14-04/12		1,112.63	2,525,394.78
05/10/2023	1ACH051023	DUKE ENERGY	000 Solterra Blvd Lite Solterra PH2C 3/18-04/18/23		2,524,032.73	2,522,870.05
05/10/2023	01ACH051023	FLORIDA DEPT OF HEALTH IN POLK COUNTY	Pool Permit 53-60-1514806		140.35	2,522,729.70
05/10/2023	02ACH051023	FLORIDA DEPT OF HEALTH IN POLK COUNTY	Pool Permit 53-60-1679807		280.35	2,522,449.35
05/10/2023	03ACH051023	FLORIDA DEPT OF HEALTH IN POLK COUNTY	Pool Permit 53-60-1514804		280.35	2,522,169.00
05/11/2023	ACH051123	Spectrum Business	Phone and Internet. 04-25-05-24-23 5200 Solterra Blvd		1,045.39	2,521,123.61
05/11/2023			Deposit	3,600.00		2,525,886.29
05/11/2023			Deposit	558.05		2,526,444.34
05/11/2023	18ACH051123	DUKE ENERGY	000 Solterra Blvd Lite 03/17-04/17		801.16	2,525,643.18
05/11/2023			Deposit	41,439.61		2,567,082.79
05/12/2023	5178	Accurate Electronics, Inc.	Visitor Management System with Access Control Integration		42,474.54	2,524,608.25
05/12/2023	100341	Cintas	Invoice: 4154629981 (Reference: Monthly Service.)		435.20	2,524,173.05
05/12/2023	100342	ENVERA	Invoice: 727409 (Reference: 6/1/23 - 6/30/23.)		2,510.87	2,521,662.18
05/12/2023	100343	EXERCISE SYSTEMS, INC.	Invoice: 25563 (Reference: Quarterly Maintenance.)		295.00	2,521,367.18
05/12/2023	100344	I-Deal Refuse Savings, Inc.	Invoice: 534299 (Reference: Dump & Return.) Invoice: 534396 (Reference: Dump & Return.)		1,229.99	2,520,137.19
05/12/2023	100345	Power Pool Services, LLC	Invoice: 3017 (Reference: Pool Service.)		2,800.00	2,517,337.19
05/12/2023	100346	Pro-Tech Air Conditioning & Plumbing Svc.	Invoice: 63483543 (Reference: Service Call.)		440.81	2,516,896.38
05/12/2023	100347	SPIES POOL, LLC	Invoice: 400051 (Reference: Pool Chemicals.)		1,554.50	2,515,341.88
05/12/2023	100348	Sisfield Environmental LLC	Invoice: SE-22279 (Reference: Routine Aquatic Maintenance.)		2,303.00	2,513,038.88
05/12/2023	100349	Amenity Services LLC	Invoice: 1928 (Reference: Monthly Porter.) Invoice: 1929 (Reference: Cleaning Of Clubhouse &...		6,193.00	2,506,845.88
05/12/2023	100350	METFITNESS LLC	Invoice: INV-4336 (Reference: Weekly Fitness Classes.)		540.00	2,506,305.88
05/12/2023	100351	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 65297 (Reference: Janitorial Products.)		559.74	2,505,746.14
05/15/2023	5179	CLERK OF COURT	False security alarm 5/9/23		308.00	2,505,438.14
05/16/2023	ACH051623	FLORIDA PUBLIC UTILITIES	Service 3/21/23-4/20/23		3,529.92	2,501,908.22
05/16/2023	01ACH051623	Amazon.com			1,439.98	2,500,468.24
05/16/2023	01ACH051623	Lowe's	NEED BACK UP		54.04	2,500,414.20
05/16/2023	01ACH051623	Mailchimp			91.25	2,500,322.95
05/16/2023	01ACH051623	OTC Brands	NEED BACK UP		233.17	2,499,999.78
05/16/2023	01ACH051623	STAPLES	Reference: office supplies.		657.95	2,499,341.83
05/16/2023	01ACH051623	VestaPrint	NEED BACK UP		631.76	2,498,710.07
05/18/2023	1ACH051823	DUKE ENERGY	000 Oakmont Blvd Lite Solterra Ph2B SL Utility 3/29-4/26/23		908.76	2,497,801.31
05/18/2023	8ACH051823	DUKE ENERGY	00000 Oakmont Blvd Lite Solterra Ph 2A-2 SL Utility. 03/28-04/25		485.91	2,497,315.40
05/19/2023	2ACH051923	DUKE ENERGY	7900 Oak Reflection Loop Irrigation 3/29-4/26/23		36.29	2,497,279.11
05/20/2023	ACH052023	Spectrum Business	5200 Solterra Blvd AHMS 05/03/23-06/02/23		277.96	2,497,001.15
05/22/2023	6ACH052223	DUKE ENERGY	5290 Solterra Blvd Irrigation 03/28-04/25/23		50.79	2,496,950.36
05/22/2023	10ACH052223	DUKE ENERGY	5300 Solterra Blvd Lit 03/28-4/25/23		330.86	2,496,619.50
05/22/2023	11ACH052223	DUKE ENERGY	5200 OAKMONT BLVD 03/29-04/26		8,747.01	2,487,872.49
05/22/2023	100352	I-Deal Refuse Savings, Inc.	Invoice: 534593 (Reference: Solid Waste Disposal.) Invoice: 534600 (Reference: Solid Waste Di...		1,458.19	2,486,414.30
05/22/2023	100353	KILINSKI VAN WYK, PLLC	Invoice: 6577 (Reference: Legal Services.)		10,444.25	2,475,969.05
05/23/2023	ACH052323	DUKE ENERGY	00 Solterra Blvd LITE 04/02-05/01/23		1,047.14	2,474,921.91
05/24/2023			Deposit	7,036.16		2,481,958.07
05/25/2023	100354	Cintas	Invoice: 4155342757 (Reference: Facility Cleaning Maintenance.) Invoice: 4156066577 (Referenc...		887.24	2,481,070.83
05/25/2023	100355	I-Deal Refuse Savings, Inc.	Invoice: 534876 (Reference: Solid Waste Disposal.) Invoice: 534881 (Reference: Solid Waste Di...		1,116.04	2,479,954.79
05/25/2023	100356	KIMLEY-HORN & ASSOCIATES, INC	Invoice: 24708635 (Reference: Capital Improvements.)		5,776.54	2,474,178.25
05/25/2023	100357	Pro-Tech Air Conditioning & Plumbing Svc.	Invoice: 143407264 (Reference: CH Maintenance and Repairs.)		674.56	2,473,503.69
05/25/2023	100358	SPIES POOL, LLC	Invoice: 400447 (Reference: Pool and Lazy River R&M.) Invoice: 400731 (Reference: Pool and La...		1,877.50	2,471,626.19
05/25/2023	100359	YELLOWSTONE LANDSCAPE	Invoice: OS 530339 (Reference: Landscape Maintenance-Contract.)		16,166.00	2,455,459.79
05/25/2023	100360	Amenity Services LLC	Invoice: 1905 (Reference: Monthly Porter.) Invoice: 1906 (Reference: Cleaning Of Clubhouse &...		6,193.00	2,449,279.79
05/25/2023	100361	Skyline Janitorial, Paper & Supply, Inc.	Invoice: 65385 (Reference: Facility Maintenance Cleaning.) Invoice: 65235 (Reference: Facilit...		802.13	2,448,477.66
05/25/2023	100362	Brandon Dull	Invoice: 050923- (Reference: Clubhouse and Lifestyle Supplies.)		700.00	2,447,777.66
05/25/2023	100363	VESTA DISTRICT SERVICES	Invoice: 410200 (Reference: District Management.) Invoice: 410100 (Reference: Website Set up ...		4,510.00	2,443,267.66
05/25/2023	100364	FTI Florida Training & Investigations	Invoice: 23204022 (Reference: Security Guardhouse Staffing.)		37,700.00	2,405,567.66
05/30/2023	ACH053023	DUKE ENERGY	7102 Oakmoss Loop Irrigation 04/06-05/04		30.79	2,405,536.87
05/30/2023	1ACH053023	DUKE ENERGY	5456 Misty Oak Cr Pump 04/06-05/04		30.79	2,405,506.08
05/30/2023	ACH053023	DUKE ENERGY	7632 Oak Spring LN Irrigation 04/06-05/04		30.79	2,405,475.29
05/30/2023	ACH053023	DUKE ENERGY	4000 OAKMONT BLVD GATEHSE 04/06-05/04		71.95	2,405,403.34
05/30/2023	ACH053023	DUKE ENERGY	7524 Oak Spring Lane 4/8-5/4/23		30.79	2,405,372.55
05/30/2023	ACH053023	DUKE ENERGY	7310 Oakmoss Loop Irrigation 04/06-05/04		30.79	2,405,341.76
05/30/2023	ACH053023	DUKE ENERGY	0 Solterra Blvd Lite 04/07-05/05		1,354.62	2,403,987.14
05/30/2023	ACH053023	DUKE ENERGY	6022 Board Oak Dr Pump 04/06-05/04		30.79	2,403,956.35
05/30/2023	ACH053023	DUKE ENERGY	4000 OAKMONT BLVD 04/06-05/04		48.64	2,403,907.71
05/31/2023	5180	Jonathan K Enterprises LLC	DUO Performance Clubhouse and Lifestyles May 10		750.00	2,403,157.71
05/31/2023	100365	BUSINESS OBSERVER	Invoice: 23-00751K (Reference: Legal Advertising.)		105.00	2,403,052.71
05/31/2023	100366	Cintas	Invoice: 4156804325 (Reference: Facility Cleaning Maintenance.)		452.04	2,402,600.67
05/31/2023	100367	POLK COUNTY UTILITIES	Invoice: 052223-5234 (Reference: Water Guardhouse.) Invoice: 052223-9748 (Reference: Irrigati...		13,290.47	2,389,310.20
05/31/2023	100368	Power Pool Services, LLC	Invoice: 3022 (Reference: Pool and Lazy River R&M.)		120.00	2,389,190.20
05/31/2023	100369	SPIES POOL, LLC	Invoice: 400903 (Reference: Pool and Lazy River R&M.) Invoice: 400786 (Reference: Pool and La...		2,166.40	2,387,023.80
05/31/2023	100370	YELLOWSTONE LANDSCAPE	Invoice: OS 535959 (Reference: Landscape Maintenance.)		787.69	2,386,236.11
05/31/2023	ACH053123	DUKE ENERGY	0 Oakmont Blvd Lite @ Pint tree TR 4/7 -5/05		4,653.99	2,381,582.12
05/31/2023				52,633.82	331,924.53	2,351,582.12

EXHIBIT 20



- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations
Lic # CP C043205
- Pool Heater Sales and Repair
Lic # 12152

SOLTERRA HOA
4049 OAKTREE DRIVE
DAVENPORT, FL 33837

7/25/2023

ATTN: MANAGER

PER YOUR REQUEST, THIS QUOTE IS FOR THE REPAIR OF THE **POOL** LADDER. SPIES WILL INSTALL ONE NEW LADDER STEP WITH NEW BOLTS. PRICE INCLUDES LABOR FOR THE REPAIR.

TOTAL \$325.00 PLUS TAX

NOTE: IF ANY OTHER PARTS ARE REQUIRED TO COMPLETE THE REPAIR, SPIES WILL INSTALL AND BILL AS AN EXTRA TO THE BID.

PRICE IS GOOD FOR 30 DAYS OF THE BID DATE ABOVE.

ACCEPTED AND AGREED

REGARDS,

A handwritten signature in blue ink, appearing to read "Ken Soukup", is written over a light blue circular background.

NAME: _____
TITLE: _____
DATE: _____

KEN SOUKUP
SERVICE MANAGER
SPIES POOL LLC
CP C043205

801 Sawdust Trail
Kissimmee, FL 34744



407-847-2771
Fax 407-847-8242

www.spiespool.com



- Commercial Swimming Pool Chemicals & Supplies
- Chlorine for Treatment of Drinking & Waste Water



- Parts, Repairs and Renovations
Lic # CP C043205
- Pool Heater Sales and Repair
Lic # 12152

SOLTERRA HOA
4049 OAKTREE DRIVE
DAVENPORT, FL 33837

7/14/2023

ATTN: MANAGER

THIS BID IS FOR REPAIRING THE POOL RECIRCULATION PUMP. SPIES WILL INSTALL ONE NEW 15HP EQ IMPELLER, SHAFT SEAL AND PUMP O-RING. PRICE INCLUDES ALL LABOR FOR THE REPAIR.

TOTAL \$1,445.00 PLUS TAX

PLEASE NOTE: IF ANY OTHER PARTS ARE FOUND TO BE FAULTY AND IN NEED OF REPLACEMENT TO COMPLETE THIS REPAIR, (SEAL PLATE, DIFFUSER, ETC.) THEY WILL BE REPLACED AND BILLED AS AN EXTRA TO THE ABOVE PRICE.

ACCEPTED AND AGREED:

REGARDS,

BY: Jaime Biggs
TITLE: General Manager
DATE: 7/14/23

KEN SOUKUP
SERVICE MANAGER
SPIES POOL LLC
CP C043205

801 Sawdust Trail
Kissimmee, FL 34744



407-847-2771
Fax 407-847-8242

www.spiespool.com

EXHIBIT 21



**LEASE AGREEMENT BY AND BETWEEN
SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
AND SOLTERRA RESORT HOMEOWNER'S ASSOCIATION, INC.**

THIS LEASE AGREEMENT (“Lease”) is made and entered into to be effective as of the 1st day of September, 2023, by and between:

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Polk County, Florida, and whose mailing address is c/o Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**Landlord**” or the “**District**”); and

SOLTERRA RESORT HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is c/o Evergreen Lifestyles Management, LLC, 270 West Plant Street, Suite 340, Winter Garden, Florida 34787 (“**Tenant**” or the “**HOA**”).

RECITALS

WHEREAS, the District is the owner of certain facilities, including an amenity center with offices located at the following street address: 5200 Solterra Boulevard, Davenport, Florida 33837 (“**Amenity Center**”); and

WHEREAS, Tenant is the primary community association serving the community of Solterra Resort; and

WHEREAS, in order to better facilitate and centralize onsite community management, Tenant requested to lease from Landlord office space in the Amenity Center, and the District's Board of Supervisors has agreed to lease to Tenant an office at the Amenity Center for use by the HOA's staff; and

WHEREAS, the Landlord leases to Tenant and Tenant leases from Landlord, an office in the Amenity Center, upon the following terms and conditions; and

NOW THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the parties agree as follows:

1. **SUBJECT OF AGREEMENT.** This Lease shall be for the occupancy and use of a defined portion of the Amenity Center as identified in the attached **Exhibit A** (“**Premises**”).

2. **GRANT.** The Landlord hereby leases, lets, demises and grants to Tenant the right to use and occupy the Premises. Further, the Landlord grants Tenant the right to use, on a non-exclusive basis, the Amenity Center and the Amenity Center's related parking and common areas for ingress, egress and other uses and activities contemplated hereunder.



3. **TERM.** Unless terminated pursuant to the terms of this Lease, this Lease shall begin on the date first written above and for a period of one calendar month, and shall renew automatically thereafter for one calendar month periods. The Tenant and the Landlord agree that the Tenant may occupy and possess the Premises beginning September 1, 2023 (“**Move-In Date**”).

4. **CONSIDERATION.** In consideration for the use of the Premises by the Tenant, the Tenant shall pay to the Landlord the sum of _____ Dollars and ____ Cents (\$____.____) per month, beginning with the first full month that includes the Move-In Date. The Landlord [shall / shall not] require a security deposit [in the amount of _____ Dollars and ____ Cents (\$____.____)].

5. **GENERAL CONDITIONS OF USE.** Tenant’s use of the Premises shall be for the sole purpose of Tenant maintaining an office for the management and activities of the HOA for the benefit of the District’s residents and paid users, and is subject to the following conditions:

- a. Tenant agrees that any activities conducted by the HOA shall not constitute an endorsement or recommendation by the District, or the District’s supervisors, staff, employees, representatives, or agents.
- b. The Premises shall remain the property of the District. Tenant agrees to exercise all due care with respect to any furnishings, equipment, or other property owned by the District, and shall promptly notify the District of any problems associated with any of the furnishings, equipment, or other property owned by the District. The Landlord shall have no responsibility to provide any additional furnishings, equipment, or property at the Premises.
- c. On or after the Move-In Date, the Tenant may install and use certain non-permanent office furnishings, such as a desk, office chair(s), and printer. Except as provided in the preceding sentence, Tenant shall make no further alterations to the Premises without the Landlord’s prior written consent.
- d. Tenant agrees to exercise all due care to protect the Amenity Center, Premises, and District-owned property during the term of this Lease including, but not limited to, securing the facilities upon closing each day, and notifying Landlord of any conditions which may result in damage or loss of Landlord’s property at the Amenity Center. The Landlord shall, at its own expense, maintain and repair the Amenity Center, including but not limited to the Premises, and any associated furnishings and equipment provided by the Landlord, and make all necessary repairs thereto; provided, however, that Tenant agrees to repair any damage resulting from the Tenant’s activities and work within twenty-four (24) hours. Should Tenant fail to make such a restoration, Landlord may undertake to restore the Premises and surrounding area, and Tenant shall be required to reimburse Landlord for said expenses.



- e. The Landlord agrees to provide, at its expense, the utilities within the Premises, including but not limited to electric and telecommunications. The Landlord also agrees to provide janitorial service to the Premises in conjunction with the janitorial service provided to the Amenity Center; provided, however, that Tenant agrees to use the Premises and Amenity Center in a clean, neat, and sanitary manner.
- f. Tenant shall operate the Premises in compliance with all applicable laws and ordinances and the orders, rules, regulations and requirements of all governments and entities having jurisdiction, including the District's rules and policies, as may be established and amended from time to time.
- g. Tenant shall provide notice to the District's Manager as to all accidents or claims for damage relating to or occurring within the Premises within twenty-four (24) hours or as soon as reasonably possible. The Tenant shall cooperate and make any and all reports required by any insurance company or the District in connection therewith. The Tenant shall not file any claims with the District's insurance company without the prior consent of the District.
- h. The District and HOA shall not, by virtue of this Lease, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. The District and HOA acknowledge and agree that any employees of HOA shall only be employees of HOA. In furtherance thereof, HOA shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to its operations, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to its operations.

6. **TAXES.** Tenant shall be responsible for all taxes and assessments assessed as to the Premises as a result of, or attributable to, Tenant's occupancy, including but not limited to real property taxes, ad valorem assessments, non-ad valorem assessments, special assessments, income taxes, tangible and intangible personal property taxes, and any other tax, fee or assessment levied or imposed by a governmental entity.

To avoid an adverse effect on the exclusion of interest on the District's bonds, or in order to allow the District to issue tax exempt bonds when refinancing its existing bonds, Tenant shall only use the Premises in the manner prescribed herein and in the areas set forth herein. Tenant shall obtain the consent of the District prior to any use of the Premises in a manner other than permitted herein. If, in the event Tenant requests a change in the permitted use of the Premises, the District may request, and Tenant agrees to fund, an opinion from the District's bond counsel as to any effect on the exclusion of interest on the District's bonds resulting from any proposed change in use. If, in the opinion of the District's bond counsel, any amendment to this Lease is required to maintain the exclusion of interest on the District's bonds from gross income, Tenant shall consent to and execute such amendment upon demand by the District. Both parties

acknowledge that any adverse finding by the IRS or other agency on the tax-exempt status of the District's bonds entitles Landlord to terminate this Lease immediately.

7. **CONDITION OF PREMISES.** By taking possession of the Premises on or after the Move-In Date, Tenant stipulates, represents and warrants that Tenant has examined the Premises and surrounding areas and that they are at the time of the Move-In Date, in good order, repair and in a safe, clean and tenantable condition.

8. **INSPECTION OF PREMISES.** The District, and its staff, employees, representatives and agents, shall have the right at all times during the term of this Lease, and any renewal thereof, to enter the Premises for the purpose of inspecting the Premises, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by the District for the preservation of the Amenity Center, including but not limited to the Premises. The right of entry shall likewise exist for the purpose of removing any furnishings, furniture, equipment, or trade fixtures that do not conform to this Lease or to any restrictions, rules, laws, or regulations affecting the Premises.

9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

10. **INSURANCE.**

- a. Tenant shall procure and maintain, at its sole expense, throughout the term of this Lease the following insurance:
 - i. Commercial General Liability Insurance covering the Tenant's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- b. In the event Tenant causes work to be performed on the Premises, as may be authorized under Section 5 of this Lease, Tenant shall secure Worker's Compensation Insurance in accordance with the laws of the State of Florida for all contractors, subcontractors or vendors that do not provide valid certificates of insurance or properly executed waivers.
- c. The District, its officers, staff, consultants, agents, and supervisors shall be named as additional insureds and certificate holders. The Tenant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable

insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

- d. Tenant does hereby waive any and all rights of recovery against the District and the District's supervisors, staff, employees, representatives, and agents, on account of loss or damage occasioned to Tenant or its property, or the property of others under its control, to the extent that such loss or damage is insured against under any applicable insurance policy, and provided that such loss is not due to the negligent or intentional acts of the District and the District's supervisors, staff, employees, representatives, and agents.

11. **PROHIBITION AGAINST LIENS.** Even though Tenant may have the right to alter the Premises as set forth in Section 5 of this Lease, nothing contained in this Lease creates a right in the Tenant to permit any construction or mechanic liens to encumber the Premises. The parties acknowledge that the District, as a local unit of special-purpose government, is not subject to the lien provisions of Chapter 713, Florida Statutes. That said, the District expressly prohibits the imposition or creation of any lien and nothing contained herein should be deemed to constitute consent by the District to such lien on the fee simple title to the Premises. Any lien, to the extent such lien may be imposed under Florida law and without acknowledging that such right may or may not exist, shall only apply to Tenant's leasehold interest, and not to the fee simple interest of District. In the event a lien is filed, within thirty (30) days following the imposition of any such lien, Tenant shall cause such lien to be released of record by payment. District shall have, in addition to all other remedies provided herein and by law, the right, but not obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by the District and all expenses incurred by it in connection therewith, including reasonable attorney's fees and costs, shall be payable to the District by HOA on demand.

12. **INDEMNIFICATION; LIMITATION ON LIABILITY.** Tenant agrees to indemnify, defend and hold harmless Landlord and its supervisors, officers, staff, employees, representatives, agents, and trustees, from and against any loss, damage, injury, claim, demand, cost and expense (including legal expense) or injury arising from: a) Tenant's occupation or use of the Premises and surrounding Landlord property; and b) Tenant's operations, negligence or willful conduct occurring in or on any part of the Amenity Center and Premises. Tenant hereby assumes all risk with respect to its use of the Premises. Nothing in this Lease shall be deemed as a waiver of immunity or limits of liability of Landlord beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Lease shall inure to the benefit of any third party, including, but not limited to, guests, invitees and licensees, for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. **NOTICES.** Any notice which either party may or is required to give may be by personal delivery or by mail, postage prepaid, to Tenant at the Premises or to Landlord at the addresses first above written, or to such other place(s) as either party may inform the other in writing. Notices to the Landlord shall be as provided below:

District Manager: Solterra Resort Community Development District
c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: Kyle Darin

District Counsel: Kilinski Van Wyk, PLLC
PO Box 6386
Tallahassee, Florida 32314
Attn: District Counsel

14. **TERMINATION.** Either party may terminate this Lease immediately with cause or without cause upon fifteen (15) days' prior written notice. Any termination by the District, or any termination by the HOA without cause, shall not result in any liability to the terminating party; provided, however, that Tenant shall be responsible for payment of rent through the date of termination and all other terms of this Lease shall be complied with. Upon the termination of the Lease either through this section or the expiration of the term of the Lease, Tenant shall surrender the Premises to the District in clean condition and free of material defects, ordinary wear and tear excepted. Further, the District in its sole discretion may elect to retain any furnishings, furniture or equipment installed or any trade fixtures affixed to the Premises by the Tenant or may require the Tenant to restore the Premises to their original condition as of the Move-In Date and remove any such furnishings, furniture, equipment, or trade fixtures.

15. **ABANDONMENT.** If at any time during the term of this Lease, the Tenant abandons the Premises or any part thereof, the District may, at the District's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. If District's right of re-entry is exercised following abandonment of the Premises by Tenant, then District shall consider any furnishings, furniture, equipment, trade fixtures, and personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case District may dispose of all such property in any manner District shall deem proper and District is hereby relieved of all liability for doing so.

16. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rent provided for herein shall then be accounted for by and between the District and Tenant up to the time of such injury or destruction of the Premises, with Tenant paying rent up to such date and the District refunding rent collected beyond such date. Should a portion of the Premises thereby be rendered untenantable, the District shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that the District exercises its right to repair such untenantable portion, the rent shall abate in the proportion that the injured parts bear to the whole Premises, and such part so injured shall be restored by the District as speedily as practicable, after which the full rent shall recommence, and the Lease shall continue according to its terms.

17. **NO THIRD PARTY BENEFICIARIES.** This Lease is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Lease expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Lease or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

18. **DEFAULT.** In the event Tenant shall fail to perform any covenant, term, or provision of this Lease within five (5) days after written notice, District shall have every remedy available at law or in equity under the law; provided, however, any action by Tenant which shall endanger the public health, safety, or welfare shall be grounds for immediate termination of this Lease. In the event the District shall fail to perform any covenant, term, or provision of this Lease within five (5) days after written notice, Tenant shall have every remedy available at law or in equity under the law against the District. If Landlord or Tenant defaults in the performance of any terms, covenants, agreements or provisions of this Lease, the defaulting party agrees to pay the non-defaulting party all of the reasonable attorneys' fees and costs incurred by the non-defaulting party in connection with such default.

19. **STATE-REQUIRED DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from county health departments.

20. **PUBLIC RECORDS.** Tenant understands and agrees that all documents of any kind provided to Landlord in connection with this Lease may be public records and shall be treated as such in accordance with Florida law.

21. **ENTIRE AGREEMENT.** The terms and conditions of this Lease are the entire agreement and understanding of the parties. Tenant acknowledges that it has read this Lease and understands its provisions and agrees to occupy the Premises under the terms of this Agreement. No change in the terms of this Lease may be made unless it is in writing and signed by both Landlord and Tenant.

22. **ASSIGNMENT.** This Lease may not be assigned without the prior written consent of the Landlord and Tenant. Any such purported assignment without the prior written consent of both parties shall be void.

23. **CONTROLLING LAW AND VENUE.** This Lease shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in Polk County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Lease.



24. **WAIVER.** The acceptance by Landlord of rent after it falls due or after knowledge of any breach of this Lease by Tenant or the giving of any notice or making of any demand or any other act or waiver by Landlord, other than a specific written waiver or election, shall not be construed as a waiver of any rights of Landlord under this Lease or as an election not to proceed under the provisions of this Lease.

25. **SEVERABILITY.** In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, unconscionable, or unenforceable in any respect, such invalidity, illegality, unconscionability, or unenforceability shall not affect any other provision of this Lease but this Lease shall be construed as if such invalid, illegal, unconscionable, or unenforceable provision had never been contained herein.

26. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Lease may be made only by an instrument in writing which is executed by both Landlord and Tenant.

27. **BINDING EFFECT.** This Lease and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

28. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Lease, and that the respective parties have complied with all the requirements of law, and have full power and authority to comply with the terms and provisions of this instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the District and HOA have caused this Lease to be executed as of the day and year first above written.

**SOLTERRA RESORT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: _____

Its: _____

**SOLTERRA RESORT
HOMEOWNER'S ASSOCIATION, INC.**

By: _____

Name: _____

Title: _____

DRAFT



EXHIBIT A

The Premises

