

*Willowbrook
Community Development District*

Meeting Agenda

April 22, 2025

AGENDA

Willowbrook

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

April 15, 2025

Board of Supervisors Meeting Willowbrook Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Willowbrook Community Development District** will be held on **Tuesday, April 22, 2025 at 10:30 AM** at the **Lake Alfred Public Library, 245 N Seminole Ave, Lake Alfred, FL 33850**

Zoom Video Join Link: <https://us06web.zoom.us/j/88554792881>

Call-In Information: 1-646-876-9923

Meeting ID: 885 5479 2881

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes each)
3. Approval of Minutes of November 19, 2024 Board of Supervisors Meeting
4. Consideration of Resolution 2025-02 Approving the Proposed Fiscal Year 2025/2026 Budget (Suggested Date: July 22, 2025), Declaring Special Assessments, and Setting the Public Hearings on the Adoption of the Fiscal Year 2025/2026 Budget and the Imposition of Operations and Maintenance Assessments
5. Consideration of Construction Funding Agreement for Willowbrook North Amenity Center Project and Phase 2 Project
6. Ratification of Installation Agreement with ProPlaygrounds for Playground Equipment in Willowbrook South
7. Ratification of Playground Equipment Leasing Agreement with Navitas Credit for Playground Equipment
8. Consideration of Assignment of Willowbrook North Amenity Center Construction Contract to the CDD
9. Consideration of Assignment of Phase 2 South & Phase 2 North Construction Contracts to the CDD
10. Consideration of Acquisition of Work Product for Amenity Center and Phase 2 Construction Plans
11. Ratification of Declaration of Covenants, Conditions, Easements and Restrictions for Willowbrook North HOA
12. Ratification of 2025 Data Sharing and Usage Agreement with Polk County Property Appraiser

13. Ratification of 2025 Contract Agreement with Polk County Property Appraiser
14. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Ratification of Funding Requests #14 through #18
 - ii. Balance Sheet & Income Statement
15. Other Business
16. Supervisors Requests and Audience Comments
17. Adjournment

MINUTES

**MINUTES OF MEETING
WILLOWBROOK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Willowbrook Community Development District was held **Tuesday, November 19, 2024** at 10:00 a.m. at the Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida.

Present and constituting a quorum:

McKinzie Terrill
Steve Rosser
Scott Shapiro

Chairman
Vice Chairman
Assistant Secretary

Also present were:

Jill Burns
Grace Rinaldi

District Manager, GMS
District Counsel, Kilinski Van Wyk

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called roll. Three Supervisors were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present for the meeting nor were there any present on the Zoom line, so the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Administration of Oath to Newly Appointed Supervisor Scott Shapiro

Ms. Burns administered the oath of office to Scott Shapiro.

FOURTH ORDER OF BUSINESS

**Approval of Minutes of the July 23, 2024
Board of Supervisors Meeting and Audit
Committee Meeting**

Ms. Burns presented the minutes from the July 23, 2024 Board of Supervisors Meeting and Audit Committee Meeting. The Board had no changes to the minutes.

On MOTION by Mr. Shapiro, seconded by Mr. Terrill, with all in favor, the Minutes of the July 23, 2024 Board of Supervisors Meeting and Audit Committee Meeting, were approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2025-01
Authorizing the Publication of Legal
Advertisements and Public Notices on a
Publicly Accessible Website in Polk County**

Ms. Burns reviewed the resolution for the Board and offered to answer any questions.

On MOTION by Mr. Terrill, seconded by Mr. Shapiro, with all in favor, Resolution 2025-01 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County, was approved.

SIXTH ORDER OF BUSINESS

**Ratification of Audit Services Engagement
Letter with DiBartolomeo, McBee, Hartley
& Barnes, P.A.**

Ms. Burns noted that this had been approved previously and needed to be ratified by the Board.

On MOTION by Mr. Shapiro, seconded by Mr. Terrill, with all in favor, Audit Services Engagement Letter with DiBartolomeo, McBee, Hartley & Barnes, P.A., was ratified.

SEVENTH ORDER OF BUSINESS

**Consideration of Landscape and Irrigation
Contracts**

- A. Willowbrook North**
- B. Willowbrook South**

Ms. Burns reviewed the landscape and irrigation contracts for Willowbrook North and Willowbrook South.

On MOTION by Mr. Rosser, seconded by Mr. Shapiro, with all in favor, Landscape and Irrigation Contracts for Willowbrook North and Willowbrook South, were approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

- A. Attorney**

Ms. Rinaldi stated she had nothing to report unless anyone had any questions.

B. Engineer

Mr. Sloan stated that he had nothing to add.

C. District Manager's Report

i. Ratification of Funding Requests #9 through #13

Ms. Burns reviewed funding requests #9 through #13.

ii. Ratification of Summary of Series 2024 (AA1) Requisitions #11 through #46

Ms. Burns presented the summary of Series 2024 AA1 requisition #11 through #46.

iii. Balance Sheet & Income Statement

Ms. Burns stated that the financial statements were included in the agenda package for review but there was no action necessary

iv. Reminder: 4 Hours of Ethics Training Must be Completed by 12/31/24

Ms. Burns reminded the Board to complete their ethics training requirement by December 31, 2024.

NINTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn.

On MOTION by Mr. Shapiro, seconded by Mr. Rosser, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 190, 197, AND/OR 170, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Willowbrook Community Development District (“**District**”) prior to June 15, 2025, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2026**”); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 190, 197 and/or 170 *Florida Statutes* (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 190, 197 and/or 170 *Florida Statutes* the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office**,” Governmental Management Services – Central Florida, LLC, 219 E. Livingston St. Orlando FL 32801. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one or more installments pursuant to a bill issued by the District in November of 2025, and pursuant to Chapter 170, *Florida Statutes*, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, *Florida Statutes*.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 190, 197 and/or 170 *Florida Statutes* public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: Tuesday, July 22, 2025
HOUR: 10:30 AM
LOCATION: Lake Alfred Library
245 N Seminole Ave.
Lake Alfred, Florida 33850

4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Winter Haven and Polk County at least sixty (60) days prior to the hearing set above.

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 3 and shall remain on the website for at least forty-five (45) days.

6. PUBLICATION OF NOTICE. Notice of the public hearings shall be published in the manner prescribed in Florida law. If utilizing the Chapter 170 process, the District shall cause this Resolution to be published once a week for a period of two (2) weeks in a newspaper of general circulation published in Polk County.

7. 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.

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 22ND DAY OF APRIL 2025.

ATTEST:

**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2026

Exhibit A
Proposed Budget for Fiscal Year 2026

Willowbrook
Community Development District

Proposed Budget
FY2026



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Willowbrook
Community Development District
Adopted Budget
General Fund

Description	Adopted Budget FY2025	Actuals Thru 3/31/25	Projected Next 6 Months	Projected Thru 9/30/25	Proposed Budget FY2026
<u>Revenues</u>					
Assessments	\$ -	\$ -	\$ -	\$ -	\$ 538,969
Developer Contributions	\$ 401,310	\$ 42,177	\$ 222,981	\$ 265,158	\$ -
Total Revenues	\$ 401,310	\$ 42,177	\$ 222,981	\$ 265,158	\$ 538,969
<u>Expenditures</u>					
<u>Administrative</u>					
Supervisor Fees	\$ 12,000	\$ 400	\$ 6,000	\$ 6,400	\$ 12,000
FICA Expenses	\$ 918	\$ 31	\$ 459	\$ 490	\$ 918
Engineering	\$ 15,000	\$ -	\$ 7,500	\$ 7,500	\$ 15,000
Attorney	\$ 25,000	\$ 6,250	\$ 18,000	\$ 24,250	\$ 25,000
Annual Audit	\$ 4,000	\$ -	\$ 2,850	\$ 2,850	\$ 2,950
Assessment Administration	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ 6,180
Arbitrage	\$ 900	\$ -	\$ 450	\$ 450	\$ 900
Dissemination	\$ 6,000	\$ 5,500	\$ 2,000	\$ 7,500	\$ 6,150
Disclosure Software	\$ 1,500	\$ -	\$ -	\$ -	\$ 2,500
Trustee Fees	\$ 8,082	\$ -	\$ 4,041	\$ 4,041	\$ 8,890
Management Fees	\$ 40,000	\$ 20,000	\$ 20,000	\$ 40,000	\$ 41,200
Information Technology	\$ 1,890	\$ 945	\$ 945	\$ 1,890	\$ 1,947
Website Maintenance	\$ 1,260	\$ 630	\$ 630	\$ 1,260	\$ 1,298
Telephone	\$ 300	\$ -	\$ 150	\$ 150	\$ 300
Postage & Delivery	\$ 1,000	\$ 384	\$ 570	\$ 954	\$ 1,000
Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Printing & Binding	\$ 1,000	\$ 1	\$ 50	\$ 51	\$ 1,000
Legal Advertising	\$ 15,000	\$ -	\$ 10,000	\$ 10,000	\$ 15,000
Contingency	\$ 5,000	\$ 277	\$ 2,500	\$ 2,777	\$ 5,000
Office Supplies	\$ 625	\$ 3	\$ 50	\$ 53	\$ 625
Travel Per Diem	\$ 660	\$ -	\$ 330	\$ 330	\$ 660
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative	\$ 151,310	\$ 45,596	\$ 76,525	\$ 122,121	\$ 153,693

Operations & Maintenance

Property Insurance	\$	-	\$	-	\$	-	\$	-	\$	7,500
Field Management	\$	-	\$	-	\$	-	\$	-	\$	15,000
Landscape Maintenance	\$	-	\$	-	\$	-	\$	-	\$	65,182
Landscape Replacement	\$	-	\$	-	\$	-	\$	-	\$	12,500
Streetlights	\$	-	\$	-	\$	-	\$	-	\$	27,566
Electric	\$	-	\$	-	\$	-	\$	-	\$	5,000
Water & Sewer	\$	-	\$	-	\$	-	\$	-	\$	35,000
Aquatic Maintenance	\$	-	\$	-	\$	-	\$	-	\$	6,500
Irrigation Repairs	\$	-	\$	-	\$	-	\$	-	\$	7,500
General Repairs and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	15,000
Field Contingency	\$	250,000	\$	-	\$	125,000	\$	125,000	\$	10,000

Subtotal Field Expenditures	\$	250,000	\$	-	\$	125,000	\$	125,000	\$	206,748
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Amenity Expenditures

Amenity - Electric	\$	-	\$	-	\$	-	\$	-	\$	24,684
Amenity - Water	\$	-	\$	-	\$	-	\$	-	\$	22,416
Playground Expenses	\$	-	\$	6,162	\$	11,875	\$	18,037	\$	23,749
Internet	\$	-	\$	-	\$	-	\$	-	\$	2,500
Pest Control	\$	-	\$	-	\$	-	\$	-	\$	720
Janitorial Service	\$	-	\$	-	\$	-	\$	-	\$	14,705
Amenity Management	\$	-	\$	-	\$	-	\$	-	\$	12,500
Security Services	\$	-	\$	-	\$	-	\$	-	\$	36,054
Pool Maintenance	\$	-	\$	-	\$	-	\$	-	\$	23,700
Amenity Repairs & Maintenance	\$	-	\$	-	\$	-	\$	-	\$	10,000
Contingency	\$	-	\$	-	\$	-	\$	-	\$	7,500

Subtotal Amenity Expenditures	\$	-	\$	6,162	\$	11,875	\$	18,037	\$	178,528
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Total Operations & Maintenance	\$	250,000	\$	6,162	\$	136,875	\$	143,037	\$	385,276
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Total Expenditures	\$	401,310	\$	51,758	\$	213,400	\$	265,158	\$	538,969
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Excess Revenues/(Expenditures)	\$	-	\$	(9,581)	\$	9,581	\$	-	\$	-
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Product Type	Units	Net Assessment	Net Per Unit	Gross Per Unit
Developed - Single Family	356	\$ 467,307	\$ 1,312.66	\$ 1,411.46
Undeveloped - Single Family	311	\$ 71,662	\$ 230.42	\$ 247.77
667		\$ 538,968.90		

Willowbrook

Community Development District

General Fund Narrative

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g., attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g., attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Willowbrook

Community Development District

General Fund Narrative

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Dissemination Software

The District has contracted with DTS to provide software platform for filing various reports required in accordance with the Continuing Disclosure Agreements for the various bond issue(s).

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Willowbrook

Community Development District

General Fund Narrative

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Contingency

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Expenditures

Property Insurance

The District's property insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Field Management

Represents the costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails. Governmental Management Services-Central Florida, LLC, provides these services.

Landscape Maintenance

Represents the maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Willowbrook

Community Development District

General Fund Narrative

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Aquatic Maintenance

The District will contract for the care and maintenance of its aquatic entities which includes shoreline grass, brush and vegetation control.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas. These can include pressure washing, and repairs to fences, monuments, lighting, and other assets.

Field Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenditures

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity - Water

Represents estimated water charges for the District's amenity facilities.

Playground Expenses

Represents estimated cost of leasing agreement for playgrounds to be installed in the community.

Internet

Internet service will be added for use at the Amenity Facilities.

Willowbrook

Community Development District

General Fund Narrative

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents the estimated costs to provide janitorial services weekly and supplies for the District's amenity facilities.

Amenity Management

Amenity Management provides access card issuance through registration, proof of residency, and photo identification. The team also provides keycard troubleshooting for issues and concerns related to access control. Staff reviews security concerns and amenity policy violations via remote camera monitoring on an as-needed basis. Districts are provided electronic communication for District news and direct remote customer service through phone and email directly to the Amenity Access Team.

Security Services

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents the costs of regular cleaning and treatments of the District's pool within the amenity facility.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Willowbrook
Community Development District
Adopted Budget
Series 2024 Debt Service Fund

Description	Adopted Budget FY2025	Actuals Thru 3/31/25	Projected Next 6 Months	Total Thru 9/30/25	Proposed Budget FY2026
<u>Revenues</u>					
Special Assessments	\$ 254,508	\$ -	\$ 254,508	\$ 254,508	\$ 628,550
Interest	\$ -	\$ 315	\$ 157	\$ 472	\$ -
Carry Forward	\$ 469,273	\$ 482,861	\$ -	\$ 482,861	\$ 269,932
Total Revenues	\$ 723,781	\$ 483,176	\$ 254,665	\$ 737,841	\$ 898,482
<u>Expenditures</u>					
Interest Expense - 11/1	\$ 213,505	\$ 213,505	\$ -	\$ 213,505	\$ 254,509
Principal Expense - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 120,000
Interest Expense - 5/1	\$ 254,509	\$ -	\$ 254,509	\$ 254,509	\$ 254,509
Total Expenditures	\$ 468,014	\$ 213,505	\$ 254,509	\$ 468,014	\$ 629,019
<u>Other Financing Sources/(Uses)</u>					
Transfer In/(Out)	\$ -	\$ 106	\$ -	\$ 106	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ 106	\$ -	\$ 106	\$ -
Excess Revenues/(Expenditures)	\$ 255,766	\$ 269,777	\$ 156	\$ 269,932	\$ 269,464

Interest Expense 11/1/26	\$ 251,539
Total	\$ 251,539

Product	Assessable Units	Total Net Assessments	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family - 40'	50	\$ 88,280	\$ 1,766	\$ 1,898
Single Family - 50'	306	\$ 540,271	\$ 1,766	\$ 1,898
	356	\$ 628,550		

Willowbrook
Community Development District
Series 2024 Special Assessment Bonds
Amortization Schedule

Date		Balance	Principal	Interest	Total
11/01/25	\$	8,900,000.00	\$ -	\$ 254,509.38	\$ 509,018.75
05/01/26	\$	8,900,000.00	\$ 120,000.00	\$ 254,509.38	
11/01/26	\$	8,780,000.00	\$ -	\$ 251,539.38	\$ 626,048.75
05/01/27	\$	8,780,000.00	\$ 125,000.00	\$ 251,539.38	
11/01/27	\$	8,655,000.00	\$ -	\$ 248,445.63	\$ 624,985.00
05/01/28	\$	8,655,000.00	\$ 135,000.00	\$ 248,445.63	
11/01/28	\$	8,520,000.00	\$ -	\$ 245,104.38	\$ 628,550.00
05/01/29	\$	8,520,000.00	\$ 140,000.00	\$ 245,104.38	
11/01/29	\$	8,380,000.00	\$ -	\$ 241,639.38	\$ 626,743.75
05/01/30	\$	8,380,000.00	\$ 145,000.00	\$ 241,639.38	
11/01/30	\$	8,235,000.00	\$ -	\$ 238,050.63	\$ 624,690.00
05/01/31	\$	8,235,000.00	\$ 155,000.00	\$ 238,050.63	
11/01/31	\$	8,080,000.00	\$ -	\$ 234,214.38	\$ 627,265.00
05/01/32	\$	8,080,000.00	\$ 160,000.00	\$ 234,214.38	
11/01/32	\$	7,920,000.00	\$ -	\$ 229,714.38	\$ 623,928.75
05/01/33	\$	7,920,000.00	\$ 170,000.00	\$ 229,714.38	
11/01/33	\$	7,750,000.00	\$ -	\$ 224,933.13	\$ 624,647.50
05/01/34	\$	7,750,000.00	\$ 180,000.00	\$ 224,933.13	
11/01/34	\$	7,570,000.00	\$ -	\$ 219,870.63	\$ 624,803.75
05/01/35	\$	7,570,000.00	\$ 190,000.00	\$ 219,870.63	
11/01/35	\$	7,380,000.00	\$ -	\$ 214,526.88	\$ 624,397.50
05/01/36	\$	7,380,000.00	\$ 205,000.00	\$ 214,526.88	
11/01/36	\$	7,175,000.00	\$ -	\$ 208,761.25	\$ 628,288.13
05/01/37	\$	7,175,000.00	\$ 215,000.00	\$ 208,761.25	
11/01/37	\$	6,960,000.00	\$ -	\$ 202,714.38	\$ 626,475.63
05/01/38	\$	6,960,000.00	\$ 225,000.00	\$ 202,714.38	
11/01/38	\$	6,735,000.00	\$ -	\$ 196,386.25	\$ 624,100.63
05/01/39	\$	6,735,000.00	\$ 240,000.00	\$ 196,386.25	
11/01/39	\$	6,495,000.00	\$ -	\$ 189,636.25	\$ 626,022.50
05/01/40	\$	6,495,000.00	\$ 255,000.00	\$ 189,636.25	
11/01/40	\$	6,240,000.00	\$ -	\$ 182,464.38	\$ 627,100.63
05/01/41	\$	6,240,000.00	\$ 270,000.00	\$ 182,464.38	
11/01/41	\$	5,685,000.00	\$ -	\$ 174,870.63	\$ 627,335.00
05/01/42	\$	5,065,000.00	\$ 285,000.00	\$ 174,870.63	
11/01/42	\$	5,065,000.00	\$ -	\$ 166,855.00	\$ 626,725.63
05/01/43	\$	5,065,000.00	\$ 300,000.00	\$ 166,855.00	
11/01/43	\$	5,065,000.00	\$ -	\$ 158,417.50	\$ 625,272.50
05/01/44	\$	5,065,000.00	\$ 320,000.00	\$ 158,417.50	
11/01/44	\$	5,065,000.00	\$ -	\$ 149,417.50	\$ 627,835.00
05/01/45	\$	5,065,000.00	\$ 335,000.00	\$ 149,417.50	
11/01/45	\$	4,730,000.00	\$ -	\$ 139,535.00	\$ 623,952.50
05/01/46	\$	4,730,000.00	\$ 360,000.00	\$ 139,535.00	
11/01/46	\$	4,370,000.00	\$ -	\$ 128,915.00	\$ 628,450.00
05/01/47	\$	4,370,000.00	\$ 380,000.00	\$ 128,915.00	
11/01/47	\$	3,990,000.00	\$ -	\$ 117,705.00	\$ 626,620.00
05/01/48	\$	3,990,000.00	\$ 400,000.00	\$ 117,705.00	
11/01/48	\$	3,590,000.00	\$ -	\$ 105,905.00	\$ 623,610.00
05/01/49	\$	3,590,000.00	\$ 425,000.00	\$ 105,905.00	
11/01/49	\$	3,165,000.00	\$ -	\$ 93,367.50	\$ 624,272.50
05/01/50	\$	3,165,000.00	\$ 450,000.00	\$ 93,367.50	

Willowbrook
Community Development District
Series 2024 Special Assessment Bonds
Amortization Schedule

Date		Balance		Principal		Interest		Total
11/01/50	\$	2,715,000.00	\$	-	\$	80,092.50	\$	623,460.00
05/01/51	\$	2,715,000.00	\$	480,000.00	\$	80,092.50		
11/01/51	\$	2,235,000.00	\$	-	\$	65,932.50	\$	626,025.00
05/01/52	\$	2,235,000.00	\$	510,000.00	\$	65,932.50		
11/01/52	\$	1,725,000.00	\$	-	\$	50,887.50	\$	626,820.00
05/01/53	\$	1,725,000.00	\$	540,000.00	\$	50,887.50	\$	-
11/01/53	\$	1,185,000.00	\$	-	\$	34,957.50	\$	625,845.00
05/01/54	\$	1,185,000.00	\$	575,000.00	\$	34,957.50	\$	-
11/01/54	\$	610,000.00	\$	-	\$	17,995.00	\$	627,952.50
05/01/55	\$	610,000.00	\$	610,000.00	\$	17,995.00	\$	627,995.00
				\$ 8,900,000.00	\$	10,602,741.96	\$	19,502,741.96

SECTION V

**CONSTRUCTION FUNDING AGREEMENT
WILLOWBROOK PHASE 2 AND WILLOWBROOK NORTH AMENITY PROJECT**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of April 2025, by and between:

WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with a mailing address c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), and

KRPC WILLOWBROOK, LLC, a Florida limited liability company, the owner and developer of lands within the District, with a mailing address of 121 Garfield Avenue, Winter Park, Florida 32789, and its successors and assigns (the “**Developer**”, together with the District, the “**Parties**”, and separately, the “**Party**”).

RECITALS

WHEREAS, the District was established by an ordinance, as amended from time to time, adopted by the City Commission of the City of Winter Haven, Florida under Ordinance No. O-23-58, which became effective November 13, 2023, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Developer is the owner and/or developer of certain undeveloped lands located within the boundaries of the District identified in the Engineer’s Report (as defined below) upon which the District’s improvements have been or will be made; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Developer has requested assignment of three construction agreements that include two agreements between the Developer and Jon M. Hall Company, LLC (together, the “**Phase 2 Construction Agreement**”) regarding construction of Phase 2 (“**Phase 2 Project**”) and between the Developer and Henkelman Construction, Inc. (“**Amenity Center Construction Agreement**” and together with the Phase 2 Construction Agreement, the “**Construction Agreement**”) regarding construction of Willowbrook North Amenity Center to the District (“**Amenity Center Project**” and together with the Phase 2 Project, the “**Project**”) and the District has agreed to accept assignment of the same in order to assist in the completion of the various infrastructure improvements, facilities, and services within and adjacent to the District, described in that certain *Engineer’s Report for Willowbrook Community Development District*, dated November 16, 2023, as supplemented from time to time (the “**Engineer’s Report**”), attached hereto as **Exhibit A** and incorporated herein by reference, which includes the improvements set forth in the Construction Agreement; and

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of the entirety of the Project described in **Exhibit A**, including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the “**Improvements**”); and

WHEREAS, in order to induce the District to proceed at this time with the assignment of the Construction Agreement and construction of the Improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such Improvements; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the Parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. FUNDING. The Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Improvements. The Developer will make such funds available on a monthly basis, within ten (10) business days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

3. REPAYMENT. The Parties agree that the funds provided by the Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse the Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred.

4. DEFAULT. A default by either Party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance. In the event of Developer's default, the District shall have the right to complete the improvements using alternative funding sources and assess all associated costs, including administrative and legal expenses, to the Developer., including the right to complete the improvements and assess the costs to the Developer, but shall exclude, in any event, consequential, incidental, special or punitive damages.

5. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This Agreement shall constitute the final and complete expression of the Agreement between the Parties relating to the specific subject matter of this Agreement.

7. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all of the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this Agreement.

9. NOTICES. All notices, requests, consents and other communications hereunder (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, electronic mail, or overnight delivery service, to the Parties, as follows:

A. If to the District: Willowbrook Community Development District
c/o Governmental Management Services –
Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager
jburns@gmscfl.com

With a copy to: Kilinski | Van Wyk, PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
jennifer@cddlattorneys.com

B. If to the Developer: KRPC Willowbrook, LLC
121 Garfield Avenue
Winter Park, Florida 32789
Attn: McKinzie Terrill
mterrill@keewin.net

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. Eastern Time (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days.

Counsel for the Parties may deliver Notices on behalf of the Party he/she represents. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

10. THIRD-PARTY BENEFICIARIES. This Agreement 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, provided however that nothing herein shall limit the District's right to assign its rights hereunder to trustees, bondholders or other financing parties. Nothing in this Agreement 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 Agreement 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.

11. ASSIGNMENT. Neither Party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all Parties hereto and shall remain in effect unless terminated by any of the Parties hereto.

14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Developer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term, if the Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Developer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Developer, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Developer acknowledges that the designated Public Records Custodian for the District is **Jillian Burns.**

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTN: DISTRICT MANAGER, PHONE (407) 841-5524; JBURNS@GMSCFL.COM.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

16. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Developer agrees to execute an affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

**WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT**

Vice Chairperson, Board of Supervisors

KRPC WILLOWBROOK, LLC

By: McKenzie Terrill
Its: Manager

Exhibit A: Engineer's Report

Exhibit A
Engineer's Report

[attached beginning at following page]

DRAFT

SECTION VI

INSTALLATION AGREEMENT

CONTRACTOR: Legacy Construction Services Group Inc D.B.A Pro Playgrounds **EIN:** 27-1850232

ADDRESS: 3725 Apalachee Parkway **CITY, STATE & ZIP CODE:** Tallahassee, FL 32311

CONTACT: Jeff Caldwell **PHONE #:** 800-573-7529 **FAX#:** (850) 254-7150

TOTAL CONTRACT AMOUNT: \$ 94,689.33

PROJECT NAME: Willowbrook South playground & dog park **AGREEMENT #:** 37920

PROJECT ADDRESS: 2818 Adeline Ave. Winter Haven, FL 33881

OWNER: Willowbrook CDD C/O Jill Burns 
219 E. Livingston Street
Orlando, FL 32801

THIS AGREEMENT made and entered into on this the 10th day of February, 2025, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and Willowbrook CDD, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other authorized Contractee or Agent of Owner.

WITNESSETH

WHEREAS Owner desires to have the following Work Completed:

Supply and Install the following:

1. Playground design Figgs Landing, plastic borders plus 1x half ramp into the wood mulch surfacing, four 6ft benches, loop bike rack in ground and 1x receptacle with lid and liner
2. Shade structure, 20x30x10 Hip Shade, baseplates with two 6ft picnic tables
3. Dog Park welcome sign, pet waste station, 2 benches w back, 32 gal receptacle with lid liner
4. WB North seating area with 6ft park bench, receptacle and bike rack included, see design page
5. permitting included

Contractor Initial 

Owner Initial 

at the address known as 2818 Adeline Ave Winter Haven, FL 33881, hereinafter referred to as "Property" AND WHEREAS Contractor warrants being qualified and capable of performing and completing the Work specified herein, NOW THEREFORE, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

ARTICLE 1 - SCOPE OF WORK

- 1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete the scope of work listed above, hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:
1. 2D/3D Site Plans.
 2. Estimates.
 3. Insurance Certificates.
 4. Manufactures Warranties.
- 1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.
- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- 1.4 Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.
- 1.5 Contractor shall not be responsible for any unforeseen soil anomalies or differing site conditions, should soil abnormalities be encountered, including rock, muck or any other items that may create additional work or installation difficulties, those costs shall be adjusted via a change order. Owner is responsible for all geotechnical investigation.

ARTICLE 2 - PROSECUTION OF THE WORK

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.
- 2.3 The Work is tentatively scheduled to be completed by June 30, 2025. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 7-10 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:



Contractor shall be responsible for acquiring necessary permits for this project.



Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.

Contractor Initial



Owner Initial



- ☐ Owner shall be responsible for the costs of all permits and related drawings and requirements.
- ☒ Contractor shall be responsible for the costs of all permits and related drawings and requirements.

ARTICLE 3 - WORKMANSHIP

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.
- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred.
- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

ARTICLE 4 - PREMISES

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall [REDACTED] indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.
- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

ARTICLE 5 - INSURANCE AND BONDING

- 5.1 Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and in some instances Owner from claims under Workers compensation acts and for claims from damages that may result from or arise out of Contractor's operations during construction; whether such operations be by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented in the Contract Documents:
1. ☒ Comprehensive General Liability Insurance with the following minimum limits:
 - a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate
 - b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate
 2. ☒ Worker's Compensation & Employers Liability with the following limits:
 - a) Each Accident - \$1,000,000
 - b) Disease - \$100,000/employee; \$500,000/policy limit

Contractor Initial PD

Page 3 of 7

Owner Initial MO

3. ☒ Commercial Automobile Insurance with the following limits:

- a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
- b) Property Damage - \$1,000,000/accident
- c) Personal Injury Protection (PIP) - \$10,000/person

5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.
- 6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.
- 6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.
- 6.4 Approved Change Order(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.
- 6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

ARTICLE 7 - DEPOSITS

- 7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.
- 7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.
- 7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be scheduled, and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.
- ☐ Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- ☒ Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- ☐ Owner shall provide Contractor with a deposit in the amount of \$ of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract

Contractor Initial

Owner Initial

Documents.

ARTICLE 8 - OWNER INSPECTION AND ACCEPTANCE


- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor's completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide the Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.
- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor's expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographic evidence and written documentation and provide this documentation to the Owner in a timely manner.
- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are non compliant or under dispute thereof.

ARTICLE 9 - PAYMENT


- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIAG702-1992, Application and Certificate for Payment **OR** via other traditional invoicing methods.
- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month or 1.5%; whichever is greater, beginning **30** days after missed, late or partial payment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances. *MT*
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with re-consignment, shipping, storage or return of those products.

ARTICLE 10 - RELEASE OF LIENS

- 10.1  *MT*
- 10.2 Contractor shall supply Owner with a partial lien waiver for all deposits and progress payments made to Contractor by Owner.

Contractor Initial 

Page 5 of 7

Owner Initial 

- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

ARTICLE 11 – WARRANTIES

- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.
- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.
- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions - such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s) and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.
- 11.5 All warranties become null and void if the project is not paid for in full.

ARTICLE 12 – DISPUTE RESOLUTION

- 12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.
- 12.2 Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

ARTICLE 13 – SEVERABILITY

- 13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

ARTICLE 14 – MISCELLANEOUS ADDITIONS AND PROVISIONS

- 14.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Contractor** also warrants, agrees to and/or acknowledges the following:
1. _____
 2. _____
 3. _____
- 14.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Owner** also warrants, agrees to and/or acknowledges the following:

Contractor Initial



Page 6 of 7

Owner Initial

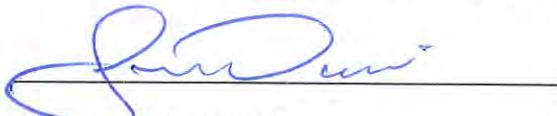


1. _____
2. _____
3. _____

14.3 Other miscellaneous provisions to be included as part of the agreement as follow:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 10th day of February, 2025.


CONTRACTOR: Legacy Construction Services
Group Inc, DBA Pro Playgrounds


(Signature of Contractor)

Name/Title: Jason Davis, Sales Mgr

Address of Contractor:
Legacy Construction Services Group Inc., DBA Pro
Playgrounds
3725 Apalachee Parkway
Tallahassee, FL 32311


OWNER: Willowbrook CDD

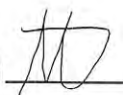
 as Chairperson
(Signature of Owner)

Name/Title: McKinzie Terrill or designee

Address of Owner:
Willowbrook CDD C/O Jill Burns
219 E. Livingston Street
Orlando, FL 32801



Contractor Initial 

Owner Initial 

SECTION VII



CORRECTION ADDENDUM

Agreement # 41411712

Lessor/Secured Party/Rentor: Navitas Credit Corp.

Lessee/Borrower/Rentee ("Customer"): Willowbrook Community Development District

The above referenced Lessor/Secured Party/Rentor and Customer have entered into the above referenced rental, lease, finance, or note and security Agreement ("Agreement") for the equipment/collateral under terms more fully described in said Agreement. In recognition of the inaccuracy of certain terms of such Agreement, the parties hereby wish to amend said Agreement as set forth below:

9. **INDEMNITY.** We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance, ownership, possession or use of the Equipment. You agree to reimburse us for, hold us harmless from, and defend us against any claims made against us, and for losses or injuries suffered by us, including, without limitation, those arising out of the negligence, tort, or strict liability claims. This indemnity shall continue even after the Term has expired. However, such indemnification, hold harmless, and defense obligations shall apply only up to the monetary limitations of liability set forth in section 768.28, Florida Statutes, or other law applicable to you. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity or limitations of liability to which you would otherwise be entitled under Florida law, including but not limited to section 768.28, Florida Statutes, and nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

19. **PUBLIC RECORDS.** We acknowledge that all records related to this Agreement may be public records, and we agree to comply with Florida law governing public records, including but not limited to section 119.0701, Florida Statutes, the terms of which are incorporated herein by reference.

20. **E-VERIFY.** We shall comply with and perform all applicable provisions of section 448.095, Florida Statutes. Accordingly, to the extent required by law, we shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of section 448.095, Florida Statutes, as to the use of subcontractors. You may terminate this Agreement immediately for cause if there is a good faith belief that we have knowingly violated section 448.091, Florida Statutes. By entering into this Agreement, we represent that no public employer has terminated a contract with us under section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

21. **FOREIGN INFLUENCE.** We understand that under section 286.101, Florida Statutes, that we must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.


22. **PUBLIC ENTITY CRIMES.** We certify, by acceptance of this Agreement, that neither we nor our principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction per the provision of section 287.133(2)(a), Florida Statutes.

23. **SCRUTINIZED COMPANIES.** In accordance with section 287.135, Florida Statutes, we represent that in entering into the Agreement, neither we nor any of our officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725 and 215.473, Florida Statutes, and in the event such status changes, we shall immediately notify you. If we are found to have submitted a false statement, have been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or have been engaged in business operations in Cuba or Syria, or are now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, you may immediately terminate the Agreement.

24. **ANTI-HUMAN TRAFFICKING.** We certify, by acceptance of this Agreement, that neither we nor our principals utilize coercion for labor or services as defined in section 787.06, Florida Statutes. We agree to execute an affidavit, in a form acceptable to you, in compliance with section 787.06(13), Florida Statutes.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party/Rentor to make such changes. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature, and our electronic or original signature.

Customer: **Willowbrook Community Development District**

<div>DocuSigned by:  McKinzie Terrill</div>	McKinzie Terrill	Chairperson	2/26/2025
Signature	Print Name	Title	Date

GUARANTOR'S ACKNOWLEDGEMENT

The undersigned Guarantor(s) acknowledges and consents to the terms and conditions of this Authorization and acknowledges that the undersigned's guaranty of the obligations evidenced by the Agreement and this Addendum remain in full force and effect.

Guarantor Signature	Print Name	Date
Guarantor Signature	Print Name	Date
Guarantor Signature	Print Name	Date

LESSOR/SECURED PARTY/RENTOR'S ACKNOWLEDGEMENT

<div> Trisen Seabrook</div>			02/28/2025
Signature	Print Name	Title	Date
Customer Service Representative			

 info@navitascredit.com

 www.navitascredit.com

EQUIPMENT FINANCE AGREEMENT



BORROWER: Willowbrook Community Development District
(hereinafter referred to as "you" or "your")
Address: 219 East Livingston Street
SECURED PARTY/ LENDER: NAVITAS CREDIT CORP.
(hereafter referred to as "We", "Us", or "Our")

DBA:

Federal Tax ID# 93-4668725

City: Orlando State: FL Zip: 32801 Phone : (407) 645-4400
VENDOR: Legacy Construction Services Group Inc AGREEMENT # 41411712
(Vendor is not an agent of Secured Party nor is Vendor authorized to waive or alter any terms of this Agreement)

Equipment Description / Quantity / Serial # / VIN#
Playground Per Invoice #6210

Equipment Location (if different than above address)
2818 Adeline Ave Winter Haven FL 33881

Term in Months: 60
Monthly Payments:
60 @ \$1,979.10
Amount Financed: \$94,689.33

First Payment: \$1,979.10
Last Payment: \$1,979.10
Security Deposit: \$0.00
Other: \$225.00
INITIAL AMOUNT DUE: \$4,183.20

TERMS AND CONDITIONS (PAGE 1 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

1. **AGREEMENT:** You want to acquire the above equipment ("Equipment") from a vendor selected by you ("Vendor") and have requested that we finance the purchase price for you. You unconditionally promise to pay us the sum of all of the monthly payments indicated above or on any schedule ("Payments") and you agree to all of the terms stated in this Agreement. You authorize us to insert any Equipment serial numbers and other identification data and any other omitted facts and to correct obvious errors. We may adjust the monthly payment amount to finance any taxes due at the inception of this Agreement or if the actual cost of the Equipment is less than 10% higher or lower than the amount that the Payment amount was based on. At our discretion we may apply any amounts received from you to any amount you owe under this Agreement.

2. **TERM:** This Agreement shall become effective and shall commence only after you direct us to make disbursements to your Vendor, we approve your Vendor's invoice, we sign this Agreement and we make the initial disbursement or any later date that we designate ("Commencement Date"). The term of this Agreement shall terminate upon the date that all of your payment and other obligations have been paid and satisfied in full ("Term"). The Initial Amount Due shall be due on the Commencement Date and subsequent monthly payments are due on the day we select, payable to a location to be designated by us. **YOUR OBLIGATION TO PAY ALL PAYMENTS AND OTHER OBLIGATIONS TO US IS UNCONDITIONAL AND NOT SUBJECT TO ANY REDUCTION, SET-OFF, DEFENSE OR COUNTERCLAIM. THIS AGREEMENT MAY NOT BE CANCELED FOR ANY REASON WHATSOEVER AFTER COMMENCEMENT EXCEPT BY YOUR PAYMENT AND SATISFACTION OF ALL OF YOUR OBLIGATIONS HEREUNDER.** We have the right, but not the obligation, to electronically withdraw funds from your bank account to pay for any unpaid Payments or other amounts due hereunder. You will provide us with any bank account information we request in order to process electronic payments.

3. **EQUIPMENT:** You agree that you are the owner of and have title to the Equipment, excluding any software. By signing the Pay Proceeds Direction at the end of this Agreement, you authorize us to pay your Vendor, either as a prepayment to your Vendor to initiate delivery or upon your acceptance of the Equipment when it is delivered. You hereby grant to us a first priority, purchase money security interest in the Equipment and all replacements, replacement parts, accessions and attachments now or hereafter made a part of the Equipment, and all cash and non-cash proceeds, and all general intangibles, accounts and chattel paper arising therefrom. You agree, at your expense, to protect and defend our interests in the Equipment. Further, you shall at all times keep the Equipment free from all legal process, liens and other encumbrances if asserted or made against you or the Equipment. You agree we have the right to inspect the Equipment upon reasonable notice to you.

4. **NO WARRANTIES; NO AGENCY: WE ARE FINANCING THE EQUIPMENT FOR YOU "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS AGREEMENT.** Neither the Vendor nor any other person is our agent, nor are they authorized to waive or change any term of this Agreement. No representation, guaranty or warranty by the Vendor or other person is binding on us. No breach by the Vendor will relieve or excuse your obligations to us. If you entered into a maintenance or service agreement the cost of which is included in the Payments, you acknowledge we are not a party to such agreements and are not responsible for any service, repairs, or maintenance of the Equipment. If you have a dispute with your Vendor about delivery, installation, service or any other matter, you must continue to perform all your obligations, hereunder. Navitas is not an agent or affiliate of the Vendor.

5. **SALE/ASSIGNMENT: YOU MAY NOT SELL, TRANSFER, ASSIGN OR LEASE THE EQUIPMENT OR YOUR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN APPROVAL.** We may sell, assign or transfer this Agreement or any part of it and/or our interest in the Equipment without notifying you and you agree that if we do, (i) the new Secured Party will have the same rights and benefits that we now have but will not have to perform any of our obligations, (ii) the rights of the new Secured Party will not be subject to any claims, defenses or setoffs that you may have against us or the Vendor, and (iii) you will not assert any claims, defenses or setoffs whatsoever against us or the new Secured Party.

6. **SECURITY DEPOSIT:** As security for the performance of all your obligations hereunder, you have deposited with us the amount set forth in the section shown as "Security Deposit". We have the right, but are not obligated, to apply the security deposit at any time to any amount you owe. Provided you have fully performed all of the provisions of this Agreement, we will return to you any then remaining balance of the security deposit. We will not keep the security deposit separate from our general funds and you shall not be entitled to any interest thereon.

7. **CARE, USE AND LOCATION; LOSS:** You are responsible for installing and keeping the Equipment in good working order and repair. You will keep and use the Equipment only for business or commercial purposes and in compliance with all applicable laws, ordinances or regulations and only at your address shown on this Agreement unless we agree to another location. You will not make any alterations to the Equipment without our prior written consent, nor will you permanently attach the Equipment to any real estate. In the event the Equipment is lost, stolen or damaged, so long as you are not in default hereunder, you shall have the option within

TERMS AND CONDITIONS (PAGE 1 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

By signing this Agreement you acknowledge that you have read and understand the terms and conditions on each page of this Agreement, and you warrant that the person signing this Agreement on your behalf has the authority to do so and to grant the power of attorney set forth in Section 13 of this Agreement.

I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF BORROWER:

DocuSigned by:
X: McKinzie Terrill
Signature CAB84FEC437
Print Name & Title: McKinzie Terrill Chairperson
Date Signed: 2/26/2025

ACCEPTED BY SECURED PARTY: NAVITAS CREDIT CORP., at Columbia, South Carolina

By: Trisen Seabrook
Signature
Print Name & Title: Customer Service Representative
Date Accepted: 2/28/25

UNCONDITIONAL GUARANTY:

For the purposes of this Guaranty, "you" and "your" refer to the person making the guaranty. "We", "us" and "our" refer to the Secured Party, our successors or assigns. You acknowledge that you have read and understood the Agreement and this Guaranty and that this is an irrevocable, joint, several and continuing guaranty. You agree that you have an interest in the Borrower's business, economic or otherwise, and that we would not enter into this Agreement without this Guaranty. You unconditionally guaranty that the Borrower will fully and promptly pay all its obligations under the Agreement and any future Agreements with us when they are due and will perform all its other obligations under the Agreement even if we modify or renew the Agreement, or if any payments made by the Borrower are rescinded or returned upon the insolvency, bankruptcy or reorganization of the Borrower, as if the payment had not been made. We do not have to notify you if the Borrower is in default under the Agreement. If the Borrower defaults, you will immediately pay and perform all obligations due under the Agreement. You agree that you will not be released or discharged if we: (i) fail to perfect a security interest in the Equipment or any other property which secures the obligations of Borrower or you to us ("Collateral"); (ii) fail to protect the Collateral; or (iii) abandon or release the Collateral or any obligor under the Agreement or this Guaranty. You agree that we do not have to proceed first against the Borrower or any Collateral. You hereby waive any right of exoneration, notice of acceptance of this Guaranty and of all other notices or demands of any kind in which you may be entitled to except for demand for payment. You will reimburse all expenses we incur in enforcing our rights against Borrower or you, including, without limitation, attorney's fees and costs. We may obtain information from and report to credit reporting agencies to enter into the Agreement or to enforce this Guaranty. You consent to personal jurisdiction, forum, choice of law and jury trial and transfer of venue waiver as stated in section 17. **YOU AND WE EACH WAIVE TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR THIS GUARANTY.** This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X: (signature)
Print Name:
Date Signed:

X: (signature)
Print Name:
Date Signed:

NC06162016EFA

TERMS AND CONDITIONS (PAGE 2 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

one week of such event to: (i) repair or replace the Equipment or (ii) pay to us the unpaid balance of the remaining Payments hereunder discounted to present value at the rate of three percent (3%) (or such greater amount that may be required by law) plus any other amounts due or to become due hereunder. **UNDER NO CIRCUMSTANCES ARE WE RESPONSIBLE FOR SERVICE OR MAINTENANCE ON THE EQUIPMENT.**

8. TAXES: You will pay when due to your appropriate taxing authority, all taxes, fines and penalties relating to this Agreement or the Equipment, and any applicable registration or titling fees or other governmental charges, that are now or in the future assessed or levied by any government authority or required for the lawful possession and use of the Equipment. Sales taxes due upon the purchase of the Equipment and any other such governmental charges, if included in the purchase price, may be financed hereunder.

9. INDEMNITY: We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance, ownership, possession or use of the Equipment. You agree to reimburse us for, hold us harmless from, and defend us against any claims made against us, and for losses or injuries suffered by us, including, without limitation, those arising out of the negligence, tort, or strict liability claims. This indemnity shall continue even after the Term has expired.

10. INSURANCE: You agree to maintain comprehensive liability insurance acceptable to us. You also agree to maintain insurance against the loss of or damage to the Equipment for an amount not less than the replacement cost and name us and our assigns as loss payee. If you fail to timely provide such proof to us, we may, but are not obligated to, obtain property loss insurance to protect our interests in the Equipment. If we secure insurance in the form and amounts we deem reasonable: (i) you will reimburse the premium, which may be higher than a premium that you might pay if you obtained the insurance, (ii) the premium may include a profit to us and/or one of our affiliates through an investment in reinsurance or otherwise, and (iii) we will not name you as an insured party and your interests may not be fully protected. Any insurance proceeds received for the Equipment will be applied, at our option, to repair or replace the Equipment, or to the remaining payments due or that become due hereunder, discounted at three percent (3%) (or such greater amount that may be required by law).

11. DEFAULT: You will be in default if: (i) you do not pay any amount when due; (ii) you break any of your promises or representations hereunder or under any other agreement with us; (iii) you become insolvent, commence dissolution proceedings, assign your assets for the benefit of your creditors, or a trustee is appointed to take control of your assets; (iv) you or any guarantor enters (voluntarily or involuntarily) into a bankruptcy or other insolvency-related proceeding; (v) you default on any obligations to any of your other creditors; (vi) you have made any untrue or misleading representations to us; (vii) any guarantor dies; or (viii) you change your name, state of organization, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change.

12. REMEDIES: In the event of a default by you, we can: (i) cancel this Agreement; (ii) declare you in default under any other agreement you have with us, and exercise any or all remedies provided to us thereunder; (iii) disable the Equipment or require that you ship the Equipment to us at your expense; (iv) accelerate and demand that you pay all the remaining Payments due under this Agreement discounted to present value at three percent (3%) (or such greater amount that may be required by law) together with any other amounts due hereunder; and/or (v) pursue any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. Interest shall accrue on all amounts due us from the date of default until paid at the rate of the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum rate permitted by law ("Remedy Interest Rate"). You agree to reimburse us for all charges, costs, expenses and attorney's fees that we have to pay to enforce this Agreement. If you return the Equipment pursuant to clause "(iii)" above or we take possession of the Equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling or leasing the Equipment. You agree that we do not have to notify you that we are selling or leasing the Equipment except as otherwise required by law. You also agree that we are entitled to abandon the Equipment if we believe it to be in our best interest.

13. BORROWER REPRESENTATIONS AND OTHER AUTHORIZATIONS: You hereby represent, warrant and promise to us that: (i) you have had an adequate opportunity to study this Agreement and consult your legal and other advisors before signing, and this Agreement is enforceable against you in accordance with its terms; (ii) you are not subject to any bankruptcy proceeding; and (iii) if this document was sent by you to us electronically, it has not been altered in any way and any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. You hereby authorize us, and appoint us or our designee as your attorney-in-fact, to endorse insurance proceeds and to execute and file financing statements (naming you as "Debtor") and documents of title and registration (if applicable) on the Equipment or Collateral, and you agree to reimburse us for our out-of-pocket costs relating thereto.

14. FEES AND CHARGES: If any part of any Payment is not made by you when due, you agree to pay us fifteen percent (15%) of each past due amount (or the maximum amount permitted by law, if less than 15%). You agree to pay an administrative fee of fifty dollars (\$50.00) if any check or ACH is dishonored or returned. **AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS AGREEMENT AND FINANCE YOUR EQUIPMENT, YOU AGREE THAT IF ANY PAYMENT, CHARGE OR FEE BILLED OR COLLECTED BY US IS FOUND TO EXCEED THE MAXIMUM AMOUNT ALLOWED BY LAW, THEN (I) WE MAY MODIFY ANY SUCH EXCESSIVE AMOUNT BILLED SO AS TO MAKE IT NOT EXCESSIVE, (II) WE MAY REFUND TO YOU THE EXCESSIVE AMOUNT, TOGETHER WITH INTEREST AT THE "REMEDY INTEREST RATE" (AS DEFINED IN SECTION 12), AND (III) THE FOREGOING SHALL BE YOUR EXCLUSIVE REMEDY FOR THE BILLING OR COLLECTING OF THE EXCESSIVE AMOUNTS AND YOU WILL NOT RAISE ANY OTHER CLAIM, COMPLAINT OR OBJECTION WITH RESPECT THERETO.**

15. ENTIRE AGREEMENT; CHANGES: This Agreement contains the entire agreement between you and us relating to the financing of the Equipment, and it may not be terminated or otherwise changed except in writing by both of us. A limiting endorsement on a check or other form of payment will not be effective to modify your obligations or any of the other terms of this Agreement, and we may apply any payment received without being bound by such limiting endorsements.

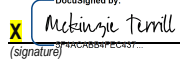
16. COMPLIANCE; NOTICES: In the event you fail to comply with any terms of this Agreement, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expense in causing your compliance, shall become additional obligations and shall be paid by you together with the next due payment. This Agreement is for the benefit of and is binding upon you, your personal representatives, successors and assigns. Any notice required by this Agreement or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (i) deposited with the US Postal Service, (ii) transmitted by facsimile or through the Internet, provided there is reasonably sufficient proof that it was received by the intended recipient; or (iii) has been personally delivered.

17. CHOICE OF LAW; JURISDICTION: THIS AGREEMENT SHALL NOT BE BINDING UNTIL IT IS ACCEPTED BY US IN WRITING, AND YOU HEREBY STIPULATE THAT OUR ACCEPTANCE AND SIGNING OF THIS AGREEMENT IN SOUTH CAROLINA FOLLOWING YOUR SIGNATURE MEANS THAT THIS AGREEMENT WAS MADE IN SOUTH CAROLINA. YOU HEREBY ACKNOWLEDGE THAT OUR ACCOUNT SERVICING OPERATIONS (INCLUDING THOSE SERVICING YOUR ACCOUNT) ARE LOCATED IN SOUTH CAROLINA. YOU HEREBY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA, BUT WITHOUT GIVING EFFECT TO THE LAWS OF SOUTH CAROLINA GOVERNING CHOICE OF LAW. YOU CONSENT TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF SOUTH CAROLINA FOR THE COUNTY OF LEXINGTON, AND AGREE THAT ANY ACTIONS OR PROCEEDINGS INITIATED BY YOU ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT (WHETHER SOUNDING IN BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL BE BROUGHT ONLY IN SUCH COUNTY IN SOUTH CAROLINA; PROVIDED HOWEVER, WE MAY BRING ACTION AGAINST YOU IN ANY STATE OR FEDERAL COURTS OUTSIDE SOUTH CAROLINA WE CHOOSE IN OUR SOLE DISCRETION, PROVIDED ONLY THAT SUCH COURT HAS PROPER JURISDICTION. IN THE EVENT THIS AGREEMENT IS ASSIGNED BY US, YOU CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. YOU UNDERSTAND THAT YOUR AGREEMENT TO SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA DIRECTLY BENEFITS US AND IS A MATERIAL INDUCEMENT TO OUR ENTERING INTO THIS AGREEMENT AND FINANCING YOUR EQUIPMENT. YOU AND WE EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER BROUGHT IN CONTRACT OR TORT, OR AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

18. MISCELLANEOUS: No delay or failure by us to enforce our rights under this Agreement shall prevent us from enforcing any rights at a later time. If any part of this Agreement is determined to be unenforceable, all other parts will remain in full force and effect. Any Equipment discounts we may negotiate with Vendor accrue solely to our benefit. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature, and our electronic or original signature.

PAY PROCEEDS DIRECTION TO FINANCE AGREEMENT

You hereby irrevocably instruct us to pay the Vendor(s) listed below for the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment has been delivered and is acceptable in all respects OR the Equipment has NOT been delivered but you hereby authorize us to make payment to the Vendor(s) in order to initiate delivery. Disbursement by us in accordance with the foregoing instructions shall constitute payment and delivery to and receipt by you of any and all such proceeds.

DocuSigned by:  (signature)	Print Name & Title: McKinzie Terrill chairperson	Date Signed: 2/26/2025
I hereby authorize, in my absence,	Telephone # 3212310757	,to verify my direction to disburse funds.
Vendor: Legacy Construction Services Group Inc	Vendor:	Vendor:



Progress Payment Agreement

Lessee/Borrower/Rentee: Willowbrook Community Development District

Agreement #: 41411712

In reference to the Agreement # **41411712**, between Lessee/Borrower/Rentee and Navitas Credit Corp. as Lessor/Secured Party/Rentor:

You negotiated with your supplier, **Legacy Construction Services Group Inc ("Supplier")**, to acquire the equipment described in the Agreement (the "Agreement"). Your Supplier requires the payment of all or a substantial portion of the total cost of the equipment (the "Equipment Advance") to be paid to Supplier prior to your receipt and acceptance of the equipment. At your request, we will advance the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment when we receive an invoice acceptable to us, but only on the condition that you agree to the following terms:

To induce us to make the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment, **YOU AGREE THAT YOUR OBLIGATIONS (INCLUDING YOUR PAYMENT OBLIGATIONS) UNDER THE AGREEMENT HEREBY IMMEDIATELY COMMENCE. YOU FURTHER AGREE THAT THE AGREEMENT IS NON-CANCELABLE AND THAT YOU WILL TIMELY PERFORM ALL OF YOUR OBLIGATIONS UNDER THE AGREEMENT, INCLUDING MAKING THE MONTHLY PAYMENTS, WITHOUT ANY CLAIM OF SET-OFF, EVEN IF: (a) SOME OR ALL OF THE EQUIPMENT IS NOT DELIVERED AND/OR INSTALLED; (b) THE EQUIPMENT IS UNTIMELY DELIVERED AND/OR UNTIMELY INSTALLED; AND/OR (c) THE EQUIPMENT DOES NOT, AT THE TIME OF DELIVERY OR THEREAFTER, OPERATE PROPERLY OR THERE IS ANY OTHER NONCONFORMANCE IN THE EQUIPMENT OR IN ANY SERVICE.**

You acknowledge that you understand and agree that in the event you are not satisfied with the delivery or installation of the equipment that you shall only look to persons other than Lessor/Secured Party/Rentor such as the manufacturer, installer, or Supplier and shall not assert against Lessor/Secured Party/Rentor any claim or defense you may have with reference to the equipment, its delivery or non-delivery, or its installation. Upon your signing below, you authorize and direct us to pay the Equipment Advance to your Supplier and your promises under the Agreement will be irrevocable and unconditional in all respects and payments shall begin immediately and shall be due continuously hereafter.

A facsimile, electronic, or original copy of your signature on this Agreement bearing our original or electronic authorized signature will be treated as an original.

NAVITAS CREDIT CORP.
Lessor/Secured Party/Rentor

Signature


Tristen Seabrook
Customer Service Representative

Title

Date

2/28/25

Willowbrook Community Development District
Lessee/Borrower/Rentee

DocuSigned by:

Signature 5F4ACAB4FEC437...

Chairperson

Title

2/26/2025

Date



NON-APPROPRIATION OF FUNDS ADDENDUM

This Addendum will become part of that certain Lease/Finance/Rental Agreement ("Agreement") # **41411712** dated **2/26/2025**, between **Willowbrook Community Development District** as Lessee/Borrower/Rentee and **Navitas Credit Corp.** as Lessor/Secured Party/Rentor.

You hereby represent and warrant to Us that as of the date of the Agreement, and throughout the Agreement Term: (a) the individual who executed the Agreement had at the time of execution of the Agreement full power and authority to execute the agreement; and that all required procedures necessary to make the Agreement legal and binding obligation of the Agreement have been followed; (b) the Equipment is essential to the immediate performance of an authorized governmental or proprietary function and shall be used during the Agreement Term by You and only to perform such function; (c) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted and unencumbered appropriation.

In the event You are not granted funds in future fiscal years for the Equipment subject to the Agreement or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to You to pay the payment and other payments due under the Agreement, and there is no other legal procedure or available funds by or with which payments can be made to Us, and the appropriation did not result from an act or omission by You, You shall have the right to return the Equipment in accordance with the terms of the Agreement and terminate the Agreement on the last day of the fiscal period for which appropriations were received. At least thirty (30) days prior to the end of Your fiscal year, Your legal counsel shall certify in writing that (a) funds have not been appropriated for the next fiscal year; (b) such non-appropriation did not result from any act or failure to act by You; and (c) You have exhausted all funds legally available for payment of rent. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature, and our electronic or original signature.

Navitas Credit Corp.
District

Lessor/Secured Party/Rentor:

Signature

Trisen Seabrook
Customer Service Representative

Title

2/28/25

Date

Willowbrook Community Development

Lessee/Borrower/Rentee:

Signature

McKinzie Tennill
SEAFACABB4FEC437...

Chairperson

Title

2/26/2025

Date



EQUIPMENT ACCEPTANCE AND CONTRACT ACTIVATION

COMPANY LEGAL NAME: Willowbrook Community Development District

Thank you for your business! This is the Equipment Acceptance and Contract Activation for your new lease, finance or rental agreement with Navitas Credit Corp. We would like to review a few things with you before we commence your contract and pay your vendor. For your protection, please provide us the following information:

- Please provide your Federal Tax ID Number 93-4668725

VENDOR AND EQUIPMENT INFORMATION:

Vendor Name: Legacy Construction Services Group Inc

Equipment being financed: Playground Per Invoice #6210

Equipment Location: 2818 Adeline Ave Winter Haven FL 33881

- Is the above Equipment Location correct? Yes, location shown is correct

If no, enter the Equipment Location address here:

Please confirm your Company's billing address: 219 East Livingston Street, Orlando, FL 32801

- As per your executed Progress Payment Agreement, at your request, we will advance funds to your vendor prior to the receipt and acceptance of the equipment. Upon your authorization we will advance 100% of the transaction immediately.

- Do you authorize us to release funds to your vendor? Yes- Release Funds

If you are withholding authorization, please state your reason here:

By authorizing us to release funds to your vendor, we want to emphasize that regardless of when the equipment is received, the contract begins in full and is non-cancellable. You hereby acknowledge that you have no side agreement with the vendor regarding your obligation under the contract, nor is the vendor making any payments on your behalf to us.

ACH - MONIES DUE and FUTURE PAYMENTS

If you have provided us with your ACH information in your previously signed Document Package, your Advance Monies Due per your Contract will be debited TODAY.

If you were required to, or have chosen to have ALL FUTURE payments made through ACH, the next draft from your account will be drafted next month on your due date. Please refer to the chart below for your approximate payment due date.

Funding Date	Due Date
29th-5th	1st of the Month
6th - 12th	10th of the Month
13th-22nd	15th of the Month
23rd-28th	25th of the Month

TAXES AND INVOICING

- To ensure you meet any tax obligations you may have under this contract, we will bill you taxes as required UNLESS you provide us with a valid Tax Exemption Certificate. You may send it to your Sales Representative or contact the Customer Service department at 888-978-6353. If your contract is a Finance Agreement, taxes are not applicable.
- To receive your invoice electronically, please provide your preferred email address. invoices@gmscf1.com
- Please provide us the Accounts Payable contact name: Carol wright

Accounts Payable Phone Number: (407) 841-5524

Accounts Payable Email address: cwright@gmscf1.com

By signing below, you confirm all changes or answers provided. If applicable, you authorize Lessor/Secured Party/Rentor to make such changes to your contract. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature.

DocuSigned by:

Mckinzie Terrill

Mckinzie Terrill

Chairperson

2/26/2025

Signature

Name

Title

Date Signed



Corporate Guaranty

Lessee/Borrower/Rentee: Willowbrook Community Development District

Agreement #:41411712

To induce **NAVITAS CREDIT CORP.** ("Lessor/Secured Party/Rentor") to lease, rent, or finance equipment to the above named ("Lessee/Borrower/Rentee") pursuant to the terms of the Agreement, which is also referenced above:

1. The undersigned hereby absolutely and unconditionally Guarantees to Lessor/Secured Party/Rentor full and prompt payment and performance when due of each and every obligation of Lessee/Borrower/Rentee under the Agreement.
2. The undersigned hereby waives: (i) notice of the acceptance hereof by Lessor/Secured Party/Rentor and of the creation and existence of the Agreement, and (ii) any and all defenses otherwise available to a guarantor or accommodation party.
3. This Guaranty is absolute and unconditional, and the liability of the undersigned hereunder shall not be affected or impaired in any way by any of the following, each of which Lessor/Secured Party/Rentor may agree to without the consent of the undersigned: (a) any extension or renewal of the Agreement whether or not for longer than the original period; (b) any change in the terms of payment or other terms of the Agreement or any collateral therefore or any exchange, release of, or failure to obtain any collateral therefore; (c) any waiver of forbearance granted to Lessee/Borrower/Rentee or any other person liable with respect to the Agreement or any release of, compromise with, or failure to assert rights against Lessee/Borrower/Rentee or any such other person; and (d) the application or failure to apply in any particular manner any payments or credits on the Agreement or any other obligation Lessee/Borrower/Rentee may owe to Lessor/Secured Party/Rentor.
4. Lessor/Secured Party/Rentor shall not be required before exercising and enforcing its rights under the Guaranty first to resort for payment under the Agreement to Lessee/Borrower/Rentee or to any other person or to any collateral. The undersigned agrees not to obtain reimbursement or payment from Lessee/Borrower/Rentee or any other person obligated with respect to the Agreement or from any collateral for the Agreement until the obligations under the Agreement have been fully satisfied.
5. The undersigned shall be and remain liable for any deficiency following the initiation of bankruptcy or other insolvency actions affecting the Agreement or the Lessee/Borrower/Rentee, whether or not the liability of the Lessee/Borrower/Rentee is discharged in whole or in part by such action.
6. The undersigned authorizes Lessor/Secured Party/Rentor to execute and file a Uniform Commercial Code (UCC) financing statement evidencing your obligation hereunder, and agrees to pay all costs, expenses and attorney's fees paid or incurred by Lessor/Secured Party/Rentor in endeavoring to enforce the Agreement and this Guaranty.
7. If any payment from the Lessee/Borrower/Rentee or anyone else is applied to the Agreement and is thereafter set aside, recovered, rescinded, or required to be returned for any reason (including as a preference in the bankruptcy of Lessee/Borrower/Rentee), the obligations under the Agreement to which such payment was applied shall for purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such obligations as fully as if such application had never been made.
8. If more than one entity signs this Guaranty, then the liability of the undersigned hereunder shall be joint and several, and this Guaranty shall be enforceable in full against each of the undersigned.
9. This Guaranty shall be binding upon the estate, heirs, successors and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of Lessor/Secured Party/Rentor.
10. **Consent to Law, Jurisdiction and Venue.** If the Lessor/Secured Party/Rentor assigns the Agreement to a third party, then any claim arising under or related to this Guaranty will be adjudicated in a state or federal court located within the county and state where the assignee is located. If the Agreement is not assigned, then the Guarantor agrees that this agreement will be governed by the laws of the State of South Carolina, where the Lessor/Secured Party/Rentor maintains offices and consents to adjudication in that state. Each party waives trial by jury. This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

Guarantor: Krpc Willowbrook, Llc
(Name of Corporation or Partnership)

Federal Tax ID Number: 92-4020415

Date: 2/26/2025

DocuSigned by:
Allan Keen
(Authorized Signature)
Allan Keen Manager
(Print Name & Title)
Phone Number: 4076454400



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
2/12/2025	

Date	Invoice #
2/12/2025	6210
Terms	Project
	Willowbrook South playgr...

Bill To
Willowbrook Community Development District 219 E. Livingston St. Orlando, FL 32801

Ship to:
WillowbrookCommunity
Development District
2818 Adeline Ave
Winter Haven, FL 33881



Qty	Item	Description	Amount
		Supply and Install the following: 1. Playground design Figgs Landing, plastic borders plus 1x half ramp into the wood mulch surfacing, four 6ft benches, loop bike rack in ground and 1x receptacle with lid and liner 2. Shade structure, 20x30x10 Hip Shade, baseplates with two 6ft picnic tables 3. Dog Park welcome sign, pet waste station, 2 benches w back, 32 gal receptacle with lid liner 4. WB North seating area with 6ft park bench, receptacle and bike rack included, see design page 5. permitting included	
		PLAY EQUIPMENT	
1	QS-23-PKP012N	Figgs Landing - Neutral	22,061.60
	CLR	Colors: Neutral colors	0.00
1	Shipping	Combined Shipping and Freight Charges	2,760.00
		SITE FURNISHINGS	
2	22-T6RC	6' Regal Rectangular Portable Table	2,861.02
7	22-B6WBRCS	6' Regal Standard Bench with Back, In-Ground Mount	5,397.32
	CLR	Colors: black frame, green coatings	0.00
3	22-TR32	32 Gallon Regal Standard Trash Receptacle, Receptacle Only	1,610.20
	CLR	Colors: black frame, green coating	0.00
3	22-LINER32-BLACK	Plastic Liner - Black Color	321.50
3	22-DOME32 BLACK	Plastic Dome Top for 32 Gallon Receptacles - Black Color	643.51
2	22-MSBR3XX	Wave Bike Rack, 3-Hump, In-Ground Mount	1,540.46

		Subtotal:
		Sales Tax: (7.5%)
		Balance Due:
		Credits:
		Balance Due:



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
2/12/2025	

Date	Invoice #
2/12/2025	6210
Terms	Project
	Willowbrook South playgr...

Bill To
Willowbrook Community Development District 219 E. Livingston St. Orlando, FL 32801



Qty	Item	Description	Amount
	CLR	Colors: green	0.00
1	Shipping	Combined Shipping and Freight Charges	1,570.40
		*SHADES**	
1	CSSD	Custom Shade Design RD203010SG Hip Shade (config prop 94126)	9,746.90
	CLR	Colors: frame brown, Fabric forest green	0.00
1	ENGDRAW	Engineered Drawings for Permitting	840.00
1	Shipping	Combined Shipping and Freight Charges	1,043.00
		DOG PARK	
1	22-PBARK-477	Essential Welcome Sign	299.00
1	CPE	P-BARK-467 Pet Waste Station Square receptacle, Inground, green	584.69
1	Shipping	Combined Shipping and Freight Charges	1,319.98
		SURFACING MATERIALS	
94	EWFM	Engineered Wood Fiber Playground Mulch	4,700.00
46	2BY2412	12" Border Timber With Spike	1,426.00
1	2BY2HR12-V	ADA Half Ramp Flush Mount 12"	399.00
1	Shipping	Combined Shipping and Freight Charges	2,466.20
		RAW MATERIALS	
300	RBAR5	No. 5 Rebar	375.00
12	RMC	Ready Mix Concrete 2500 PSI MIN	2,400.00
42	FBLOCK	Footer Blocks	157.50

		Subtotal:
		Sales Tax: (7.5%)
		Balance Due:
		Credits:
		Balance Due:



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Invoice

Due Date	P.O. No.
2/12/2025	

Date	Invoice #
2/12/2025	6210
Terms	Project
Net 30	Willowbrook South playgr...

Bill To
Willowbrook Community Development District 219 E. Livingston St. Orlando, FL 32801



Qty	Item	Description	Amount
72	CC80	Concrete for Anchoring - Delivered Cost	604.80
		LABOR, RENTALS, INSTALLATION	
1	22-Rentals	Misc rentals for construction (excavator, forklift, dumpster, man-lift, conc pump)	2,800.00
1	DEL FEE	Equipment Delivery / Pick Up Fees	300.00
1	LBR	Labor and Installation- all items	25,961.25
1	ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	2,000.00
1	DSC	Discount	-1,500.00

		Subtotal:	\$94,689.33
		Sales Tax: (7.5%)	\$0.00
		Balance Due:	\$94,689.33
		Credits:	\$0.00
		Balance Due:	<u>\$94,689.33</u>

SECTION VIII

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Allan Keen, as Manager of KRPC Willowbrook, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Allan Keen, as Manager for Developer am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Willowbrook Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and Henkelman Construction, Inc. ("**Contractor**"), dated March 11, 2025, including all change orders approved to date, and attached hereto as **Exhibit A**, either
 - a. X was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or
 - b. _____ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.

(iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.

(iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes*, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.

- (v) The Contractor has:
 - a. X furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or
 - b. _____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or
 - c. _____ Developer will furnish a demand note agreement in satisfactory form to the District.

- (vi) Developer

- a. X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or
- b. has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.

(vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of March 2025.

KRPC Willowbrook, LLC

By: _____
Name: Allan Keen

[Print Name]

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of March _____, 2025, by Allan Keen, as Manager of KRPC Willowbrook, LLC, who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Henkelman Construction, Inc. ("**Contractor**"), hereby agrees as follows:

- (i) The agreement between KRPC Willowbrook, LLC and Contractor dated March 11, 2025 ("**Contractor Agreement**") has been assigned to the Willowbrook Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. X Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ____ day of March, 2025.

Henkelman Construction, Inc.,
a Florida corporation

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of March ____, 2025, by _____, as _____ of Henkelman Construction, Inc., who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**ADDENDUM (“ADDENDUM”) TO CONTRACTOR AGREEMENT (“CONTRACT”)
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT**

1. ASSIGNMENT. This Addendum applies to that certain contract between the Willowbrook Community Development District (“**District**”) and Henkelman Construction, Inc. (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. Further, at the time of the assignment of the Contract, Contractor shall execute the AIA Document A201™–2017, which shall become the Contract, together with this Addendum.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond. A form of the payment and performance bond is attached at **Exhibit F**.

3. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.

b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials (“**Direct Purchase Materials**”) necessary for the work directly from the suppliers to take advantage of District’s tax-exempt status.

c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials and verify the exact manner, method, and requirements for acquiring any such Direct Purchase Materials.

d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property Contractor will use in the identified public works; (2) the vendor’s invoice will be issued directly to the District; (3) payment of the vendor’s invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.

h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all materials and products.

i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

4. NOTICES. Notices provided to the District pursuant to the Contract shall be provided as follows:

District: Willowbrook Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Ave
Tallahassee, Florida 32301
Attn: District Counsel

5. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), *Florida Statutes*, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If Contractor is found to have submitted a false certification as provided in section 287.135(5), *Florida Statutes*, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

6. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

7. **TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

8. **DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

9. **ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Contractor certifies, by acceptance of this Addendum, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, attached hereto as **Exhibit E** and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

HENKELMAN CONSTRUCTION, INC.,
a Florida corporation

By: _____
Its: _____

WILLOWBROOK
COMMUNITY DEVELOPMENT DISTRICT

By: McKenzie Terrill
Its: Chairperson, Board of Supervisors

Exhibit A: Scrutinized Companies Statement
Exhibit B: Public Entity Crimes Statement
Exhibit C: Trench Safety Act Statement
Exhibit D: Discrimination Statement
Exhibit E: Anti-Human Trafficking Affidavit
Exhibit F: Form of Payment and Performance Bonds

EXHIBIT A
SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS
LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Henkelman Construction, Inc. by _____
_____(print individual's name and title) for Willowbrook Community Development
District _____(print name of entity submitting sworn statement) whose business address is c/o Governmental
Management Services – Central Florida, 219 East Livingston Street, Orlando, FL 32801.
2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with KRPC Willowbrook, LLC, to the Willowbrook Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
4. The entity will immediately notify the Willowbrook Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____, as _____ of _____ Henkelman Construction, Inc., a Florida corporation.

Signature of Notary Public taking acknowledgement

(SEAL)

EXHIBIT B
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Willowbrook Community Development District.
2. I, _____, am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for Henkelman Construction, Inc., ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____

-
4. Contractor's Federal Employer Identification Number (FEIN) is _____

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2025.

By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____ of Henkelman Construction, Inc., who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.

Notary Public, State of Florida

EXHIBIT C
TRENCH SAFETY ACT COMPLIANCE STATEMENT
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that The Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:
_____ Dollars \$ _____
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2025.

Contractor: **Henkelman Construction, Inc.**

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____ of Henkelman Construction, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, the Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of _____, 2025.

Contractor: **Henkelman Construction, Inc.**

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____ of Henkelman Construction, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT D
SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), *FLORIDA STATUTES*,
ON DISCRIMINATION
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Willowbrook Community Development District.
2. I, _____ (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ (print individual's title) for Henkelman Construction, Inc. ("Contractor") and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is _____.
4. Contractor's Federal Employer Identification Number (FEIN) is _____.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of an entity that discriminated; or
 - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

____ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____ of Henkelman Construction, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

EXHIBIT E
ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of Henkelman Construction, Inc., a Florida corporation (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Contractor: **Henkelman Construction, Inc.**

By: _____
Name: _____
Title: _____
Dated: _____, 2025

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____ of Henkelman Construction, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

EXHIBIT F

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

SURETY (Name and Address of Principal Place of Business
and Phone Number):

OWNER: Willowbrook Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Phone: (407) 841-5524

CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties,
if required.)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount

of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

SURETY (Name and Address of Principal Place of Business
and Phone Number):

OWNER: Willowbrook Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Phone: (407) 841-5524

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties,
if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to promptly pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made

under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

- 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1.Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2.Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3.Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (engineer or other party)

DRAFT

SECTION IX

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Steve Rosser, as Manager of KRPC Willowbrook, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

(i) I, Steve Rosser, as Manager and authorized representative for Developer am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Willowbrook Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).

(ii) The agreement ("**Contractor Agreement**") between Developer and Jon M Hall Company, LLC ("**Contractor**"), dated April ____, 2025, including all change orders approved to date, and attached hereto as **Exhibit A**, either

a. X was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or

b. ____ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.

(iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.

(iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes*, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit G**.

(v) The Contractor has:

a. X furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit G**, or

b. ____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or

c. _____ Developer will furnish a demand note agreement in satisfactory form to the District.

(vi) Developer

a. X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or

b. _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit F**.

(vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of April 2025.

KRPC Willowbrook, LLC

[Print Name]

By: _____
Name: Steve Rosser, Manager

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of April 2025, by Steve Rosser, as Manager of KRPC Willowbrook, LLC, who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**Willowbrook
Community Development District**

Witness

Print Name of Witness

Chairman, Board of Supervisors

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of April 2025, by McKenzie Terrill, Chairperson of the Willowbrook Community Development District, who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Jon M Hall Company, LLC ("**Contractor**"), hereby agrees as follows:

- (i) The agreement between KRPC Willowbrook LLC and Contractor April _____, 2025 ("**Contractor Agreement**"), has been assigned to the Willowbrook Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. ☒ Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. _____ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ____ day of April 2025.

JON M HALL COMPANY, LLC,
a Florida limited liability company

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April 2025, by _____, as _____ of Jon M Hall Company, LLC, who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**ADDENDUM (“ADDENDUM”) TO CONTRACTOR AGREEMENT (“CONTRACT”)
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT**

1. ASSIGNMENT. This Addendum applies to that certain contract between the Willowbrook Community Development District (“**District**”) and Jon M Hall Company, LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, governing board, agents, staff, and representatives shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, 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. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida’s Local Government Prompt Payment Act, sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment. Further, the District shall hold retainage up to 5% of each pay application, consistent with Chapters 218 and 255, *Florida Statutes*.

5. INDEMNIFICATION. Contractor’s indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract,

the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable and were included as part of the bid and/or assignment documents. Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

6. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.

b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("Direct Purchase Materials") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.

c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials and verify the exact manner, method, and requirements for acquiring any such Direct Purchase Materials.

d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.

h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all materials and products.

i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

7. PUBLIC RECORDS. Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM.

8. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida

Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. NOTICES. Notices provided to the District pursuant to the Contract shall be provided as follows:

District: Willowbrook Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Ave
Tallahassee, Florida 32301
Attn: District Counsel

10. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), *Florida Statutes*, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit C**. If Contractor is found to have submitted a false certification as provided in section 287.135(5), *Florida Statutes*, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

11. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

12. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit E**.

13. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit F**.

14. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, *FLORIDA STATUTES*, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

JON M HALL COMPANY, LLC,
a Florida limited liability company

Witness

By: _____
Its: _____

Print Name of Witness

**WILLOWBROOK
COMMUNITY DEVELOPMENT DISTRICT**

Witness

By: McKenzie Terrill
Its: Chairman, Board of Supervisors

Print Name of Witness

Exhibit A: Contractor Proposal
Exhibit B: Assignment Addendum
Exhibit C: Scrutinized Companies Statement
Exhibit D: Public Entity Crimes Statement
Exhibit E: Trench Safety Act Statements
Exhibit F: Discrimination Statement
Exhibit G: Performance Bond
Exhibit H: Payment Bond
Exhibit I: Willowbrook South Ph. 2 Infrastructure | Revised Pricing, Rev. 1 dated 3-18-25
Exhibit J: Geotechnical Report dated 7-28-23
Exhibit K: Sheet Index 3-18-25
Exhibit L: PH 2 Asphalt 3-18-25
Exhibit M: PH 2 Concrete 3-18-25
Exhibit N: PH 2 Curb 3-18-25
Exhibit O: PH 2 Grassing 3-18-25

EXHIBIT C
SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS
LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Willowbrook Community Development District by _____ (print individual's name and title) for Jon M Hall Company, LLC (print name of entity submitting sworn statement) whose business address is 1400 Martin Luther King Jr. Boulevard, Sanford, Florida 32771.
2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with KRPC Willowbrook, LLC to the Willowbrook Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
4. The entity will immediately notify the Willowbrook Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of April 2025, by _____, as _____ of Jon M Hall Company, LLC.

Signature of Notary Public taking acknowledgement

(SEAL)

EXHIBIT D
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Willowbrook Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for Jon M Hall Company, LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 1400 Martin Luther King Jr. Boulevard, Sanford, Florida 32771.
4. Contractor's Federal Employer Identification Number (FEIN) is 59-1748765.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement:
N/A.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of April 2025.

Subcontractor: _____

By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April 2025, by _____ of Jon M Hall Company, LLC, who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.

Notary Public, State of Florida

EXHIBIT E
TRENCH SAFETY ACT COMPLIANCE STATEMENT
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that The Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:

(Written) Dollars \$ _____ (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of April, 2024.

Contractor: **JON M HALL COMPANY, LLC**

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of April 2025, by _____ of Jon M Hall Company, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of April 2025.

Contractor: **JON M HALL COMPANY, LLC**

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of April 2025, by _____ of Jon M Hall Company, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT F
SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), *FLORIDA STATUTES*,
ON DISCRIMINATION
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Willowbrook Community Development District.
2. I, _____ (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ (print individual's title) for Jon M Hall Company, LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.

3. Contractor's business address is 1400 Martin Luther King Jr. Boulevard, Sanford, Florida 32771.

4. Contractor's Federal Employer Identification Number (FEIN) is 59-1748765.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.

6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.

7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:

- a. A predecessor or successor of an entity that discriminated; or
- b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

____ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April 2025, by _____ of Jon M Hall Company, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

EXHIBIT G
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

Jon M Hall Company, LLC
1400 Martin Luther King Jr. Boulevard
Sanford, Florida 32771
Phone: (407) 215-0410

SURETY (Name and Address of Principal Place of Business
and Phone Number):

OWNER: Willowbrook Community Development District
c/o GMS – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Phone: (407) 841-5524

CONTRACT

Date: _____

Amount: \$2,332,403.29

Description (Name and Location): Willowbrook Community Development District – South Construction Phase 2 – Winter Haven, Florida

BOND

Bond Number: _____

Date (Not earlier than Contract Date): _____

Amount: \$2,332,403.29

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Jon M Hall Company, LLC

Signature: _____ (Seal)

Name and Title: _____

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____ (Seal)

Name and Title: _____

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title: _____

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of

the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

EXHIBIT H
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

Jon M Hall Company, LLC
1400 Martin Luther King Jr. Boulevard
Sanford, Florida 32771
Phone: (407) 215-0410

SURETY (Name and Address of Principal Place of Business
and Phone Number):

OWNER: Willowbrook Community Development District
c/o GMS – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Phone: (407) 841-5524

CONTRACT

Date: _____

Amount: \$2,332,403.29

Description (Name and Location): Willowbrook Community Development District – South Construction Phase 2 – Winter Haven, Florida

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount: \$2,332,403.29

Modifications to this Bond Form:

This Bond is hereby amended so that the provisions and limitations of Section 255.05, *Florida Statutes*, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Jon M Hall Company, LLC

Signature: _____ (Seal)

Name and Title: _____

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title: _____

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title: _____

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to promptly pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1.Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2.Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3.Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker: Owner's Representative (engineer or other party):
--

**DEVELOPER'S AFFIDAVIT AND AGREEMENT
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned, personally appeared Steve Rosser, as Manager of KRPC Willowbrook, LLC ("**Developer**"), who, after being first duly sworn, deposes and says:

(i) I, Steve Rosser, as Manager and authorized representative for Developer am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Willowbrook Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).

(ii) The agreement ("**Contractor Agreement**") between Developer and Jon M Hall Company, LLC ("**Contractor**"), dated April ____, 2025, including all change orders approved to date, and attached hereto as **Exhibit A**, either

a. X was competitively bid prior to its execution and represents a fair, competitive and reasonable price for the work involved; or

b. ____ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.

(iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, hold harmless and defend the District and its successors, assigns, agents, employees, staff, contractors, officers, governing board members, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement. Such indemnification does not negate the responsibilities of the District or the Contractor in performance of its requirements under the Agreement or Florida law.

(iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes*, and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit G**.

(v) The Contractor has:

a. X furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit G**, or

b. ____ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*; or

c. _____ Developer will furnish a demand note agreement in satisfactory form to the District.

(vi) Developer

a. X represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or

b. _____ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit F**.

(vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of April 2025.

KRPC Willowbrook, LLC

By: _____
Name: Steve Rosser, Manager

[Print Name]

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April 2025, by Steve Rosser, as Manager of KRPC Willowbrook, LLC, who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**Willowbrook
Community Development District**

Witness

Print Name of Witness

Chairman, Board of Supervisors

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April 2025, by McKenzie Terrill, Chairperson of the Willowbrook Community Development District, who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF
ASSIGNMENT AND RELEASE
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT**

For ten dollars and such additional good and valuable consideration received in hand, the receipt and sufficiency of which are hereby acknowledged, Jon M Hall Company, LLC ("**Contractor**"), hereby agrees as follows:

- (i) The agreement between KRPC Willowbrook LLC and Contractor April _____, 2025 ("**Contractor Agreement**"), has been assigned to the Willowbrook Community Development District ("**District**"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
 - a. ☒ Contractor has furnished and recorded a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
 - b. _____ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Contractor Agreement.
- (iii) Contractor represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this ____ day of April 2025.

JON M HALL COMPANY, LLC,
a Florida limited liability company

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of April 2025, by _____, as _____ of Jon M Hall Company, LLC, who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

**ADDENDUM (“ADDENDUM”) TO CONTRACTOR AGREEMENT (“CONTRACT”)
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT**

1. ASSIGNMENT. This Addendum applies to that certain contract between the Willowbrook Community Development District (“**District**”) and Jon M Hall Company, LLC (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, Contractor shall execute, deliver to the District, and record in the public records of Polk County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, as against the District or the District’s property, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

3. INSURANCE. In addition to the existing additional insureds under the Contract, the District, its officers, governing board, agents, staff, and representatives shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, 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. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

4. LOCAL GOVERNMENT PROMPT PAYMENT ACT. Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*. To the extent the Contract is inconsistent in any way with Florida’s Local Government Prompt Payment Act, sections 218.70 – 218.80, *Florida Statutes*, such Act shall control, and the Contract, together with this Addendum, shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment. Further, the District shall hold retainage up to 5% of each pay application, consistent with Chapters 218 and 255, *Florida Statutes*.

5. INDEMNIFICATION. Contractor’s indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract,

the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees bears a reasonable commercial relationship to the Contract and are enforceable and were included as part of the bid and/or assignment documents. Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

6. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.

b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("Direct Purchase Materials") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.

c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials and verify the exact manner, method, and requirements for acquiring any such Direct Purchase Materials.

d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.

h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all materials and products.

i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

7. PUBLIC RECORDS. Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Contractor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JILL BURNS, GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND JBURNS@GMSCFL.COM.

8. SOVEREIGN IMMUNITY. Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida

Statutes or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. NOTICES. Notices provided to the District pursuant to the Contract shall be provided as follows:

District: Willowbrook Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Ave
Tallahassee, Florida 32301
Attn: District Counsel

10. SCRUTINIZED COMPANIES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to section 287.135(5), *Florida Statutes*, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit C**. If Contractor is found to have submitted a false certification as provided in section 287.135(5), *Florida Statutes*, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

11. PUBLIC ENTITY CRIMES STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

12. TRENCH SAFETY ACT STATEMENTS. Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit E**.

13. DISCRIMINATION STATEMENT. Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding discriminatory vendor list, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit F**.

14. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, *FLORIDA STATUTES*, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto hereby acknowledge and agree to this Addendum.

JON M HALL COMPANY, LLC,
a Florida limited liability company

Witness

By: _____
Its: _____

Print Name of Witness

**WILLOWBROOK
COMMUNITY DEVELOPMENT DISTRICT**

Witness

By: McKenzie Terrill
Its: Chairman, Board of Supervisors

Print Name of Witness

Exhibit A: Contractor Proposal
Exhibit B: Assignment Addendum
Exhibit C: Scrutinized Companies Statement
Exhibit D: Public Entity Crimes Statement
Exhibit E: Trench Safety Act Statements
Exhibit F: Discrimination Statement
Exhibit G: Performance Bond
Exhibit H: Payment Bond
Exhibit I: Willowbrook North | 434 Lots Phases 3 &4 | Revised Pricing dated 3-18-25
Exhibit J: Geotechnical Report dated 2-15-24

EXHIBIT C
SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN TERRORISM SECTORS
LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Willowbrook Community Development District by _____ (print

individual's name and title) for Jon M Hall Company, LLC (print name of entity submitting sworn statement) whose

business address is 1400 Martin Luther King Jr. Boulevard, Sanford, Florida 32771.

2. I understand that, subject to limited exemptions, section 287.135, *Florida Statutes*, declares a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company (a) is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; (b) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to section 215.473, *Florida Statutes*; or (c) is engaged in business operations in Cuba or Syria.
3. Based on information and belief, at the time the entity submitting this sworn statement accepts assignment of its Contract with KRPC Willowbrook, LLC to the Willowbrook Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.
4. The entity will immediately notify the Willowbrook Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of April 2025, by _____, as _____ of Jon M Hall Company, LLC.

Signature of Notary Public taking acknowledgement

(SEAL)

EXHIBIT D
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Willowbrook Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for Jon M Hall Company, LLC, ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is 1400 Martin Luther King Jr. Boulevard, Sanford, Florida 32771.
4. Contractor's Federal Employer Identification Number (FEIN) is 59-1748765.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement:
N/A.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of April 2025.

Subcontractor: _____

By: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April 2025, by _____ of Jon M Hall Company, LLC, who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.

Notary Public, State of Florida

EXHIBIT E
TRENCH SAFETY ACT COMPLIANCE STATEMENT
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that The Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:

(Written)

Dollars \$

(Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of April 2024.

Contractor: **JON M HALL COMPANY, LLC**

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of April 2025, by _____ of Jon M Hall Company, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of April 2025.

Contractor: **JON M HALL COMPANY, LLC**

By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April 2025, by _____ of Jon M Hall Company, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT F
SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), *FLORIDA STATUTES*,
ON DISCRIMINATION
WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Willowbrook Community Development District.
2. I, _____ (print name of authorized representative) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ (print individual's title) for Jon M Hall Company, LLC ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.

3. Contractor's business address is 1400 Martin Luther King Jr. Boulevard, Sanford, Florida 32771.

4. Contractor's Federal Employer Identification Number (FEIN) is 59-1748765.

(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.

6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.

7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:

- a. A predecessor or successor of an entity that discriminated; or
- b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

____ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

____ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April 2025, by _____ of Jon M Hall Company, LLC, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

EXHIBIT G
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

Jon M Hall Company, LLC
1400 Martin Luther King Jr. Boulevard
Sanford, Florida 32771
Phone: (407) 215-0410

SURETY (Name and Address of Principal Place of Business
and Phone Number):

OWNER: Willowbrook Community Development District
c/o GMS – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Phone: (407) 841-5524

CONTRACT

Date: _____

Amount: \$3,846,723.33

Description (Name and Location): Willowbrook Community Development District – North Construction Phase 2 – Winter Haven, Florida

BOND

Bond Number: _____

Date (Not earlier than Contract Date): _____

Amount: \$3,846,723.33

Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, Florida Statutes, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Jon M Hall Company, LLC

Signature: _____ (Seal)

Name and Title: _____

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____ (Seal)

Name and Title: _____

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title: _____

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of

the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

EXHIBIT H
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number):

Jon M Hall Company, LLC
1400 Martin Luther King Jr. Boulevard
Sanford, Florida 32771
Phone: (407) 215-0410

SURETY (Name and Address of Principal Place of Business
and Phone Number):

OWNER: Willowbrook Community Development District
c/o GMS – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Phone: (407) 841-5524

CONTRACT

Date: _____

Amount: \$3,846,723.33

Description (Name and Location): Willowbrook Community Development District – North Construction Phase 2 – Winter Haven, Florida

BOND

Bond Number: _____

Date (Not earlier than Contract Date): _____

Amount: \$3,846,723.33

Modifications to this Bond Form: _____

This Bond is hereby amended so that the provisions and limitations of Section 255.05, *Florida Statutes*, are incorporated by reference herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Jon M Hall Company, LLC

Signature: _____ (Seal)

Name and Title: _____

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____ (Seal)

Name and Title: _____

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title: _____

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to promptly pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1.Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2.Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3.Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (engineer or other party):

SECTION X

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA

COUNTY OF _____

I, Allan Keen, of KRPC Willowbrook, LLC (“**Developer**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Allan Keen, and I am an Authorized Signatory and Representative of the Developer. I have authority to make this affidavit on behalf of the Developer.
3. The Developer is the developer of certain lands within Willowbrook Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The *Engineer’s Report for Willowbrook Community Development District*, dated November 16, 2023, among other applicable reports (together, “**Engineer’s Report**”), describes certain work product for improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pursuant to those certain agreements (“**Agreement**”) described in **Exhibit A** hereto, the Developer has expended funds to develop work product described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the work product completed to date and states the amounts that Developer has spent on the work product.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this _____ day of April 2025.

KRPC WILLOWBROOK, LLC,
a Florida limited liability company

By: Allan E. Keen
Its: Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of April 2025, by Allan Keen, as Manager of KRPC Willowbrook, LLC, and who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

EXHIBIT A
Description of Work Product

Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center, pool, and improvements related to the Project located within the Willowbrook Community Development District.

All as further identified in the invoices below:

<u>Contractor</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
Furr, Wegman & Banks Architects, P.A.		\$
<i>Subtotal</i>		\$
G.B. Collins Engineering, P.A.		\$
<i>Subtotal</i>		\$
<i>TOTAL:</i>		\$

EXHIBIT A
Description of Work Product

[attach Work Product for Phase 2]

DRAFT

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of _____, 2025, by Furr, Wegman & Banks Architects, P.A., a Florida corporation, with a mailing address of 625 East Orange Street, Lakeland, Florida 33801 (the “Professional”), in favor of the **WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT** (the “District”), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices located at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has provided professional services (the “Work Product”) for KRPC Willowbrook, LLC, developer of lands within the District (the “Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (the “Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has let a construction contract with Henkelman Construction, Inc. for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

[Continued on following page]

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

**FURR, WEGMAN & BANKS
ARCHITECTS, P.A.**

[print name]

By: _____
Its _____

[print name]

EXHIBIT A
CONTRACT(S) FOR PROFESSIONAL SERVICES

DRAFT

EXHIBIT B
DESCRIPTION OF WORK PRODUCT

Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center, pool, and improvements related to the Project located within the Willowbrook Community Development District.

All as further identified in the invoices below:

<u>Contractor</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
Furr, Wegman & Banks Architects, P.A.		\$
<i>TOTAL:</i>		\$

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of _____, 2025, by **G.B. COLLINS ENGINEERING, P.A.**, a Florida corporation, with a mailing address of 32707 US Highway 19 N., Palm Harbor, Florida 34684 (the “Professional”), in favor of the **WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT** (the “District”), which is a local unit of special-purpose government situated in Polk County, Florida, and having offices located at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has provided professional construction administration services (the “Work Product”) for KRPC Willowbrook, LLC, developer of lands within the District (the “Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (the “Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has assumed or entered into a construction contract with Henkelman Construction, Inc. for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

[Continued on following page]

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

G.B. COLLINS ENGINEERING, P.A.

[print name]

By: _____
Its: _____

[print name]

DRAFT

EXHIBIT A
CONTRACT(S) FOR PROFESSIONAL SERVICES

DRAFT

EXHIBIT B
DESCRIPTION OF WORK PRODUCT

Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center, pool, and improvements related to the Project located within the Willowbrook Community Development District.

All as further identified in the invoices below:

<u>Contractor</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
G.B. Collins Engineering, P.A.		\$
<i>TOTAL:</i>		\$

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN WORK PRODUCT AND THE
RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE
PRODUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of _____
2025, by _____ of _____, with offices located at _____
_____ (the “Professional”), in favor of the **WILLOWBROOK COMMUNITY
DEVELOPMENT DISTRICT** (the “District”), a local unit of special-purpose government situated in Polk
County, Florida, with offices located at c/o Governmental Management Services – Central Florida, LLC,
219 East Livingston Street, Orlando, Florida 32801.

SECTION 1. DESCRIPTION OF PROFESSIONAL’S SERVICES. Professional has provided professional services (the “Work Product”) for KRPC Willowbrook, LLC, developer of lands within the District (the “Developer”). A copy of the contract for said Work Product is attached as **Exhibit A** (the “Professional Contract”). The Work Product produced and acquired is more specifically described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF WORK PRODUCT. Professional acknowledges that the District is acquiring or has acquired the Work Product, produced by Professional in connection with the Professional Contract attached as **Exhibit A**, from Developer, thereby securing the unrestricted right to rely upon the terms of the Professional Contract for same. Professional further acknowledges that the District has let a construction contract with Jon M Hall Company, LLC for construction of the improvements set forth in said Work Product and therefore requires the unrestricted right to use, reproduce, rely and otherwise own said Work Product.

SECTION 3. WARRANTY. Professional hereby expressly acknowledges the District’s right to enforce the terms of the Professional Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Professional indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Work Product identified in **Exhibit B** because of any act or omission of Professional, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product identified in **Exhibit B**. Professional further certifies that no outstanding requests for payment exist related to the Work Product identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer for the Work Product identified in **Exhibit B**.

[Signature Page Follows]

ATTEST

[print name]

[print name]

By: _____

Its: _____

DRAFT

EXHIBIT A
CONTRACT(S) FOR PROFESSIONAL SERVICES

DRAFT

EXHIBIT B
DESCRIPTION OF WORK PRODUCT

[attach Work Product for Phase 2]

DRAFT

DISTRICT ENGINEER'S CERTIFICATE

April __, 2025

Board of Supervisors
Willowbrook Community Development District

Re: Willowbrook Community Development District (Polk County, Florida)
Acquisition of Work Product

Ladies and Gentlemen:

The undersigned, a representative of Sloan Engineering Group, Inc., ("**District Engineer**"), as District Engineer for Willowbrook Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from KRPC Willowbrook, LLC, ("**Developer**") of certain work product ("**Work Product**"), all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, and other documents.
2. The Work Product is within the scope of the *Engineer's Report for Willowbrook Community Development District*, dated November 16, 2023, among other applicable reports ("**Engineer's Report**"), specially benefits the property within the District as further described in the Engineer's Report.
3. There are no known defects in the Work Product.
4. The total costs associated with the Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work Product, and (ii) the reasonable fair market value of the Work Product.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product.

[CONTINUED ON NEXT PAGE]

FURTHER AFFIANT SAYETH NOT.

Sloan Engineering Group, Inc.

Stephen L. Sloan P.E.

Its: President

Florida Registration No. 58766

District Engineer

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April 2025, by Stephen L. Sloan P.E., and President of Sloan Engineering Group, Inc., who is personally known to me or who has produced _____ as identification, and did ☐ or did not ☐ take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that KRPC Willowbrook, LLC, a Florida Limited Liability Company, (“**SELLER**”) for good and valuable consideration paid by Willowbrook Community Development District, a unit of special purpose local government located in Polk County, Florida (“**BUYER**”), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred and delivered to the BUYER, its successors, heirs, executors, administrators and assigns forever, the work product (“**WORK PRODUCT**”) identified in **Exhibit A** attached hereto and incorporated herein by reference, to have and to hold the same unto the BUYER, its executors, administrators and assigns forever.

SELLER hereby covenants with BUYER, its successors and assigns, that (i) SELLER is the lawful owner of the WORK PRODUCT, (ii) the WORK PRODUCT is free from all encumbrances, (iii) SELLER is unaware of any liens or encumbrances and covenants to timely address any such liens or encumbrances if and when filed, (iv) SELLER has good right to sell the WORK PRODUCT, and (v) the SELLER will warrant and defend the sale of the WORK PRODUCT hereby made unto the BUYER, its successors and assigns, against the lawful claims and demands of all persons whosoever.

SELLER represents that, without independent investigation, it has no knowledge of any defects in the WORK PRODUCT, and hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused any defects. SELLER further confirms that this Bill of Sale includes the conveyance to the BUYER of all right, title, interest, and benefit of SELLER, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, given heretofore and with respect to the creation of the WORK PRODUCT.

By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of BUYER’s limitations on liability provided in Section 768.28, *Florida Statutes*.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal this ____ day of April 2025.

Signed, sealed and delivered by:

KRPC WILLOWBROOK, LLC,
a Florida limited liability company

By: Allan E. Keen
Its: Manager

STATE OF FLORIDA)
COUNTY OF _____)

I HEREBY CERTIFY that on this ____ day of April 2025 before me by means of ☐ physical presence or ☐ online notarization appeared Allan Keen, who acting on behalf of KRPC Willowbrook, LLC signed the foregoing instrument and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced _____ as identification and ☐ did or ☐ did not take an oath.

(NOTARIAL SEAL)

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

Exhibit A – Description of Work Product

EXHIBIT A
Description of Work Product

Site Planning, Engineering, Architectural, Design and Permitting Assistance. Any and all site plans, construction and development drawings, layout services, plans and specifications, documents, licenses, permits, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Willowbrook North Amenity Center, pool, and improvements related to the Project located within the Willowbrook Community Development District.

All as further identified in the invoices below:

<u>Contractor</u>	<u>Invoice Date</u>	<u>Reimbursable Cost</u>
Furr, Wegman & Banks Architects, P.A.		\$
<i>Subtotal</i>		\$
G.B. Collins Engineering, P.A.		\$
<i>Subtotal</i>		\$
<i>TOTAL:</i>		\$

EXHIBIT A
Description of Work Product

[attach Work Product for Phase 2]

DRAFT


SECTION XI



INSTR # 2025040938
BK 13442 Pgs 804-920 PG(s)117
RECORDED 02/21/2025 01:19:54 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$996.00
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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS
FOR
WILLOWBROOK NORTH
(Winter Haven, Polk County, Florida)**

This document prepared by
and after recording return to:

Scott A. Cookson, Esq.
Shuffield, Lowman & Wilson, P.A. 
1000 Legion Place, Suite 1700
Orlando, Florida 32801

**NOTICE: PURSUANT TO SECTION 6.05, UPON THE SALE OR RESALE OF A
DWELLING, A CAPITAL OR RESALE ASSESSMENT IS REQUIRED TO BE PAID.**

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EXHIBIT "A" - PROPERTY

EXHIBIT "B" – ARTICLES

EXHIBIT "C" – BYLAWS

EXHIBIT “D” – COMMON AREA TRACTS

-v-

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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS FOR WILLOWBROOK NORTH**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR WILLOWBROOK NORTH is made as of and on the Effective Date, by **KRPC WILLOWBROOK, LLC**, a Florida limited liability company ("Declarant"), whose mailing address is 121 Garfield Avenue, Winter Park, Florida 32789.

R E C I T A L S:

A. Declarant is the owner of certain real property located in Polk County, Florida and more particularly described on Exhibit "A" attached hereto and hereby incorporated herein ("**Property**"), that on or about the date of this Declaration shall be made subject to the plat of WILLOWBROOK NORTH, recorded in Plat Book ____, Pages ____ through ____ inclusive, of the Public Records (the "Plat").

B. The Property is a proposed residential community known as "Willowbrook North" (the "Development").

C. Declarant is the developer of the "community" (as that term is defined in the Association Act) pursuant to the Association Act.

D. Declarant desires to preserve and enhance the values and quality of life on the Property and the health, safety, and welfare of the residents thereof, and to provide for the maintenance of certain areas and improvements for the benefit of the Property.

E. Declarant has incorporated the Association, which Association will be conveyed title to certain property, and which Association will be delegated the powers of and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration and the other Governing Documents, and collecting and disbursing the monies derived from the Assessments hereafter levied.

DECLARATIONS:

NOW, THEREFORE, Declarant declares that the Property is and shall be owned, improved, held, controlled, transferred and occupied subject to this Declaration.

The recitals above are incorporated herein as if fully set forth herein.

This Declaration is not intended to, nor does it create or establish a condominium under Chapter 718 of the Florida Statutes, a cooperative under Chapter 719 of the Florida Statutes, or a timeshare under Chapter 721 of the Florida Statutes. No condominium under Chapter 718 of the Florida Statutes, cooperative under Chapter 719 of the Florida Statutes, or timeshare under Chapter 721 of the Florida Statutes, may be created or established at any time upon the Property.

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Some of the definitions set forth in the Governing Documents may contain terms, conditions, and provisions that are necessary for: (i) the proper interpretation of the Governing Documents; and (ii) to fully understand the Members' rights, privileges, responsibilities, duties, liabilities, and obligations under the Governing Documents and under the Association Act. Capitalized terms used above or herein that are not defined in this Article I shall have the meanings given to such terms elsewhere in this Declaration. When used above or herein in this Declaration, the following terms shall have the following meanings:

A. "Additional Property" shall mean and refer to those lands, together with any improvements thereon, if any, which are made subject to this Declaration by annexation pursuant to Article II hereof.

B. "Annual Assessments" shall mean and refer to the assessments levied annually by the Association pursuant to the "Association Act" and the "Budget" (as that term is defined in Section 6.03.A of this Declaration).

C. "Approved Builder" shall mean a Builder approved by Declarant, or by another licensed residential building contractor approved by Declarant or the ARC (after Turnover). As of the Effective Date of this Declaration, Declarant approves of and names DRB GROUP FLORIDA, LLC, a Delaware limited liability company ("DRB"), as an Approved Builder. DRB may designate two (2) additional Builders as Approved Builders.

D. "Architectural Control Provisions" shall collectively mean and refer to the terms, covenants, conditions, provisions, and limitations set forth in Article VII and Article IX of this Declaration.

E. "Area(s) of Common Responsibility" shall mean and refer to any land or improvement located in or near the Property which is not intended to be owned by the Association, but which is intended to be improved, maintained, or operated by the Association in the manner and to the extent determined from time to time by the Board. Areas of Common Responsibility may be designated by this Declaration, any Supplemental Declaration, a contract entered into by the Association, or by a decision of the Board. The following are hereby designated as potential Areas of Common Responsibility:

(i) Rights of Way and Entrance Area. Subject to limitations imposed by any Governmental Authority, the Association shall maintain, repair and replace to the extent determined by the Board, the signs; lighting fixtures; electrical equipment; drainage improvements in accordance with the Permit; irrigation lines and equipment; landscape materials and features; and other improvements from time to time located within the unpaved rights-of-way and unpaved medians in any rights-of-way as shown on any Recorded Plat;

(ii) Street Lighting. The Association may arrange for and assess the Owners for the fixture rental, electrical usage and other costs of Street lighting for the Property and any Areas of Common Responsibility; and

(iii) Easements. The Association shall maintain, repair and replace any walls, signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Permit), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within all wall and landscape easements created in favor of the Association as shown on any Recorded Plat. Notwithstanding the foregoing, the Owner of each Lot encumbered by a wall easement shall maintain all landscaping lying between the wall and that Owner's Dwelling, and said Owner shall maintain the paint or other surface finish, if any, on the vertical surface of the wall which faces the Owner's Dwelling, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof.

The foregoing duties and prerogatives of the Association are subject to the terms of Article IV, hereof, regarding potential implementation of one or more MSTU/MSBU or similar mechanisms to assume responsibility for and collect the funds necessary to pay the costs of any of the foregoing or any other services that would otherwise be the responsibility of the Association under this Declaration or otherwise.

F. "Articles" shall mean and refer to the Articles of Incorporation of the Association. A copy of the initial Articles is attached as Exhibit "B" to this Declaration and made a part hereof. The Articles may be amended as provided therein, and it shall not be necessary to amend this Declaration in order to amend the Articles.

G. "Assessments" shall mean and include: (i) Annual Assessments or charges; (ii) "Special Assessments" (as that term is defined in Section 6.04.A of this Declaration); (iii) "Individual Assessments" (as that term is defined in Section 6.04.B of this Declaration); (iv) "Re-Sale Assessment" (as that term is defined in Section 6.05.E of this Declaration); (v) if required to be paid pursuant to the terms hereof or hereafter required by the Board from time to time, a one-time only start-up assessment ("Start-Up Assessment"); (vi) assessments or amenity fees permitted pursuant to the Association Act; and (vii) any interest and late charges that may be imposed by the Board at its discretion, and the cost of collection of any of the foregoing, including, without limitation, court costs and expenses/fees and reasonable attorneys' and paralegals' fees before trial, at trial, and on appeal.

H. "Association" shall mean and refer to the Willowbrook North Homeowners Association, Inc., a Florida not for profit corporation (to be formed, filed, and incorporated by Declarant with the State of Florida Department of State, Division of Corporations) and its successors and/or assigns.

I. "Association Act" shall mean and refer to the laws of the State of Florida applicable to the operations of the Association on the Effective Date (as opposed to as amended, restated, or re-codified from time to time), including, but not necessarily limited to, those laws set forth in Chapters 617 and 720 of the Florida Statutes. Chapter 720 of the Florida Statutes, being the Florida legislation specifically enacted to govern the Association and the "Community" (as that term is defined in the Chapter 720 of the Florida Statutes), shall in all instances trump the more general legislation set forth in Chapter 617 of the Florida Statutes. In the event of any ambiguity or conflict between Chapter 617 and 720 of the Florida Statutes, Chapter 720 shall govern as necessary to resolve any such ambiguity or conflict.

J. "Board", "Board of Directors" or "Directors" shall mean and refer to the Board of Directors of the Association.

K. "Builder" or "Homebuilder" shall mean and refer to any person or legal entity that has acquired or that acquires title to any Lot expressly in furtherance of: (1) the business of developing the Lot for eventual construction of "Dwellings" (defined below) thereon in the ordinary course of such person's or entity's business; or (2) the business of constructing Dwellings thereon, in the ordinary course of such person's or entity's business, for later sale to bona fide Third-Party Purchasers that are not Builders or affiliates of a Builder. After the Turnover occurs, Declarant shall be considered and deemed a Builder with regard to or concerning any Lot(s) that Declarant then owns or thereafter acquires title to, and with Declarant, as a Builder, automatically being deemed to and having all rights, powers, benefits, easements, and reservations afforded to a Builder under the Governing Documents or that may be delegated to a Builder by Declarant under the Governing Documents.

L. "Bylaws" shall mean and refer to the Bylaws of the Association. A copy of the initial Bylaws are attached as Exhibit "C" to this Declaration and made a part hereof. The Bylaws may be amended as provided therein, and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

M. "CDD Facilities" shall have the meaning in Section 20.01.A hereof. Most or all components which are typically considered "Common Area" of a development of this nature have instead been designated herein as part of the CDD Facilities. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CDD FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREA.

N. "City" shall mean and refer to the City of Winter Haven, Florida, a municipal corporation, organized and existing under the laws of the State of Florida.

O. "Common Area(s)" or "Common Property" shall mean and refer to the real and personal property from time to time owned or intended to be owned by the Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Common Area shall include, but not be limited to, easement areas which are held by the Association as grantee, including, but not limited to, any private access and drainage easements and private drainage easements. Additional Property may contain Common Area, but no commitment is made that any Additional Property will in fact contain Common Area. The definition of "Common Area" and "Common Property" shall also include the definition of "common area" defined in the Association Act. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS

TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE CDD AND SHALL COMPRISE PART OF THE CDD FACILITIES. CDD FACILITIES SHALL NOT INCLUDE COMMON AREAS. MOST, IF NOT ALL, COMPONENTS WHICH ARE TYPICALLY CONSIDERED "COMMON AREA" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE CDD FACILITIES. AS SUCH, WILLOWBROOK NORTH INCLUDES VERY LIMITED, IF ANY, COMMON AREAS.

P. "Common Expense" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including, without limitation, costs incurred for operation, management, administration, maintenance, repairs, replacement, insurance and improvement of the Common Area and Areas of Common Responsibility, and for any reserves from time to time established to be set aside by the Board. Except as may be expressly set forth herein, all undertakings or activities of the Association concerning the Property, the Community, the Common Area, the Areas of Common Responsibility, and enforcing the provisions of the Governing Documents, shall be done at Common Expense.

Q. "Community Development District" or "CDD": As defined in Section 20.01.B hereof.

R. "Conservation Easement": As defined in Article IV, Section 4.09 hereof.

S. "Conservation Easement Area(s)" shall mean and refer to any areas or portions of the Property from time to time included within, or subjected to, a Conservation Easement pursuant to the provisions of Article IV, Section 4.09 hereof.

T. "County" shall mean and refer to Polk County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments, divisions, and agencies.

U. "Declarant" shall mean and refer to KRPC WILLOWBROOK, LLC, a Florida limited liability company, its successors and/or assigns. No successor or assignee of Declarant shall have any rights, privileges, liabilities or obligations of Declarant under this Declaration or any other Governing Document unless such rights and obligations are specifically set forth in a Recorded instrument of succession and/or assignment, or unless such rights expressly pass by operation of Law from Declarant to such successors and/or assigns.

V. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements, and Restrictions for Willowbrook North, as amended, modified, restated or supplemented.

W. "Deficit Fund" or "Deficit Funding" shall mean and refer to Declarant's subsidizing of the Common Expenses of the Association pursuant to Section 6.08 hereof.

X. Intentionally Omitted.

Y. "District" shall mean and refer to the Southwest Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

Z. "Dwelling" or "Residence" shall mean and refer to any single-family residence or dwelling unit located on a Lot.

AA. "Effective Date" shall mean and refer to the date that this Declaration is Recorded in the Public Records.

BB. "Electronic Transmission" shall mean and refer to any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, but shall not be limited to, telegrams, facsimile transmissions, Short Message Service (SMS), Multimedia Messaging Service (MMS), and email. Notices may be given via Electronic Transmission for and regarding any meetings of the Board, any committee meetings requiring notice under the Association Act, including, but not limited to, ARC meetings, and any annual and special meetings of the Members; provided, however, that a Member must consent in writing to receiving notice by Electronic Transmission. Consent by a Member to receive notice by Electronic Transmission shall be revocable by the Member only by written notice to the Board.

CC. "Fiscal Year" The first fiscal year shall begin on the date of incorporation and end on December 31 of that year ("Fiscal Year"). Thereafter, the Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

DD. "Governmental Authority(ies)" shall mean and refer to any federal, state or local authority, court, department, division, legislature or instrumentality having authority, control or jurisdiction over or concerning the Development, the Property, the Community, the Areas of Common Responsibility, the Association, the Members and/or the Owners, including, but not limited to, the Local Government.

EE. "Governing Document(s)" shall collectively mean the "governing documents" (as that term is defined in the Association Act) and the Rules and Regulations.

FF. "Homeowners' Association" shall be as defined in the Association Act.

GG. "Immediate Family Members" shall mean the spouse of the Owner and all unmarried children twenty-two (22) years and younger of either the Owner or the Owner's spouse. If an Owner is unmarried, the Owner may designate one (1) other person who is living with such Owner in the Dwelling in addition to children of the Owner as an adult Immediate Family Member. No person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Dwelling.

HH. "Law" or "law" shall mean and refer to all laws, statutes (including, but not limited to, the Association Act), codes, ordinances, rules, requirements, regulations, orders, decrees and judgments of any Governmental Authority having jurisdiction over the Association, the Property, the Community, the Declarant or the Owners or Members.

II. "Limited Common Area" means any and all real and personal property, easements, improvements, facilities and other interest, if any, as more particularly described in Article IV, Section 4.03 hereof, which are reserved for the use of Owner(s) of certain Lots to the exclusion of other Owner(s) and/or other Lots.

JJ. "Limited Common Expense(s)" shall mean and refer to Common Expenses with respect to any Limited Common Area.

KK. "Lot" shall mean and refer to each residential building site created by any Recorded Plat of the Property, including any Dwelling located thereon once constructed.

LL. "Local Government" shall mean and refer to, as applicable, the County and/or the City.

MM. "Member" shall mean and refer to each Member of the Association as provided in Article III, Section 3.02 hereof.

NN. "Monetary Obligation" shall mean and refer to any monetary obligations, including, but not limited to, Assessments, due to the Association by any Member pursuant to the Governing Documents, the Rules and Regulations, or under the Association Act.

OO. "Mortgage" shall mean and refer to any first-lien or first-position mortgage encumbering a Lot or Dwelling that was granted or made in good faith and for value.

PP. "Mortgagee" shall mean and refer to the owner and holder of a Mortgage, which owner and holder of said Mortgage may be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, the United States Department of Veterans Affairs (the "VA"), the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or any other lender generally recognized as an institutional lender in the County.

QQ. "Officer(s)" shall have the meaning given to such term in the Articles or the Bylaws.

RR. "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee-simple title to any Lot in the Property, but, notwithstanding any applicable theory of the law of mortgages, the term "Owner" shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title to a Lot pursuant to an unappealable, final, lawful foreclosure proceeding or a proper and lawful conveyance by deed in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common, or by tenancy by the entirety.

SS. "Permit" shall mean and refer to General Environmental Resource Permit No. 43029879.008, dated April 26, 2023, issued by the District, as amended.

TT. "Property" shall mean and refer to the real property legally described on Exhibit A attached hereto and incorporated herein and any Additional Property annexed pursuant to Article II, Section 2.A. hereof.

UU. "Public Records" shall mean and refer to the official or public records of the County, or such other place designated from time to time as the official County location for Recording documents affecting and encumbering title to real property and any improvements located thereon.

VV. "Record," "Recordation," "Recording," or "Recorded": To record, the recording of, of appearing of record, of an instrument in the Public Records.

WW. "Recorded Plat(s)" shall mean and refer to any and all subdivision plats of the Property, including the Plat, Recorded in the Public Records.

XX. "Rules and Regulations" shall mean and refer to the Rules and the Planning Criteria, as any of the foregoing may be amended, modified or supplemented from time to time.

YY. "Street(s)" shall mean and refer to the rights-of-way of all streets, roads, alleys, drives, courts, ways and cul-de-sacs within the Property, along with any areas encumbered by any Private Roadway Easement (such area being the "Private Roadway Easement Area"), as the same are described in and depicted on any Recorded Plat, and all paving, curbs and other improvements, facilities and appurtenances constituting part of the roadway system within the Property, conveyed or dedicated to the Local Government or other appropriate Governmental Authority or quasi-governmental entity including, but not limited to, the related subdivision infrastructure, street lights, traffic control signage, and all utility lines under or within such Streets, conveyed to the Association as Common Area pursuant to this Declaration or otherwise; but specifically excluding and not including any utility lines located under or within such Streets as may be owned by private or public utility companies or any governmental authority from time to time providing utility services to the Property; and provided, further, that Streets shall exclude and not include any areas, improvements, facilities, and appurtenances from and after the time that such areas, improvements, facilities, and appurtenances are accepted by conveyance or dedication by the Local Government or other appropriate governmental authority or quasi-governmental entity.

ZZ. "Supplemental Declaration" shall mean and refer to any instrument which extends the effect of this Declaration to any Additional Property pursuant to Article II hereof.

AAA. "Stormwater Management System" or "Surface Water Management System" or "SWMS" shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the

quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

BBB. "Tenant" or "tenant" shall mean and refer to any tenant, lessee, subtenant, or sublessee, beneficiary under any land trust pursuant to Section 689.071 of the Florida Statutes, or any other occupant or possessor that is not the Owner thereof of any Lot or improvement thereon, whether or not such relationship is documented by a lease, a sublease, a trust agreement, or any other document or writing (collectively, "Lease" or "lease").

CCC. "Turnover" shall mean and refer to the transition of control of the Association by Declarant pursuant to Section 720.307 of the Association Act.

DDD. "Turnover Meeting" shall mean and refer to the meeting at which Members other than Declarant elect a majority of the Directors pursuant to Section 720.307 of the Association Act.

Section 1.02 Interpretation. The provisions of the Governing Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the value of the Lots, and the protection of Declarant's rights, benefits and privileges herein contemplated and to the fullest extent permitted by the Association Act. Notwithstanding that some or all of the Governing Documents may have been prepared, initially, at the direction of Declarant, and notwithstanding any rule of construction to the contrary, the Governing Documents shall not be more strictly construed or interpreted against Declarant or any of Declarant's affiliates than against any other person or entity.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01 Property. The Property is and shall be owned, improved, held, controlled, transferred and occupied subject to this Declaration.

Section 2.02 Additional Property. Declarant shall have the right, but not the obligation, to bring within the scope of this Declaration, as Additional Property, lands lying adjacent to or in the vicinity of the Property, at any time and from time to time within twenty (20) years after the Effective Date (the "Potential Additional Property"). Unless and until annexed, this Declaration shall not encumber or bind in any way any of the Potential Additional Property. Except as provided in Article XIII hereof, annexation of any or all of the Potential Additional Property as Additional Property may be accomplished by Declarant without the consent of the Association, the Owners, the Members, any Mortgagee or other lien holder, or anyone else.

Section 2.03 Method of Annexation. Additions authorized under this Article II shall be made, if at all, by Recording a Supplemental Declaration extending this Declaration to the Additional Property. The Supplemental Declaration shall describe that portion of the Potential Additional Property annexed as Additional Property and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing that portion of the Potential Additional Property to this Declaration and extending the jurisdiction of the Association to such Additional

Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the Additional Property then being annexed or of the housing or development approaches being implemented with respect to such Additional Property. Upon the Recordation of any Supplemental Declaration in the Public Records, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Area, if any, located on the Additional Property, and the obligation, as a Common Expense, to contribute to the cost of operating, management, maintaining, repairing, operating, administering, replacing, insuring and improving: (a) the additional Common Area located within the Additional Property; and (b) any additional Areas of Common Responsibility located within the vicinity of the Additional Property. Any Supplemental Declaration Recorded in the Public Records in accordance with the terms hereof shall be conclusive in favor of all persons who rely on such Supplemental Declaration in good faith. From and after Recordation of any Supplemental Declaration in the Public Records, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

Section 2.04 Withdrawal. Declarant reserves the right to amend this Declaration unilaterally at any time and for any reason for the purpose of removing any portion of the Property (including, without limitation, Lots and Common Area) without notice and without the consent of any person or entity whatsoever, other than the owner of the portion of the Property to be withdrawn or the District, if consent by the District is required; provided, however, that no such withdrawal may impair vehicular or other access to any Lot as established by the applicable Recorded Plat.

ARTICLE III

THE ASSOCIATION

Section 3.01 The Association; Directors; Officers; Meetings; Official Records.

A. Association. The Association is and shall remain a Florida nonprofit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by the Association by virtue and authority of the Governing Documents and applicable Law, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the operation, maintenance, administration, repairing, replacing, insuring and improvement of the Property, the Community, the Common Area and all Areas of Common Responsibility. Neither the Articles, the Bylaws nor any of the other Governing Documents shall be amended or interpreted so as to be or become inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The Board, and such Officers as the Board may appoint from time to time, shall conduct the affairs of the Association.

B. Directors.

(i) Number. At all times, the Board shall consist of at least (3) Directors and shall always be an odd number. Prior to Turnover, (a) the Board shall consist of three (3) Directors unless Declarant, by notice to the Association, increases the Board; and (b) the

number of Directors may not be increased or decreased without Declarant's prior written consent, which consent may be granted or denied by Declarant in its sole and absolute discretion. The term of office of the initial Directors appointed herein by Declarant shall expire at the time of Turnover, unless otherwise required by Florida law. After Turnover, Directors shall be elected to the Board by a vote of the Members. Notwithstanding anything in the foregoing to the contrary, Declarant shall, without regard to the number of votes allocated to Declarant, be entitled to appoint one (1) Director for as long as Declarant is the Owner of at least five percent (5%) of the total number of Lots within the Property. Nothing contained in the foregoing, however, is intended, nor shall be deemed, to create any obligation upon Declarant to exercise such right to appoint such one (1) Director.

(ii) Appointment; Election; Term. Prior to Turnover, Declarant, as the Class B Member, shall have the sole and absolute right to appoint, remove, and recall all of the Directors; provided, however, that if at any time Declarant is not permitted under Florida law to appoint, remove, or recall such Directors, then the Class B Member shall have the sole and absolute right to elect, remove, and recall all such Directors, which election, removal or recall, to the fullest extent permitted under the Association Act, may be conducted via written consent of the Class B Member, in lieu of a meeting of the Class B Member. Notwithstanding the foregoing, Members other than Declarant are entitled to elect at least one (1) Director if fifty percent (50%) of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to Members other than Declarant. Any Directors appointed by Declarant or elected by the Class B Member prior to Turnover, or appointed or elected by Declarant pursuant to this Section 3.01.B(ii) need not be Members and need not be residents of the State of Florida. All other Directors shall be Class A Members or designated representatives of the Class B Member, and residents of the State of Florida. After Turnover, no Member or Owner may serve as a Director if: (i) such Member or Owner is more than ninety (90) days delinquent or deficit with regard to payment of any Monetary Obligation owed to the Association, or (ii) such Member or Owner has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction would be considered a felony in the State of Florida, unless such individual's civil rights have been restored for at least five (5) years as of the date such individual seeks election to the Board. Any Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. The Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director. Except as provided herein to the contrary, the term of each Director's service shall expire at the annual meeting and such Directors may stand for re-election. If the number of Board members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the Board effective upon the adjournment of the annual meeting. Any remaining vacancies shall be filled by the affirmative vote of the majority of the Directors making up the newly constituted Board even if the Directors constitute less than a quorum or there is only one Director. Notwithstanding the foregoing, any Director designated by Declarant shall serve at the pleasure of Declarant and may be removed and replaced by Declarant at any time. Furthermore, upon acquisition and fee ownership of the Property whereby such acquisition

consists of not less than fifty-one percent (51%) of the Lots as depicted on the Plat of Willowbrook North by DRB Group Florida, LLC, a Delaware limited liability company ("DRB"), DRB shall be entitled to appoint one member to the Association Board of Directors.

(iii) Intentionally Omitted.

(iv) Meetings. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board shall be open to the Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Members have the right to attend all meetings of the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated items. The Association may adopt written reasonable Rules and Regulations expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which Rules and Regulations may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, meetings between the Board or a committee and the Association's attorneys to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors.

C. Officers.

(i) General. The officers of the Association (the "Officers") shall be a President, who shall be selected from the Board, a Vice President, a Treasurer, and a Secretary. Prior to Turnover, all Officers shall be appointed/elected by the Declarant and may only be removed and replaced by Declarant pursuant to the terms hereof. After Turnover, all Officers shall be elected annually by the Board of Directors and each Officer may be removed by vote of the Directors at any meeting with or without cause. After Turnover, no Member or Owner may serve as an Officer if such Member or Owner is delinquent or deficit more than ninety (90) days with regard to payment of Assessments or any other any Monetary Obligation. Any person may hold two or more offices except that the President shall not also be the Vice President or the Secretary. The Board shall from time to time elect such other Officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

(ii) President. The "President" shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of a president of a Florida not for profit corporation and a Homeowners' Association. He shall serve as chairman of all Board and Members' meetings.

(iii) Vice President. The "Vice President" shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed from time to time by the Board or the President.

(iv) Secretary. The "Secretary" shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall keep the official records of the Association, except those of or to be maintained or kept by the Treasurer, and shall perform all other duties incident to the office of a secretary of a Florida not for profit corporation, to the office of a secretary of a Homeowners' Association, and as may be required by the Directors or the President. From time to time, the duties of the Secretary may be fulfilled by a manager or management company employed by the Association.

(v) Treasurer. The "Treasurer" shall have custody of all funds, securities, and evidences of indebtedness regarding or concerning the Association. He shall keep the books of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of a treasurer of a Florida not for profit corporation and a Homeowners' Association. From time to time, the duties of the Treasurer may be fulfilled by a manager or management company employed by the Association.

(vi) Removal. Any Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. As applicable, the Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an Officer.

D. Member Meetings.

(i) Annual Meetings. The annual meeting of the Members of the Association shall be held at such place, at such time and on such date each year as is from time to time designated by the Board. Failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors or the validity of actions of the Directors, the Officers, or the Association.

(ii) Special Meetings. Special meetings of the Members may be called by any one of the following persons or groups:

- (1) The President;
- (2) A majority of the Board of Directors;
- (3) Prior to Turnover, Members representing at least fifty percent (50%) of total voting interests of the Association;
- (4) After Turnover, Members representing at least ten percent (10%) of total voting interests of the Association; or
- (5) The Declarant, so long as Declarant has the right to elect a Director pursuant to Section 720.307 of the Association Act.

(iii) Notices. Notices of Members' meetings shall be given, and Members' meetings shall be conducted, in the manner specified in the Bylaws and Association Act.

E. Official Records.

(i) Section 720.303(4) of the Association Act defines the "official records" of the Association. The official records shall be made available to an Owner for inspection within ten (10) business days after receipt by the Board or its designee of a written request. This subsection may be complied with by having a copy of the official records available for inspection or copying in the Community or, at the option of the Association, by making the records available to an Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If the Association has a photocopy machine available where the records are maintained, it must provide Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. An Association shall allow a Member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Member or his or her authorized representative with a copy of such records. The Association may not charge a fee to a Member or his or her authorized representative for the use of a portable device. From time to time, the Association may adopt reasonable Rules and Regulations governing the frequency, time, location, notice, official records to be inspected, and manner of inspections by the Owners, but may not require an Owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit an Owner's right to inspect records to less than one 8-hour business day per month. From time to time, the Association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed \$20 per hour. Personnel costs may not be charged for records requests that result in the copying of 25 or fewer pages. The Association may charge up to 25 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective Members. Notwithstanding the foregoing, the following official records are not accessible to Members or Owners:

(1) Any record protected by the lawyer-client privilege as described in Section 90.502 of the Florida Statutes and any record protected by the work-product privilege, including, but not limited to, a record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

(2) Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Lot or parcel within the Community.

(3) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association or management company employee or budgetary or financial records that indicate the compensation paid to an Association or management company employee.

(4) Medical records of Owners or Community residents.

(5) Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for an Owner other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, Lot or parcel designation, mailing address, and property address of the Lot or parcel. Notwithstanding the restrictions in this subparagraph, the Association may print and distribute to the Owners a directory containing the name, parcel address, and telephone number of each Owner. However, an Owner may exclude his or her telephone number from the directory by so requesting in writing to the Association. An Owner may consent in writing to the disclosure of other contact information described in this subparagraph. The Association is not liable for the disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an Owner and not requested by the Association.

(6) Any electronic security measure that is used by the Association to safeguard or protect data, including passwords.

(7) The software and operating system used by the Association which allows the manipulation of data, even if the Owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.

(ii) The Association or its authorized agent is not required to provide any prospective purchaser, lienholder, Member, or, with information about the residential subdivision, Community, or the Association other than information or documents required by Chapter 720 of the Florida Statutes to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, Member, or Owner, or the current Owner or Member for providing good faith responses to requests for information by or on behalf of a prospective purchaser, lienholder, Member, or Owner, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney fees incurred by the Association in connection with the response.

Section 3.02 Membership. Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Owner (other than Declarant) shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall automatically transfer to the new Owner the membership in the Association

appurtenant to that Lot, without any further action required whatsoever of the Board, the Association, the old Owner or the new Owner.

Section 3.03 Voting Rights and Turnover of Association.

A. Voting Rights. The Association shall have two (2) classes of voting membership as follows:

(i) Class "A". "Class 'A' Members" or "Class A Members" shall be all Owners, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

(ii) Class "B". The sole "Class 'B' Member" or "Class B Member" shall be Declarant, or its specifically designated (in writing) successor(s) or assign(s). The Class "B" Member shall be allocated the number of votes equal to the total number of Class "A" Member votes, plus one (1). Class "B" Membership shall cease and become converted to Class "A" membership upon Turnover.

B. Termination of Class "B" Membership. The Class "B" membership, in its entirety, shall terminate and become converted to Class "A" membership upon the earlier of the following events:

(i) When Declarant, in its sole and absolute discretion, elects to convert the last of its Class "B" membership interests, to Class "A" membership interests; or

(ii) At the Turnover Meeting.

C. Turnover of Association. Any other provision of this Article III to the contrary notwithstanding, Members Other Than Declarant (as that term is defined below), shall be entitled to elect at least a majority of the members of the Board of Directors not later than Turnover, which shall be: (i) three (3) months after ninety percent (90%) of the Lots in all phases of the Development that will or may ultimately be operated by the Association have been conveyed to Class "A" Members, other than Builders or Approved Builders, which Turnover shall occur at the Turnover Meeting; (ii) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents, with there being a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under FL. STAT. §720.308 for a period of more than 2 years; (iii) upon Declarant filing a petition seeking protection under Chapter 7 of the U.S. Federal Bankruptcy Code; (iv) upon Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant's rights and responsibilities hereunder first arising after the date of such assignment; or (v) upon a receiver for the Declarant being appointed by a circuit court and not being discharged within 30 day after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or the Members. For purposes of this Declaration, the term "Member(s) Other Than Declarant" shall not include Builders, contractors or other parties who purchases or holds the title to a Lot for the purpose of constructing a Dwelling thereon for resale.

D. Turnover of Documents. No later than the Turnover Meeting, Declarant, at Declarant's expense, shall deliver to the Board the documents that Declarant is required to deliver pursuant Subsection 720.307(4) of the Association Act.

E. Turnover of Board. Prior to the Turnover Meeting, (i) the Board shall consist of three (3) Directors; and (ii) the number of Directors may not be increased or decreased without the Declarant's prior written consent, which consent may be granted or denied by the Declarant in its sole and absolute discretion. The term of office of the initial Directors appointed herein by Declarant shall expire at the Turnover Meeting, unless otherwise required by Florida law. As of and after the Turnover Meeting, Directors shall be elected to the Board by a vote of the Members. Notwithstanding anything in the foregoing to the contrary, the Declarant shall, without regard to the number of votes allocated to Declarant, be entitled to appoint one (1) member of the Board for as long as the Declarant is the Owner of at least five percent (5%) of the total number of the combined Lots within the Property. Nothing contained in the foregoing, however, is intended, nor shall be deemed, to create any obligation upon the Declarant to exercise such right to elect such one (1) Director. Prior to the Turnover Meeting, Directors appointed or elected by Declarant may only be removed and replaced by Declarant, the Class "B" Member, pursuant to this Declaration, the Articles, and the Bylaws. Notwithstanding the foregoing, Members other than the Declarant are entitled to elect at least one (1) member of the Board if fifty percent (50%) of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to Members other than the Declarant. Any Directors appointed by the Declarant prior to the Turnover Meeting, or appointed or elected by the Declarant pursuant to this subsection, need not be Members of the Association and need not be residents of the State of Florida. All other Directors shall be Class A Members of the Association or designated representatives of the Class B Members of the Association, and residents of the State of Florida. No Member or Owner (other than Declarant or any Director appointed or elected by Declarant pursuant to the terms hereof) may serve as a Director if: (i) such Member or Owner is more than ninety (90) days delinquent or deficit with regard to payment of any monetary obligation owed to the Association, or (ii) such Member or Owner has been convicted of a felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction would be considered a felony in the State of Florida, unless such individual's civil rights have been restored for at least five (5) years as of the date such individual seeks election to the Board. Any Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from the Board. The Board shall fill the vacancy according to the applicable provision of this Declaration until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director.

F. Officers. Any Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. The Board shall fill the vacancy according to the applicable provision of the Governing Documents until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Officer

shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an Officer.

Section 3.04 Multiple Owners. When any Lot entitling an Owner to membership in the Association is owned of record in the name of more than one person, party, or entity, whether such persons or entities own said Lot as fiduciaries, joint tenants, tenants in common, tenants in partnership, partners, or in any other manner of joint or common ownership, or if two or more persons or entities aforesaid or otherwise shall have the same fiduciary relationship or rights respecting the same Lot, then unless the instrument, document, or order appointing them or creating the subject tenancy or relationship otherwise directs and it or a copy thereof is filed with the Secretary of the Association or has been recorded in the Public Records, such Owner shall: (i) select one official representative to represent such Lot ("Representative"), which Representative shall be the only person, or party, or entity with the right to exercise any rights of membership in the Association with respect to such Lot, including, but not limited to, voting with respect to such Lot; and (ii) shall notify the Secretary of the Association in writing of the Representative's name and of any change in same as it occurs. The vote of each Representative shall be considered to represent the will of all the Owners of the subject Lot. In the circumstance of such common or joint ownership or rights, if the Owners fail to properly designate a Representative, then the Association may accept the person, party, or entity asserting the right to vote on behalf of the subject Lot as the voting Owner, until notified to the contrary by the other person(s), party(ies), or entity(ies) that also make up the Owner. Upon such notification no Owner of said Lot may vote until the Owner appoints its Representative pursuant to this paragraph.

ARTICLE IV

PROPERTY RIGHTS

Section 4.01 Easements. The Association, CDD and each Owner (including Declarant and each Approved Builder) shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area and CDD Facilities. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

A. Right-of-way for ingress and egress by vehicles and on foot through and across any Streets or walks in the Common Area and CDD Facilities for all lawful purposes, subject to rules, policies and regulations promulgated by the CDD for operation of CDD Facilities; and

B. Rights to connect to, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines, which may from time to time be in or within the vicinity of the Common Area or CDD Facilities, but only in accordance with all Laws and the requirements of the applicable Governmental Authorities or entities which regulate said utilities; and

C. Rights and easements to use and enjoy the Common Area and CDD Facilities for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, any Recorded Plats, the Rules and Regulations, applicable Laws and all rules, policies and regulations promulgated by the CDD for operation of CDD Facilities.

D. There is hereby created, declared and granted to the CDD and/or the Association, such perpetual, non-exclusive easements over and upon all or any portion of the Property, as may be reasonably necessary to permit the Association and/or CDD to carry out and discharge its duties, obligations and responsibilities under and pursuant to the Governing Documents and Rules and Regulations, including, but not limited to, for purposes of performing its maintenance responsibilities as provided in this Declaration ("Association Easements").

Section 4.02 Title to Common Area. In accordance with the requirements set forth in Section 4.01.D hereof, Declarant shall convey to the Association, the CDD, or, if required by the Local Government incidental to the establishment of an MSTU/MSBU as described in Article IV, Section 4.08 hereof, dedicate to the Local Government for the uses and purposes set forth in this Declaration or in any Recorded Plats, fee-simple title in and to the Common Area, free and clear of all encumbrances except current real estate taxes and assessments not yet due and payable, any Recorded Plats, this Declaration and any easements or matters Recorded in the Public Records prior to such conveyances to the Association, CDD or Local Government, as applicable. Once conveyed to the Association, the Common Area may not be mortgaged, liened or further conveyed without the consent of at least two-thirds (2/3) of the Members (excluding Declarant).

Section 4.03 Limited Common Area. Certain portions of the Community may be designated by Declarant in its sole and absolute discretion as Limited Common Area and reserved for the exclusive use or primary benefit of the Owners, occupants and invitees of certain Lots. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, and lakes. Except as otherwise provided herein, all costs associated with the maintenance, repair, replacement, and insurance of Limited Common Areas shall be Limited Common Expenses to be assessed against and paid by the Owners of those Lots to which the Limited Common Area is assigned.

As of the Effective Date, there shall be no initial Limited Common Areas.

Declarant reserves the right in its sole discretion to designate any initial or additional Limited Common Areas and assign the exclusive use thereof in Supplemental Declaration(s), the deed conveying the Common Area to the Association, or on the Plat relating to such Common Area; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Limited Common Area to additional Lots, so long as the Turnover Meeting has not occurred. Any matter arising under this Declaration and pertaining to the Limited Common Area and requiring a vote of Members, shall be decided by a vote of only those Members that have been identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Area. The Association may adopt Rules and Regulations which govern, among other things, the use of the Limited Common Area. Prior to the Turnover Meeting, the Declarant, shall have the right in its sole discretion to convey additional real estate, improved or unimproved and/or personal property as additional Limited Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall (except as may otherwise be set forth herein) be maintained by the Association as Limited Common Expenses.

Section 4.04 Extent of Easements. The rights and easements created in this Article IV shall be governed by the following:

A. Subject to any rights of Declarant and the Owners set forth in this Declaration, except as to any part of the Property that is conveyed to the CDD, or required to be conveyed to Local Government, the Association shall be responsible for the exclusive operation, management, administration, control, maintenance, repairing, replacing and insuring of the Common Area;

B. Declarant, until conveyance of fee-simple title to the Association or the CDD, and the Association thereafter (as related to Common Area), may reserve unto itself or grant or dedicate (subject to the terms of Article XIII hereof) to Declarant, any Owner, any Governmental Authority and/or to any utility companies, easements and rights-of-way, over, under, in or through the Common Area or CDD Facilities, for installation, use, maintenance, repair, replacement, and inspection of utility lines and appurtenances for public or private utilities, surface water drainage improvements and areas, or for completion of the development of the Property. No improvements or materials may be placed upon any such easements which may damage or interfere with the installation, maintenance, repairing or replacement of such utilities or the easement area or that may alter or impede the direction or flow of drainage, or that may interfere with completion of development of the Property;

C. Declarant's rights reserved in this Declaration;

D. Matters shown in the Public Records or on any Recorded Plats; and

E. Applicable Laws.

Section 4.05 Additional Easements over Common Area.

A. Declarant hereby creates, reserves and declares to exist, the following licenses, rights, privileges and easements over, under, in and through the Common Area, subject at all times to the terms and conditions of the Permit and subject to receiving prior written approval of the District as to any activities that may affect or may occur on or within the Stormwater Management System and the Conservation Easement Area, including, but not limited to, any upland buffers: (i) rights-of-way and easements to install, maintain and use electric, lighting, telecommunications, cable television, telephone, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and such other equipment and improvements necessary, convenient, or desirable for the completion, marketing, use and enjoyment of the Property; (ii) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance; (iii) the right to locate thereon wells, pumping stations, lift stations and irrigation systems and lines; (iv) easements of ingress, egress and access for purposes of development, construction and marketing of the Property; and (v) such other rights as may be reasonably necessary, convenient or desirable to complete in an orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage and trailers used in such development and sales efforts; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easements, utilities, equipment, improvements or services. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements

which may from time to time be in or along the Streets or within the Common Area, or CDD Facilities, or any easements as shown on any Recorded Plats or as otherwise properly established but only to the extent the CDD negligently performs its operation and maintenance duties. The easements and rights-of-way herein reserved: (i) shall continue in existence in favor of Declarant after conveyance of the Common Area to the Association, to the CDD, or dedication to the Local Government or appropriate Governmental Authority until such time as Declarant has sold all Lots in the Property; and (ii) shall continue in favor of Declarant until such time as any lands separately developed by Declarant and located adjacent to the Property have been conveyed to unrelated third-parties; provided, however, that such unrelated third-party is not a Builder, contractor or other party who purchases or hold the title to property for the purpose of constructing a Dwelling thereon for resale.

B. Declarant also reserves a perpetual right and easement, at its sole election and from time to time, to irrigate the Common Area with treated effluent from a wastewater treatment facility, if any. The benefit of this reservation shall inure to Declarant and its specifically designated successors and/or assigns, but not in favor of any other Owner, and shall remain in effect whether or not Declarant owns any Lots in or lands adjacent to the Property.

C. In addition to the rights reserved elsewhere herein, Declarant also reserves an easement for each Approved Builder (subject to the terms and conditions of this Declaration with respect to Approved Builders), and their nominees, over, upon, across, and under the Property as may be required in connection with the development of the Community, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Dwellings, or any portion of the Community. Without limiting the foregoing, Declarant specifically reserves for each Approved Builder, and their subcontractors, suppliers and consultants, the right to use all paved roads and rights of way within the Property for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas and CDD roadway portion of the CDD Facilities. Approved Builders shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas or CDD Facilities as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas or CDD Facilities, shall be deemed ordinary maintenance of the Association payable by all Owners as part of Common Expenses or as part of the Special Assessments for the maintenance, repair, and/or replacement of such Common Areas or CDD Facilities unless said Approved Builder(s) is otherwise acting negligently, recklessly or otherwise contrary to law. Without limiting the foregoing, at no time shall any Approved Builders be obligated to pay any amount to the Association on account of any Approved Builders use of the Common Areas. The Approved Builders intend to use the Common Areas and CDD Facilities for sales of Lot and Dwellings. The Approved Builders have the right to use all portions of the Common Areas in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. At no time shall any Approved Builder incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. The easements created by this Section 4.05, and the rights reserved herein in favor of each Approved Builder shall be construed as broadly as possible and supplement the rights of Approved Builders as set forth in this Declaration.

Section 4.06 Delegation. Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same shall not be construed to create any rights in the general public or any other party.

Section 4.07 Reservation for Corrections. The conveyance of the Common Area to the Association or other entity(ies) shall be subject to the right of Declarant from time to time to correct errors in the legal description or other errors contained in the instrument of conveyance to any Owner, which right is reserved to Declarant. In the event that any such error is discovered after the conveyance of the subject Common Area, then the Association shall upon request of Declarant or any Owner so affected execute a quitclaim deed to the Lot held by said Owner, which quitclaim deed shall contain a correct legal description. If required to vest marketable title (without regard to the fact that the Common Area is held by a homeowners association) in the Association, said Owner will execute a quitclaim deed to any portion of the Common Area which may have been erroneously included within the legal description in the instrument of conveyance of such Owner's Lot. In addition to any other remedy available to the parties or any Owner, the provisions of this Section 4.07 shall be enforceable by specific performance or other equitable remedy.

Section 4.08 MSTU/MSBU. Declarant or the Local Government may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (referred to in this Declaration as "MSTU/MSBU"), which MSTUs/MSBUs will have responsibilities established in their enabling resolutions. By way of example, and not limitation, an MSTU/MSBU may established to provide for any one or more of the following: (a) operation, management, administration, maintenance, repair, and replacement by the Local Government of any of the Common Area, and any recreational, drainage or other improvements whatsoever at any time located thereon, for the uses and purposes set forth in this Declaration or in any applicable Recorded Plat, which may or may not include a requirement that ownership of the affected lands and improvements be transferred to the Local Government; (b) construction, maintenance, repair, replacement, or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities, in, on, under or within the Common Area or any easement areas for the use and benefit of the Property and the occupants thereof; and (c) construction, operation, maintenance, repair and replacement of Street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration, the MSTU/MSBU, or by the applicable Governmental Authority. Notwithstanding the foregoing, the Association may elect, from time to time, to aesthetically maintain any property otherwise maintained or to be maintained by the MSTU/MSBU and if Association does so, no Owner or Member, as a result thereof, shall thereby receive or be entitled to a discount for any ad valorem taxes or Assessments assessed by or in connection with the MSTU/MSBU. If established, each Owner and Member acknowledges and agrees that the costs incurred by the MSTU/MSBU may be billed directly to the Owners or to the Association for subsequent Assessment to the Owners and Lots.

Section 4.09 Conservation Easement Area(s). Pursuant to and as and to the extent required by the Permit, the District, or any Governmental Authority, from time to time, Declarant or the CDD, will record in the Public Records, one or more conservation easements (collectively, "Conservation Easement"), in favor of the District or any applicable Governmental Authority over, across, and upon certain portions of the Property. The precise metes and bounds legal description of the portions of the Property encumbered by a Conservation Easement shall be as specifically set forth in the subject Conservation Easement (all such portions of the Property that are or become

encumbered by a Conservation Easement shall hereinafter be referred to as "Conservation Areas"). Upon establishment of any Conservation Easement, the Conservation Areas shall be subjected to the restrictions set forth in the subject Conservation Easement. Unless otherwise conveyed to the CDD in accordance with the Permit, the Conservation Areas, or the Association's interest therein, shall be Common Area and the Conservation Areas shall be the perpetual responsibility of the Association, and may in no way be altered from their natural state, except as specifically provided in the subject Conservation Easement. Furthermore, the use and development of the Conservation Areas shall be restricted as set forth in the subject Conservation Easement.

Section 4.10 Stormwater Easements.

A. There is hereby created, declared and reserved for the benefit of Declarant, the District, the Association, the CDD, and all Owners, a non-exclusive easement for stormwater management, collection, retention, detention and drainage under, over, upon and within all portions of the Property included within the Surface Water Management System, including, but not limited to, all drainage easements, ponds and tracts shown on any Recorded Plat, together with an easement and license in favor of Declarant, the County, the City, the CDD, and the Association, only to enter upon such areas, and as necessary other portions of the Property adjacent thereto, for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing any and all stormwater drainage systems, improvements and facilities including, but not necessarily limited to, pipes, culverts, structures, berms, swales and Retaining Walls (as later defined herein), from time to time located therein or thereon consistent with the plans for the Surface Water Management System, or any requirements and approvals of the CDD and City, as applicable. Additionally, Declarant, for the benefit of itself, the City, the CDD, the Association, and all Owners, hereby reserves perpetual easements over any and all other portions of the Property as may be reasonably required from time to time in order to provide stormwater drainage to all or any portions of the Property; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners of any particular Lot. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the Association and the CDD. The foregoing easements are sometimes hereinafter referred to collectively as the "Stormwater Easements".

B. The Declarant or the Association may construct berms and drainage swales within portions of the Stormwater Easements for the purpose of managing and containing the flow of surface water, if any. Each Owner shall be responsible for the maintenance, operation and repair of the berms and drainage swales on their respective Lot. The Association shall be responsible for the maintenance, operation and repair of the berms and drainage swales that are located within the Common Area. Notwithstanding the foregoing, in the event a Retaining Wall is constructed on a Lot, the Association, at Common Expense, shall maintain the Retaining Wall(s), and any landscaping, trees and shrubs (excluding landscaping installed by Owner) located on the backside of the wall(s) facing away from the Dwelling within and adjacent to an Owner's Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the berms and drainage swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the berms and drainage swales is prohibited. No alteration of the berms, drainage swales, and Retaining Walls shall be authorized and any damage to any berms, drainage swales, and Retaining Walls, whether

caused by natural or human induced phenomena, shall be repaired and the berms, drainage swales, and Retaining Walls returned to their former condition as soon as possible by the responsible party (i.e., Owner, or the Association).

C. The foregoing expressly includes a perpetual easement under or through each Lot, via the designated (or to be designated) piping, catch basins, facilities, and apparatus, as necessary, desirable, or convenient to provide stormwater drainage to, from, and between the Lots, and Dwellings, and to allow said stormwater drainage to connect and flow into the Stormwater Management System.

Section 4.11 Future Easements. There is hereby reserved to Declarant and its successors and assigns, together with the right to grant and transfer the same, along with the right, power and privilege to, at any time hereafter, grant to itself, the Association, the CDD, the City, the County or any other parties, such other further and additional easements as may be reasonably necessary desirable, or convenient, in the sole opinion and within the sole discretion of Declarant, subject to the reasonable approval of the City or County, if expressly required, for the future orderly development of the Property in accordance with the objects and purposes set forth in the Governing Documents. Any such easement(s) shall be recorded in the Public Records. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Lot if any such easement shall unreasonably interfere with an Owner's plans to use or develop the Lot. The easements contemplated by this subsection may include, without limitation, such easements as may be required for utility, drainage, roads, sidewalks or other purposes reasonably related to the orderly development of the Property in accordance with the objects and purposes specified in the Governing Documents. Such further or additional easements may be hereafter created, granted, or reserved by Declarant without the necessity for the consent or joinder of any other persons including, but not necessarily limited to, the Owner of, or the person holding the mortgage on, the particular portion of the Property over which any such further or additional easement is granted or required.

Section 4.12 Wall, Entrance Feature and Landscape Easements. There is hereby created, declared, granted and reserved for the benefit of Declarant, the CDD, and the Association an easement over and upon all wall, entrance feature and landscape easement areas shown on any Recorded Plat ("Wall and Landscape Easements") that constitute walls, entrance features or landscape areas benefiting, the Property, or more than one Lot, together with an easement and license to enter upon such Wall and Landscape Easement areas for the purposes of erecting, constructing, installing, inspecting, maintaining, repairing and replacing any and all entrance features (including, but not limited to signs), walls (screening or otherwise) or fences, and the installation and irrigation of any landscaping therein, which may be required by the City, County and/or deemed to be necessary or desirable by Declarant or the Association. The Association shall, at Common Expense, maintain the wall(s), and any landscaping, trees and shrubs (excluding any landscaping installed by Owner) located on the backside of the wall(s) facing away from the Dwelling.

Section 4.13 Planting and Screening Easements. There is hereby created, declared, granted and reserved for the benefit of Declarant, the CDD, and the Association an easement for planting and screening purposes ("Planting and Screening Easements") over and upon all planting and screening easement areas, entry ways, medians and landscape buffers shown on any plat of

the Property, if any, or hereafter declared by Declarant, together with an easement and license to enter upon such areas for the purposes of installing, maintaining, inspecting, repairing and replacing any and all landscaping, including trees, grasses, shrubs, bushes, ground covers and other plant materials and irrigation systems of any kind, whether the same shall be required by the City, County and/or deemed necessary or desirable by Declarant or the Association.

Section 4.14 Alleys. Regardless of the fee simple ownership of any Alley within the Property, the administration, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of said Alley (collectively, "Alley Maintenance") shall be the responsibility of the Association, as if such Alley was Common Area for the benefit of the Association. Declarant hereby reserves for the benefit of the Declarant and the Association, such perpetual, nonexclusive easements as time to time required by the Declarant and the Association in connection with the Alley Maintenance.

Section 4.15 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, as between all Lots and such portion or portions of the Common Property adjacent thereto due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet (3'), as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner or the Association.

ARTICLE V

INSURANCE

Section 5.01 Basic Insurance. The Board may obtain fidelity bond coverage insuring the Association in its discretion. In addition, the Board may obtain insurance for insurable improvements on (a) the Common Area, or on (b) any Area of Common Responsibility, or on (c) any easement area benefiting the Owners or the Association; public liability policies covering the Common Area, the Association, and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents, which public liability shall have at least One Million Dollar (\$1,000,000.00) combined single limits for bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, a Five Million Dollar (\$5,000,000.00) umbrella liability policy; directors' and officers' liability insurance; and, any other types of insurance coverage as the Board may deem appropriate, necessary or desirable from time to time, with such insureds, deductibles, provisions, and coverage types and amounts as shall be determined by the Board. Such insurance shall include "special form" casualty insurance for all improvements on the Common Area, if such insurance is reasonably available. If "special form" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Said insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

Section 5.02 Additional Insurance. In addition to any other insurance required by Article V, the Board may obtain, as a Common Expense: (A) worker's compensation insurance, if and to the extent required by law; (B) directors' and officers' liability coverage, if reasonably available; (C) flood insurance, if required; and (D) insurance or a fidelity bond for all persons who control or disburse funds of the Association. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, as determined by the Board's best business judgment, with such amounts, regardless, never being less than three (3) months' Assessments, plus all reserves on hand. If available, any such insurance policy or fidelity bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association.

Section 5.03 Individual Insurance. By virtue of taking title to a Lot, each Owner (other than Declarant) covenants and agrees with all other Owners, and with the Association, that each Owner shall carry, at a minimum full replacement cost dwelling protection with building structure replacement cost method extended limits. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising its Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. Said Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed, said Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the terms hereof, any Rules and Regulations, and all applicable Law. Assessments shall still apply to and be levied against any Lot cleared and thereafter maintained pursuant to the provisions of this section. The Owner of any such cleared Lot shall still, at all times, continue to be responsible for payment of full Assessments, regardless of the fact that the Lot and Owner may not benefit from maintenance and other services otherwise provided by the Association to occupied or improved Lots.

Section 5.04 Insurance Premiums. Premiums for all insurance obtained by the Association pursuant to this Article V shall be a Common Expense.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.01 Lien and Personal Obligation Nonpayment.

A. Declarant, for each Lot owned by it on the Property, and each Owner other than Declarant, by acceptance of fee-simple title to any Lot, whether or not it shall be so expressed in any deed or other conveyance of title to such Lot, covenants and agrees to pay to the Association the Assessments, which Assessments shall be fixed, established, assessed, and enforced as herein provided and as permitted by the Association Act. Assessments shall be a charge and a continuing lien upon the Lot against which such Assessment is made, and upon any Dwelling located on said Lot, from and after the date on which such Assessment is due. Each Assessment shall also be the personal obligation of each person or entity who was an Owner of the Lot at the time the Assessment fell due. Declarant will never be obligated to pay any Individual Assessment or Start-Up Assessment.

B. If any Assessment or installment thereon is not paid when due, then such Assessment shall be delinquent and the delinquent Assessment shall be secured by a continuing lien on the Lot as to which the Assessment accrued, and upon any Dwelling located thereon. The Association may Record a lien against any Lot to secure payment of Assessments that remain unpaid for a period of thirty (30) days or longer after becoming due (the "Assessment Lien"). Any Assessment Lien shall be prior to all other liens created except (i) ad valorem real estate taxes and assessments levied by any Governmental Authority, (ii) the lien of any Mortgage (expressly subject to the Mortgagee's compliance with FL. STAT. §720.3085(2)(c) and said Mortgagee's payment of all unpaid Assessments resulting from said Mortgagee's compliance with, or failure to comply with, said statute), and (iii) other liens which by Law would be superior. To the fullest extent permitted by Law, any Assessment Lien shall be prior to and superior in dignity to the Owner's homestead status. Any Assessment Lien shall bind the Lot and any Dwelling located thereon in the hands of the then Owner and of each subsequent Owner. The personal obligation of the Owner to pay such delinquent Assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title of the Lot unless expressly assumed by them.

C. If the delinquent Assessment or installment thereon is not paid within thirty (30) days after the due date, the same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such delinquent Assessment the aforesaid interest, late charges, collection costs, expenses and attorneys' and paralegals' fees, and all of the foregoing shall be recoverable whether or not suit be brought. The Owner shall also be required to pay to the Association any Assessments against the Lot which become due during any period of foreclosure by the Association. The Association, acting on behalf of the Owners, shall have the right and power to bid for any Lot at any foreclosure sale and to acquire the same via foreclosure or a deed in lieu thereof and thereafter hold, lease, mortgage, and convey the same. During the period in which a

Lot is owned by the Association following foreclosure or a deed in lieu thereof: (i) no right to vote shall be exercised on said Lot; (ii) no Assessment shall be assessed or levied on said Lot; and (iii) each other Lot shall be charged, in addition to its Assessments, its pro rata share of the Assessment that would have been charged the subject Lot had it not been acquired by the Association as a result of foreclosure or a deed in lieu thereof. Suit to recover a money judgment against an Owner or Lot for unpaid Common Expenses, Assessments, and all costs, expenses, and fees incurred by the Association in connection with such action, including, but not limited to, interest as provided herein, along with reasonable attorneys' and other legal fees to be fixed by the court, together with all other costs, expenses, and fees of the action, shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

D. In addition to any other rights and remedies of the Association hereunder or under Florida law in connection with an Owner's or Member's failure to timely pay Assessments or any installments thereof, the Association may also charge an administrative late fee ("Late Fee") not to exceed the greater of Twenty-Five and no/100 Dollars (\$25.00) or five percent (5%) percent of the amount of each installment that is paid past the due date. If in the future, Section 720.3085(3)(a) is amended to permit the Association to charge a higher Late Fee, then the immediately preceding sentence shall be deemed automatically amended to permit the Association to charge such higher Late Fee.

E. The following property shall be exempt from the Assessments, charges and liens created herein: (1) Common Area; (2) lands owned by Declarant which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (3) lands conveyed or dedicated to the Local Government or other Governmental Authority, any public or quasi-public utility company, or the public; and (4) to the fullest extent permitted by the Association Act, Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 6.08 hereof. No other land or improvements in the Property shall be exempt from the Assessments, charges or liens stated above. No Owner may avoid Assessment obligations by virtue of non-use or abandonment of the Common Area or any Area of Common Responsibility, as applicable.

F. If any Lot is occupied by a Tenant and the Owner of the Lot is delinquent in paying any Monetary Obligations, the Association may demand in writing that the Tenant pay to the Association the subsequent rental payments related to the Lot ("Tenant Demand"). Any Tenant Demand is continuing in nature, and upon such Tenant Demand, the Tenant of the subject Lot (the "Notified Tenant") must continue to pay the subsequent rental payments until all the Monetary Obligations of the Lot Owner related to the Lot have been paid in full to the Association and the Association releases the Tenant or until the Tenant discontinues tenancy in the Lot. A Notified Tenant is immune from any claim by the Lot Owner related to the rent timely paid to the Association after the Association has made a Tenant Demand.

If the Notified Tenant paid rent to the Owner of the Lot for a given rental period before receiving the Tenant Demand and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the Tenant Demand, such Notified Tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the Monetary Obligations of the Lot Owner until the Association releases the Tenant or the Tenant discontinues

tenancy in the Lot. The Association shall, upon request, provide the Tenant with written receipts for payments made. The Association shall mail written notice to the Lot Owner of the Association's demand that the Tenant pay Monetary Obligations to the Association.

The liability of the Notified Tenant may not exceed the amount due from the Notified Tenant to the Lot Owner. The Notified Tenant shall be given a credit against rents due to the Lot Owner in the amount of Assessments paid to the Association.

After serving a Tenant Demand, if the Notified Tenant fails to pay any Monetary Obligation, the Association may issue notices under Section 83.56 of the Florida Statutes, and may sue for eviction under Sections 83.59-83.625 of the Florida Statutes, as if the Association were a landlord under Part II of Chapter 83 of the Florida Statutes. However, the Association is not otherwise considered a landlord under Chapter 83 of the Florida Statutes and specifically has no duties under Section 83.51 of the Florida Statutes.

A Tenant does not, by virtue of payment of Monetary Obligations, have any of the rights of the Owner of the Lot to vote in any election or to examine the books and records of the Association.

Section 6.02 Purpose; Powers. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and obligations hereunder and under the Association Act, to exercise the powers conferred on the Association hereunder and under the Association Act, to manage, improve, operate, administrate, insure, maintain, repair and replace the Common Area and the Areas of Common Responsibility (as may be determined by the Board), and to pursue any other purpose deemed desirable, necessary, convenient or appropriate by the Board, including, without limitation, any one or more of the following, or as otherwise stated herein or as permitted by the Association Act: (a) payment of Common Expenses; (b) lighting, irrigation, maintenance, improvement and beautification of the Streets and all easement areas benefiting the Association or the Property as shown on any Recorded Plat, or otherwise properly established; (c) acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (d) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Area; (e) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Area, Areas of Common Responsibility (as may be determined by the Board), and all easement areas benefiting the Association or the Property as shown on any Recorded Plat, or otherwise properly established; (f) repayment of any deficits previously incurred by the Association; (g) funding of reserves for future Common Expenses; (h) procurement and maintenance of all insurance; (i) employment of accountants, attorneys and other professionals, administration, and experts to represent or advise the Association; (j) operation, maintenance and replacement of the Stormwater Management System for the Property in accordance with the terms of this Declaration and the requirements of the District including, but not limited to, work within retention areas, drainage structures and drainage easements; (k) monitoring and maintenance of protected wetlands and associated reporting as may be required by the District; and (l) doing anything necessary, desirable, or convenient in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners. At all times,

the Association, acting by and through the Board, shall, in addition to those general and specific powers elsewhere referenced in the Governing Documents or imposed upon it by law, have the following specific powers:

A. Except as may be limited by the terms of the Governing Documents, to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, insure, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property (or any interest therein, including easements) (i) which is, or upon its acquisition by the Association shall thereupon become, Common Area as defined in this Declaration, including the power to enter into any leases or other arrangements with appropriate governmental agencies necessary for the use of sovereignty lands associated with any of the Common Area, or (ii) the responsibility for which is delegated to the Association pursuant to the terms and provisions of this Declaration, and further including the power to direct, conduct, maintain or support activities within or upon the Property in order to limit or control access to said Common Area.

B. To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in this Declaration in accordance with the terms and provisions of the Governing Documents.

C. To establish, make, levy, impose, enforce and collect fines and temporarily suspend rights of use of Common Area against any Owner and Lot for any violation of the covenants, conditions and restrictions set forth in the Governing Documents or in the Rules and Regulations, all in accordance with the terms hereof and of the Association Act.

D. To create, establish, maintain, and administer such capital expenditure reserves and other reserve funds or accounts as shall, in the discretion of the Board, be reasonably necessary to provide and assure the availability of funds necessary for the care, maintenance, repair, replacement, restoration, preservation, and protection of all Common Area, including all easements and facilities, and for such other purposes as the Board, in its reasonable discretion, shall deem necessary or appropriate.

E. To sue and be sued and to defend any suits brought against it.

F. Subject to any limitations set forth in the Governing Documents or imposed by the Association Act, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Governing Documents or the Association Act.

G. To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Governing Documents and the Association Act; provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable: (i) for cause at any time upon not more than thirty (30) days written notice by the Association; and (ii) without cause at any time after one (1)

year upon not more than sixty (60) days written notice by either party; and, provided further, that any such contract shall otherwise be subject to the provisions of this Section 6.02.

H. To provide equipment, facilities and personnel or to contract with an independent contractor or independent contractors, for such public or quasi-public services as may be deemed by the Association to be reasonably necessary or desirable for the common health, safety and general welfare of the residents, including, without limitation, internal security and protection services, garbage and trash pickup and disposal services, cable television/Internet services and street lighting services.

I. To take such steps as may be necessary to enforce the provisions of the Governing Documents and the Rules and Regulations, including, without limitation, the employment of counsel and the institution and prosecution of litigation to enforce said provisions including, without limitation, such litigation as may be necessary to collect Assessments and foreclose liens for which provisions are made in the Governing Documents.

J. To encourage, cause, facilitate, assist and cooperate in the formation, establishment and operation of a Community Development District and/or MSBUs/MSTUs.

K. To establish, undertake, and promote, from time to time, social activities or programs; educational programs; cultural, artistic and environmental programs; charter clubs and other similar services, activities or programs designed, intended, or implemented to further a sense of community among Owners and residents thereof. Nothing in this subsection shall ever be construed as a representation or promise by Declarant or the Association as to which, if any, of the foregoing may be established, undertaken, promoted, or (as applicable) continued by the Association from time to time.

Section 6.03 Determination of Annual Assessments.

A. Budgets and Reserve Fund Contribution. The Board shall annually prepare a budget that sets out the Association's annual operating expenses ("Budget"), which Budget must: (i) reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year; (ii) set out separately all fees or charges paid for by the Association for recreational amenities, whether owned by the Association, the Declarant, or another person or entity; (iii) if established, include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible, including, but not limited to, the Common Area; and (iv) comply with FL. STAT. §720.303(6)(a) and (b), taking into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost to be incurred by the Association. The Board shall set the required reserve fund, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the Budget, with respect both to amount and timing of Annual Assessments over the period of the Budget. The reserve funds required, if any, shall be fixed by the Board and included within and distributed with the Budget and any applicable notice of Annual Assessment. Any reserve funds established by the Board shall be held in an interest-bearing account or investments. The first Budget promulgated or adopted by the Declarant on behalf of the Association that

establishes reserve accounts must designate therein the components for which reserve accounts and funds may be used.

B. Adoption of Operating Budget. The Association shall mail to each Member a copy of the Budget and projected Annual Assessments approved by the Board to be levied for the next Fiscal Year at least thirty (30) days prior to the end of the Association's current Fiscal Year. The Budget and Annual Assessments set forth therein shall become effective unless disapproved at a special meeting of the Members held not later than sixty (60) days after the proposed Budget and Annual Assessments are mailed to the Members. To be effective, the disapproval of the proposed Budget and Annual Assessments must be by a vote of two-thirds (2/3) of the membership of the Association, without regard to membership class. If the membership so disapproves the Budget for the succeeding year, or if the Board fails to propose a Budget or the Annual Assessments, then the Budget and Annual Assessments for the preceding year shall continue in effect until a new Budget with Annual Assessments is determined or adopted.

C. Allocation of Annual Assessments Among Lots. Except as otherwise provided herein, the Budget and Annual Assessments of the Association shall be assessed against all Owners and Lots within the Property in an equal amount per Lot. Until December 31, 2025, the Annual Assessments shall initially not exceed One Hundred and No/100ths Dollars (\$100.00) per Lot per calendar year. From and after January 1, 2026, the Annual Assessments shall be subject to reasonable and appropriate adjustment as determined by the Board. At the discretion of the Board, the Annual Assessments for any year may be paid by Owners in monthly installments, due and payable on the first (1st) day of each month; in bi-annual installments, due and payable by the first (1st) day of January and July of each year; or in quarterly installments, due and payable by the first (1st) day of January, the first (1st) day of April, the first (1st) day of July, and the first (1st) day of October of each year. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any Annual Assessment upon default in the payment of any installment thereon or any other Assessment due hereunder. Absent any such determination by the Board permitting payment in monthly, bi-annual, or quarterly installments, the Annual Assessment for any year shall be due and payable by January 1 of such year. Any Annual Assessment not paid by January 15, if payable in one lump sum, not paid by the fifteenth (15th) day of January and July, if allowed to be paid bi-annually, or paid by the fifteenth (15th) day of January, April, July, and October, if allowed to be paid quarterly, or on the fifth (5th) day of any month, if allowed to be paid monthly, shall be considered delinquent.

Section 6.04 Special Assessments.

A. Special Assessments. In addition to Annual Assessments, the Board may levy a special assessment for the purpose of defraying the cost of any construction, maintenance, repair, replacement or insurance of any improvement on the Common Area, any Areas of Common Responsibility, or on any easement benefiting the Association or the Property as shown on any Recorded Plat, or otherwise properly established, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed necessary, desirable or appropriate by the Board (collectively, "Special Assessment(s)"). Prior to Turnover, the Board may levy a Special Assessment subject to the approval requirements set forth in FL. STAT. §720.315.

D. Notwithstanding anything contained in this Declaration to the contrary, in the event of a sale of a Lot to a Builder ("Builder Lot"), no Assessment provided for in this Declaration shall arise or commence regarding said Builder Lot until such time that the Lot is conveyed to a Third Party Purchaser that is not a Builder, or a Third Party Purchaser that is not a Builder takes occupancy of the Lot (with or without a Dwelling located thereon), whichever is earlier. In furtherance of the foregoing, provided said Lot has been acquired from Declarant, in no event shall a Builder be obligated to pay any Assessment whatsoever concerning its Lots, other than any Individual Assessments. Prior to Turnover, Declarant shall Deficit Fund as necessary regarding any Builder Lots. After Turnover, to the extent Assessments (other than Individual Assessments) shall become due regarding any Builder Lots under this Declaration or under Florida law, Declarant shall be and remain obligated to pay same.

E. On each subsequent conveyance of a Dwelling following the initial sale of such Dwelling to the first Third Party Purchaser thereof or to any party other than Declarant, the Association shall levy and impose on such Dwelling a capital assessment of Three Hundred and No/100ths Dollars (\$300.00) or five percent (5%) of the current Annual Assessment, whichever is greater (the "Re-Sale Assessment"), which Re-Sale Assessment shall be shown on any estoppel certificate issued by or on behalf of the Association in connection with the conveyance of the Lot to said purchaser or grantee; shall be nonrefundable; shall be in addition to, and not in lieu of, the Assessments levied on the Lot; shall not be considered an advance payment of any portion of Assessments; and shall be used by the Association exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Property. The Association may use the Re-Sale Assessment for any of the purposes and services set forth in this Declaration, including the reduction of the Declarant's Deficit Funding. The Re-Sale Assessment shall not apply in instances of transfer of title of a Dwelling to (a) a co-Owner of the Dwelling; (b) the Owner's estate, surviving spouse or child upon the death of the Owner; (c) an entity owned by the grantor of title and/or the grantor's spouse; (d) to a Mortgagee or Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure. Prior to Turnover, Declarant may increase the Re-Sale Assessment in subsequent Fiscal Years, provided that such increase shall not be greater than ten percent (10%) over the prior Fiscal Year. Subsequent to Turnover, Association may increase the Re-Sale Assessment in subsequent Fiscal Years, provided that such increase shall not be greater than ten percent (10%) over the prior Fiscal Year. Neither Declarant nor Association makes any representation or warranty that, at Turnover, any portion of these Re-Sale Assessment shall be in the accounts of the Association, as these monies may be used to offset Declarant's Deficit Funding.

Section 6.06 Certificate. Upon request, the Association, pursuant to FL. STAT. §720.30851, shall furnish to any Owner a certificate setting forth whether all required Assessments have been paid. Such certificate, subject to the limitations and terms of FL. STAT. §720.30851, shall be conclusive evidence in favor of bona-fide third parties relying thereon of the payment of any Assessment therein stated to have been paid. The Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. Unless sold or conveyed by or to Declarant, no Lot or parcel may be sold or conveyed unless an estoppel certificate pursuant to FL. STAT. §720.30851 is obtained and all amounts set forth therein are paid prior to the sale or conveyance.

Section 6.07 Subordination. Expressly subject to the Mortgagee's compliance with FL. STAT. §720.3085(2)(c) and said Mortgagee's payment of all unpaid Assessments resulting from said Mortgagee's compliance with, or failure to comply with, said statute, all Assessment Liens shall be subordinate to the lien of any Mortgage. Any Mortgagee which obtains title to a Lot by lawful foreclosure of a Mortgage or by lawful and proper voluntary conveyance by deed in lieu of such foreclosure, shall not be liable for the uncollected Assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title of the Lot by said Mortgagee. Such unpaid Assessment amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring Mortgagee, on a pro-rata basis. Any such transfer to a Mortgagee under this Section 6.07 or otherwise shall not relieve the transferor of personal responsibility for any prior Assessments nor the Lot from the lien for Assessments thereafter falling due.

Section 6.08 Funding by Declarant.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE GOVERNING DOCUMENTS OR OTHERWISE: (A) DECLARANT DOES NOT AND IS NOT PROVIDING THE OWNERS OR MEMBERS A GUARANTEE OF THE LEVEL OF ASSESSMENTS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT; (B) THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS OR MEMBERS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT; AND (C) DECLARANT'S ELECTION FROM TIME TO TIME TO DEFICIT FUND IS NOT A GUARANTEE OF THE ASSESSMENTS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT. IN THE EVENT DECLARANT ELECTS FROM TIME TO TIME, IN ITS SOLE DISCRETION, TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS ("DEFICIT FUND"), DECLARANT SHALL SPECIFICALLY ELECT TO DEFICIT FUND AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES. AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES, ARE NOT APPLICABLE TO DECLARANT OR THE CALCULATION OF THE DEFICIT FUNDING OBLIGATION OR OTHER AMOUNTS DUE FROM DECLARANT. AS OF THE EFFECTIVE DATE, UNTIL TURNOVER OCCURS OR DECLARANT NOTIFIES THE ASSOCIATION OTHERWISE, DECLARANT ELECTS TO DEFICIT FUND, THEREBY OBLIGATING ITSELF, PURSUANT TO SECTION 720.308(1)(B) OF ASSOCIATION ACT, TO PAY ANY OPERATING EXPENSES INCURRED THAT EXCEED THE ASSESSMENTS RECEIVABLE FROM OTHER MEMBERS AND OTHER INCOME OF THE ASSOCIATION.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.01 Architectural Control; ARC.

A. Subject to the terms of Section 7.08 hereof, all Lots and Dwellings in the Property are subject to architectural review in accordance with this Article VII and any planning, construction, development, or other architectural criteria, guidelines, procedures, rules or regulations (collectively, "Planning Criteria") as may be adopted and revised from time to time

by the Architectural Review Committee (the "ARC"), which may also be referred to at times as the Architectural Review Board (the "ARB"). The Planning Criteria shall be written and made available to all Builders and to all Owners or prospective Owners and shall be subject to the reasonable approval of each Approved Builder. The Planning Criteria may include any matters considered appropriate by the ARC not inconsistent with this Declaration, the other Governing Documents or the Association Act. The Planning Criteria shall be, at the discretion of the Board, subject to the prior approval of the Board.

B. No site work/development, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, or to any existing landscaping (collectively, "Improvement(s)"), shall be commenced, constructed, erected, modified, changed, altered or maintained until the plans showing such details as the size, design, shape, finished grade elevation, height, materials and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed Improvements or changes (collectively, the "Plans"), have been approved in writing by the ARC. The Plans shall certify that same are in compliance with any and all applicable regulations and ordinances of the Local Government. All such Improvements must further conform to the Planning Criteria and no Plans shall be approved by the ARC if they are not in conformity with same. All Improvements, construction, changes, modifications and alterations shall also comply with all Laws. Until such time as any Improvements, construction, changes, modifications and/or alterations have been submitted to and approved by the ARC, no Owner (and/or designee thereof) shall make application for a building permit from the applicable Governmental Authority. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires.

Section 7.02 Membership of ARC. Prior to Turnover, Declarant shall be entitled to appoint all members of the ARC. Thereafter, the membership of the ARC shall be determined by the Board. The ARC shall consist of no less than three (3) members, none of whom shall be required, prior to Turnover, to be Owners or occupants of the Property. The ARC shall always consist of an odd number of members. No member of the ARC shall be entitled to compensation for services performed, but the ARC may employ professional advisors and pay reasonable compensation to such advisors as a Common Expense. Members of the ARC (other than those appointed or designated by Declarant) may be removed by the Board of Directors at any time without cause. Members of the ARC appointed or designated by Declarant may only be removed by Declarant, which removal may be at any time without cause.

Section 7.03 Approvals. Decisions of the ARC shall be by majority action. Unless waived by the ARC, all Plans shall be prepared by a duly licensed architect or engineer, and said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARC should determine that a proposed improvement, construction, modification or alteration is not consistent with the Planning Criteria or Declarant's development plan, or in the best interest of the Association and its Members, such improvement, construction, modification or alteration shall not be approved or made. Approval of Plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARC with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture,

drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARC, will render the proposed improvement or alteration inharmonious with Declarant's general development plan or the Planning Criteria. Two (2) sets of Plans and specifications shall be submitted to the ARC by the Owner prior to applying for a building permit from the applicable Governmental Authority. Submittals and re-submittals of Plans shall be approved, approved with conditions, or disapproved within thirty (30) days after receipt by the ARC. The ARC approval, approval with conditions, or disapproval shall be written and shall be accompanied by one (1) copy of the Plans to be returned to the Owner. Whenever the ARC disapproves Plans, the ARC shall specify the reason or reasons for such disapproval. The Planning Criteria are not the exclusive basis for decisions of the ARC and compliance with the Planning Criteria does not guarantee approval of any application.

Section 7.04 Violations. The work approved by the ARC must be performed strictly in accordance with the Plans as approved by the ARC. If after Plans have been approved, the improvements are altered, constructed, modified, erected, or maintained upon the Lot other than as approved, the same shall be deemed to have been undertaken without ARC approval. After one (1) year from completion of any improvement, addition, modification or alteration, said improvement shall, in favor of purchasers in good faith and for value and Mortgagees, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARC shall appear in the Public Records or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with this Article VII.

Section 7.05 Variances. The ARC may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria, including, without limitation, restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with all applicable Laws. Such variances may only be granted when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the ARC from denying any other variance in other similar or dissimilar circumstances.

Section 7.06 Waiver of Liability. None of Declarant, the ARC, the Directors or the Association, or any agent, employee or officer thereof, shall be liable to anyone submitting Plans for approval or to any Owner, occupant, tenant, subtenant, invitee, licensee or guest of the Property by reason of or in connection with approval or disapproval of any Plans, or for any defect in any Plans submitted, reviewed, revised or approved in accordance with the requirements of the ARC, or for any structural or other defect in any work done according to or contrary to such Plans. Approval of Plans, or any other approvals, variances or consents by the ARC, are given solely to protect the aesthetics of the Property in the judgment of the ARC and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with all applicable Laws, nor shall ARC approval be deemed approval of any Plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who

submits Plans for approval agrees, by submission of such Plans, and every Owner or occupant, tenant and subtenant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages from the Board, the ARC, the Declarant, and the Association, and shall be deemed to have automatically agreed to hold harmless and indemnify the Board, the ARC, the Declarant and the Association, and all of the foregoing's directors, officers, members, agents and employees from and for any loss, claim, liability, expenses, causes of action or damages connected with the aforesaid aspects of the Plans, improvements or alterations.

Section 7.07 Enforcement. Declarant and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARC. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' and paralegals' fees and costs and expenses incurred, whether or not judicial proceedings are involved, including the attorneys' and paralegals' fees and costs, and expenses incurred on appeal from judicial proceedings, shall be collectible from the non-compliant violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right, but not the obligation, to enter upon the Owner's Lot, make such corrections, alterations or modifications as are necessary, or remove anything in violation of the provisions hereof, the Rules and Regulations, or the Planning Criteria, and charge the costs and expenses thereof to the Owner as an Individual Assessment. Declarant, the Association, the Board and the ARC and all of the foregoing's directors, officers, members, agents and employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence, intentional misconduct or intentional wrongdoing.

Section 7.08 Exemption. Notwithstanding any conveyance to the CDD, Declarant and each Approved Builder, before and after Turnover, shall be exempt from any Planning Criteria and the architectural control provisions of this Article VII. Declarant and each Approved Builder, before and after Turnover, shall be entitled to construct or install any new Improvement, and to alter or change or modify any existing Improvement, without submitting Plans to or obtaining the approval of the ARC.

Section 7.09 No Waiver of Future Approvals. The approval of the ARC of any proposals or Plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, Plans, specifications, drawings or matters subsequently or additionally submitted for approval or consent.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 8.01 Owner's Responsibility.

A. Each Owner shall keep and maintain that Owner's Lot, Dwelling and all buildings and other improvements and structures and landscaping located on that Owner's Lot

in good repair and in a neat, orderly and attractive condition. The minimum (but not exclusive) standard for maintenance of improvements and structures shall be consistent with the approved Plans thereof and with the general appearance of the other Dwellings and improvements in the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness).

B. The maintenance obligation of each Owner as to Dwelling, building, structure and improvements on the Owner's Lot shall include, without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, awnings, trellises, decorative facades, screens, windows and doors. Owner's shall have their Dwellings (including the roof) and all external improvements such as driveways, sidewalks, decks, patios, and lanai floors, walls and screen professionally power washed as necessary, but no less than once every three (3) years.

C. Owners shall clean, repaint or re-stain, as appropriate, the exterior portions of the Dwelling, building, structure and improvements on the Owner's Lot (with the same colors as initially approved or with another color or colors approved by the ARC), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards.

D. Each Owner shall also keep, maintain and irrigate the trees, shrubbery, grass and other landscape materials located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum (but not exclusive) standard for maintenance of landscaping on the Owner's Lot shall be consistency with the approved Plans thereof and with the general appearance of the other occupied Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

E. Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of dead, damaged or diseased plantings.

F. Each Owner shall grass over, mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted Street depicted on any Recorded Plat abutting the Owner's Lot.

G. A Xeriscape or Florida-friendly landscape landscaping plan designed and constructed in accordance with the definition of such terms in Section 373.185 of the Florida Statutes, shall be permitted. Any Xeriscape or Florida-friendly landscape landscaping plan shall be subject to review and approval by the ARC, consistent with the terms of this Declaration and any Rules and Regulations of the ARC, including, but not necessarily limited to, any Rules and Regulations of the ARC governing the implementation of Xeriscape or Florida-friendly landscape landscaping plans within the Property.

H. If an irrigation system capable of using reclaimed water for irrigation purposes is installed adjacent to or on a Lot, and reclaimed water shall be or become available, then in such events, the Association shall: (i) require the Owner of each such Lot to use the reclaimed water for irrigation purposes; and (ii) if applicable, charge the Owner of each Lot served by the reclaimed water system a fee for the use of such reclaimed water based on either, as

determined by the Association, (A) a uniform rate applicable to all Owners evenly, or (B) the volume of reclaimed water used at each Lot.

I. The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or any Dwelling, building or structure or improvement located thereon in the event of default by any Owner in the duties hereby imposed under this Article VIII. Prior to performing such repair or maintenance, the Board must determine that there is need of repair or maintenance and whether such need detracts from the overall appearance of the Property. Except in emergency situations, prior to commencement of any such repairs or maintenance, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs or maintenance. Upon the Owner's failure to commence timely and to diligently pursue the requested repairs or maintenance, the Association and its designated agents, employees, contractors and subcontractors shall have the right to enter in or upon the Lot and the exterior of any Dwelling, building or structure or improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but not limited to, paint; power wash; repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces; clean or resurface paved access ways and parking areas; trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements; and to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Board, the Association, and the foregoing's respective directors, officers, members, agents, employees, contractors and subcontractors shall have no liability to the Owner or any occupant, tenant, subtenant or guest or invitee for trespass, or damage, or injury to property or person as the result of actions taken pursuant this paragraph, unless caused by gross negligence, intentional misconduct, or intentional wrongdoing.

Section 8.02 Assessment of Cost. The cost of any work performed by or at the request of the Association pursuant to Section 8.01 hereof shall be assessed as an Individual Assessment against the Owner of the Lot upon which such work is done.

Section 8.03 Access. In order to perform the repairs or maintenance authorized by this Article VIII, the designated agents, employees, contractors and subcontractors of the Association may enter upon any Lot and the exterior of any improvement located thereon during reasonable hours on any day except Sundays and legal holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time and on any day.

Section 8.04 Association's Responsibility. The Association and/or the CDD shall maintain and keep in good repair the Common Area, and as the Board deems appropriate, the Areas of Common Responsibility, and the wall, landscaping, lighting, irrigation, signage, drainage and other improvements from time to time located on either of the foregoing. The Association and/or the CDD, all at Common Expense, acting by and through the Board, shall, in addition to those general and specific duties, responsibilities, and obligations elsewhere referenced in the Governing Documents or imposed upon it by law, have the specific duties, responsibilities and obligations as may be necessary from time to time, to perform the obligations as specifically described in the Common Area Tract table, attached hereto as **Exhibit "D"** and made a part hereof.

ARTICLE IX

RESTRICTIVE COVENANTS

Unless otherwise inconsistent with or in direct conflict with the approvals, requirements, or laws of any applicable Governmental Authority, in which case said approvals, requirements, and laws shall govern and control only to the extent necessary to resolve any such inconsistencies or conflicts, the Property shall at all times and forever be subject to and encumbered by the following covenants and restrictions, which covenants and restrictions shall bind each and every Member, Owner and Lot, and shall bind and run with the land:

Section 9.01 Wells. No individual well water supply system shall be permitted on any Lot without the prior written approval of the ARC.

Section 9.02 Obnoxious or Offensive Activity. No activity or use shall be allowed upon any Lot or the Property which is a source of annoyance, embarrassment, harassment or discomfort to Owners or their tenants, subtenants, guests or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling, the Common Area or the Areas of Common Responsibility. The use of any Lot and the Property shall comply with all applicable Laws. Each Lot and the Property shall be used, enjoyed, held and occupied in such manner as not to cause or produce any of the following effects discernible outside any Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

Section 9.03 Rules and Regulations. Reasonable rules, regulations, policies, procedures and standards may be promulgated by the Board, as to the use and enjoyment of the Property (the "Rules") and such Rules shall be observed by the Owners, Members, tenants, subtenants, licenses, invitees, guests and occupants of all Lots. Such Rules may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers, loud music, loud vehicles or other nuisances; garbage and trash disposal; parking; traffic; state of repair of vehicles; tree removal; animals; game and play structures and devices; swimming pools; television and telecommunications devices and antennae; driveways; walkways; sight distances at intersections; garages; and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce Rules. Such Rules may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.

Section 9.04 Animals. No animals of any kind, character, nature, or description shall be kept, raised, bred, or maintained on or upon any Lot; provided, however, that household, domesticated "Pets" (as that term is defined below), as allowed by the Local Government, may be kept on each Lot so long as they are not kept, raised, bred, or maintained thereon for any business or commercial purposes whatsoever. As used herein, the term "Pet(s)" shall mean and refer to birds, fish, dogs, cats, reptiles, insects, and all other non-human, non-plant living organisms, that: (i) have not been prohibited by the Board from time to time; and (ii) that are generally and commonly recognized as household and domestic pets in the County or City, as applicable, and

shall expressly exclude livestock of domesticated or undomesticated animals, fowl, and poultry, e.g., horses, cows, pigs, donkeys, squirrels, etc. Exotic animals such as, but in no way limited to, snakes and big cats (e.g., tigers, cougars, etc.) are not considered Pets and are expressly prohibited, as are breeds of any kind of Pet deemed aggressive from time to time by the Board. Only a reasonable number of Pets, as determined in the Board's discretion, may be kept on a Lot at any one time. Pets shall be sheltered inside buildings/improvements. No separate or exterior building/improvement for Pets shall be permitted on the Property. All Pets must be kept in a fully fenced area or leashed when outside of a building or Improvement and shall not be permitted to run loose. Invisible dog fences or barriers, if allowed at all within the Community, must first be approved by the ARC. No Pet shall be permitted to remain on the Property if it or they disturb the tranquility of the Property, the Community, the Association, or the other Owners or residents (e.g., excessive dog barking), if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are expressly excluded from the Property by the Board after notice and hearing. All owners of Pets are responsible for timely cleanup of Pet waste and the Board may elect to promulgate Rules and Regulations to enforce the same and other matters concerning Pets. Each Owner who determines to keep a Pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 9.05 Garbage and Trash; Recycling.

A. No garbage, trash, junk, refuse, rubbish, or waste materials shall be placed, kept, maintained, or stored on any Lot, except in covered containers and sealed sanitary containers of a type, size, color, and style which are required by the Local Government or pre-approved by the ARC. All such containers shall be kept inside Dwellings and screened from view from outside of the Lot, except when they are being transported and made available for collection. Containers transported and made available for collection shall not be placed at any Lot curb or outside any Dwelling earlier than 6:00 p.m. on the evening prior to the scheduled pickup, and must be retrieved and returned to storage inside the Dwelling by no later than 9:00 a.m. on the date after the pickup occurs. Garbage, trash, junk, refuse, rubbish, or waste materials, regardless of the type or cause, must be removed from the Lot by the Lot Owner and may not be permitted to stay or accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Lot. Notwithstanding anything to the contrary set forth above in this Section 9.05 if required by the Local Government in connection with the development of the Community, Declarant shall establish, on Common Area or otherwise, a centralized garbage collection and recycling facility (collectively, "Garbage Facility") at or near the main entrance of the Community, all in accordance with the Local Government requirements regarding establishment of the Garbage Facility. After Declarant establishes and constructs the same, the administration, regulation, care, maintenance, repair, restoration, replacement, insuring, preservation and protection of the Garbage Facility, regardless of whether or not the same is located on Common Area, shall be done by the Association at Common Expense, all in accordance with the Local Government's requirements regarding same. Rules and Regulations may be promulgated from time to time regarding the use of the Garbage Facility.

B. The Board may establish a recycling program and recycling center within the Community and in such event, all occupants of Dwellings shall support such program

by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is set up to accommodate. The Association may, but shall have no obligation to purchase recyclable materials in order to encourage participation and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

Section 9.06 Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and the same may be installed only within an approved accessory building or structure, within a screened area, and they shall otherwise comply with Rules and Regulations established from time to time and applicable Law.

Section 9.07 Vehicles.

A. Unless express prior written approval is given by the Board, in the Board's sole and absolute discretion, no commercial vehicle (including, but not limited to, any vehicle operated for the transportation of persons or property in the furtherance of any business, commercial, manufacturing, or industrial enterprise, for-hire, not-for-hire, or otherwise), recreational vehicle (including, but not limited to, personal water craft, all-terrain vehicles, and two-wheeled dirt bike motorcycles), camper, mobile home, motor home, boat, house trailer, boat trailer, or trailer of any other kind or description (collectively, "Prohibited Vehicle(s)"), shall be permitted to be parked or to be stored at any place on the Property, unless Declarant designates specifically certain spaces for some or all of the above, in which case Declarant or the Association may charge for the use of such spaces. Provision for temporary visitation of Prohibited Vehicles may be established by the Board. The foregoing prohibition of parking shall not apply to temporary parking of commercial Prohibited Vehicles, such as for pick-up and delivery and other bona fide temporary commercial services being delivered or provided to a Lot or Dwelling, nor to Prohibited Vehicles which are stored within a Dwelling's closed garage, nor to any Prohibited Vehicles of Declarant or its affiliates or any Approved Builder or building contractor, and their subcontractors, suppliers and consultants, designated by Declarant in writing from time to time. Marked or unmarked police and other law enforcement vehicles, and other municipal vehicles are specifically excluded from the definition of Prohibited Vehicles.

B. No vehicle, regardless of whether it would otherwise be permitted to be parked on any Lot or other part of the Property, shall be permitted to be parked on any Lot (unless permanently in a garage) or other part of the Property if such vehicle is not fully functioning and operational, currently registered by the State of Florida or another U.S. state, and currently tagged (with a license plate affixed in the proper place(s) on said vehicle) by the State of Florida or such other U.S. state in which the vehicle is registered.

C. All vehicles must be parked on surfaces designed for vehicle parking (e.g. parking areas or lots and driveways) and shall not in any event be parked on individual lawns or the landscape areas of any Common Areas. Vehicles shall not be parked in a manner which would block fire hydrants, dumpsters, sidewalks or pedestrian or bicycle paths, and shall otherwise comply with all parking and standing rules, regulations, and Laws.

D. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for (i) emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility; or

(ii) repairs completed within the garage (in which case no garage doors shall be left open overnight or at any other time when the subject vehicle is not actually being worked on or repaired).

E. Inoperable vehicles (e.g. missing major components such as engines and/or transmissions, one or more flat tires, etc.), or derelict vehicles (e.g. broken glass, severely damaged body panels, unpainted body panels, etc.) must be fully enclosed within a closed garage at all times, and in any case may not be parked in plain view.

F. As long as the provisions of Section 715.07 of the Florida Statutes are complied with, any vehicles parked in violation of the aforementioned or other restrictions contained herein, or in violation of any Rules and Regulations, may be towed by the Association at the sole cost and expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or the owner thereof is otherwise notified. The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal or civil act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner thereof to receive it for any other reasons, shall be grounds for relief of any kind. An affidavit of the person posting such notice on any vehicle stating that it was properly posted shall be conclusive evidence of proper posting.

Section 9.08 Visibility of Intersections. No obstruction to visibility at Street intersections shall be permitted. The Association shall not be liable in any manner to any person or entity, including Owners, their guests, tenants, subtenants, licensees and invitees, for any damages, injuries or deaths arising from any violation of this Section 9.08.

Section 9.09 Temporary Structures. No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted in the Property, except as approved by the ARC, and except for temporary Improvements used solely in connection with the construction of ARC approved permanent Improvements and removed immediately upon completion of such ARC approved permanent Improvement. Neither Declarant, nor any Approved Builder doing business in the Property shall be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided the same are in compliance with all applicable Laws.

Section 9.10 Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot (including within any window) without the prior written approval of the ARC. Notwithstanding the foregoing, the following shall be permitted without prior approval of the ARC: (i) street number and name signs; and (ii) one (1) professionally made, non-digital, non-electric (or otherwise illuminated) sign constructed of metal or wood, installed on one wooden 4" by 4" post, and of not more than eight (8) square feet of surface area per side (2 sides maximum), containing no handwriting whatsoever, and used solely in connection with the marketing of the affected Lot for sale or lease. Wire-stake signs, commonly known as "H-Frame" or "U-Frame" signs, are expressly prohibited ("Sign Criteria"). The ARC shall have the right to establish guidelines so as to require a uniform standard for signs in the subdivision. Additionally, an Owner may display a sign of reasonable size provided by a contractor for security services provided that said sign is located no more than ten (10) feet from any entrance to a Dwelling. Declarant or the Association may enter upon any Lot and remove

and destroy any sign which violates this Section 9.10. This Section 9.10 shall not apply to Declarant or to any Approved Builder.

Section 9.11 Air Conditioning Equipment. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless previously approved by the ARC, which approval may be based on the aesthetics or adequacy of screening of such equipment. Window and wall air conditioning units are prohibited on the Property.

Section 9.12 Exterior Electronic or Electric Devices; Solar Panels.

A. No exterior antennas and no citizen band or short wave antennas or satellite dishes in excess of one meter in diameter shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines. The location of any approved satellite dish must be approved by the ARC, which may require appropriate screening; provided, however, that the satellite dish shall be allowed in the least obtrusive location where the satellite signal may be received.

B. No solar heating equipment, panels, collectors, or devices (collectively, "Solar Equipment") is permitted on or outside of any enclosed structure on any Lot, except such Solar Equipment whose installation and use is protected by U.S. federal or Florida law including, but not limited, by Section 163.04 of the Florida Statutes. Notwithstanding such protection, for aesthetic purposes, and to the maximum extent permitted by Section 163.04 of the Florida Statutes, the location, type, and design of all Solar Equipment must be approved by the ARC prior to installation and use of same, which approval, if granted, may require landscape or other screening, in the ARC's determination and reasonable discretion. An application for use and installation of such Solar Equipment must be submitted for approval to the ARC prior to installation and approval and will be granted only if: (i) such Solar Equipment is designed for minimal visual intrusion when installed (that is, located in a manner which minimizes visibility from all Streets and adjacent Lots); and (ii) the Solar Equipment complies to the maximum extent feasible with the ARC's requirements and the Planning Criteria. Without limiting, and in addition to the foregoing, Declarant or the ARC may determine the specific location where solar collectors may be installed on the roof of any Dwelling or building within an orientation to the south or within forty-five (45) degrees east or west of due south if such determination does not impair the effective operation of the solar collectors.

C. Each Owner who elects to install approved exterior antennas or Solar Equipment on any Lot or improvement thereon, pursuant to the terms of this Section 9.12, hereby agrees to release, indemnify and hold harmless the Association, the CDD, Declarant, Board, ARC, and all of the foregoing's directors, officers, members, agents and employees, together with all other Members, from and for any and all claims, costs, liabilities, or expenses arising from, or related to, such exterior antennas or Solar Equipment installed by or at the direction of such Owner on the Owner's Lot or improvement thereon. Each Owner shall be responsible for the maintenance, operation, installation, and removal of the exterior antennas and Solar Equipment, if any, on the Owner's Lot. Further, not in limitation of the foregoing, the Association shall have the right following delivery of prior written notice to such Owner to temporarily remove any such exterior antennas or Solar Equipment and later reinstall same in connection with the

Association's performance of its roof replacement and other obligations impacted by such exterior antennas or Solar Equipment, at such Owner's expense, and levy an Individual Assessment against such Owner's Lot to reimburse the Association for its costs incurred in connection with the foregoing.

Section 9.13 Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter, by the Board.

Section 9.14 Completion. Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end so that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the Streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

Section 9.15 Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an ARC approved improvement (or by Declarant, by a Builder, or in connection with development of the Property) and must be in accordance with the Permit; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved Plans and the Permit.

Section 9.16 Sidewalks. If required by the Local Government, the Owner of each Lot shall construct, prior to occupancy of the Dwelling on that Lot, a sidewalk along each boundary line of the Lot which abuts a platted Street shown on any Recorded Plats.

Section 9.17 Fences and Walls. Except for fences and walls constructed by Declarant, the CDD, or an Approved Builder, there shall be no fence or wall, dog runs or animal pens of any kind permitted on any Lot unless it has been approved by the ARC as to size, material, color, location, etc. Landscape buffers may be required by the ARC on the outside of any fences and walls. All fences must be of a material approved by the ARC and must be installed with the posts and supports on the inside. If the Owner of a Lot fails to timely remove any unauthorized or unapproved fence or portion thereof, the Declarant may remove such fence or portion thereof, in its discretion, without any liability whatsoever to said Owner, whereupon the fence or portion thereof may be disposed of. Notwithstanding anything herein to the contrary, so long as Declarant, or any Approved Builder maintains any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such permitted use.

Section 9.18 Yard Accessories and Play Structures.

A. Except as otherwise required by Law, all yard accessories and play structures, including basketball hoops or backboards and any other fixed games, shall be located at the side or rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side Street and to that portion of the rear yard which is no closer to the side Street than a fence would be permitted to be located by the Local Government. The location of any play structure or permanent basketball structure shall be approved in writing by the ARC prior an Owner locating or installing the

structure on a Lot. Basketball structures, either permanently mounted to a Dwelling above the garage or mounted to a permanent pole, will be allowed only under the following conditions:

- (i) basketball hoops and structures must be well-maintained, and free from any rust or discoloration;
- (ii) backboards must be transparent or white, and NBA approved, with a limit of two colors of trim;
- (iii) basketball hoop nets are limited to white nylon;
- (iv) the location of the basketball hoop and structure must first be approved in writing by the ARC;
- (v) If pole-mounted, the pole must be metal, either black or galvanized and permanently mounted into the ground with a concrete base; and
- (vi) No permanent basketball structures may be placed in any side yard.

Temporary basketball structures are allowed provided that they meet the requirements of items (i) through (iii) above. Temporary basketball structures shall be placed in the garage or laid down behind a fence when not in use so as not to be visible from the Streets or neighboring Lots. The time of play of basketball may be limited by the Board or the ARC to reasonable daylight hours.

B. Tree houses are prohibited within the Community.

C. The ARC may regulate the size and number (which could be zero) of permitted decorative statues or figures, birdbaths, bird houses, lawn ornaments and any other yard art.

Section 9.19 Use; Rentals; Timesharing.

A. Lots shall be used for single family residential purposes only. No trade, business, profession, occupation or other commercial activity or use shall be conducted on any Lot or within any Dwelling, provided, however, that an Owner or lawful Tenant of a completed Dwelling may use a single room within the Dwelling as an office for conducting business as long as the business: (i) does not involve or require regular visitation of the Lot or dwelling by clients, customers, suppliers, service providers, or other business invitees, or door-to-door solicitation within the Community; (ii) does not include the manufacture or distribution of any products or goods in the Dwelling or on or from the Community; (iii) is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (iv) complies with applicable land use and zoning requirements; (v) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined from time to time in the Board's sole discretion; and (vi) is not a daycare facility, child care facility, or assisted living/hospice facility. No signs shall be placed on any Dwelling or Lot which identifies the Dwelling or Lot as a place of business. For purposes

of this section, "(B)usiness" shall have its ordinary, customary, generally accepted meaning and shall include, without limitation, any occupation, work, trade, or activity undertaken from time to time or on an ongoing basis which involves providing goods or services to persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of monetary or non-monetary consideration, regardless of whether: (A) such activity is engaged in full or part-time; (B) such activity is intended to or does generate a profit; or (C) a license is required. This section shall not apply to restrict Declarant's or Declarant's affiliates' activities or those of a Builder, nor shall it restrict the activities of persons or entities Declarant approves with respect to the development and marketing/sale of property within the Community. This section also shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities. Permitted leasing of a Dwelling in accordance with the requirements of this Declaration is not a "business" within the meaning of this section. Temporary uses of Lots by Declarant and its affiliates or assigns (including Builders as may be designated by Declarant from time to time) for model homes, sales displays, parking lots, sales offices, and other offices or uses, or any one or combination of the foregoing, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings or structures erected by Declarant or its affiliates (except if such changes are made by Declarant) without the written consent of Declarant and the ARC as provided herein.

B. Owners shall be permitted to lease their Dwelling, provided that such lease shall require the tenant thereunder to comply with the Governing Documents and the terms and conditions of the Rules and Regulations. "Short-Term Rentals" (as that term is defined below) of Dwellings are prohibited. For purposes of this Declaration, the term "Short-Term Rentals" shall mean and refer to the leasing or rental of any Dwelling or Lot to a person or entity for a period of less than seven (7) consecutive months. Should an Owner enter into a lease or rental agreement, and said lease or rental agreement shall terminate or expire earlier than stated therein, then Owner may only enter into one more lease or rental agreement in the calendar year in which the previous lease or rental agreement terminated or expired. The subleasing or sub-renting of a Dwelling is subject to the same requirements and limitations as are applicable to the leasing or renting thereof. From time to time, the Association may reserve the right to approve of any form of Lease that an Owner wishes to use, or otherwise require inclusion in a Lease of certain provisions that the Association may deem necessary or appropriate to assure the Tenant's compliance with all the terms and provisions of the Governing Documents and the Rules and Regulations. The Association may charge a reasonable administrative fee not to exceed One Hundred and No/100 Dollars (\$100.00) for the required review of any lease or rental agreement, or such other amount as permitted by law from time to time. Dwellings shall be leased in their entirety, and no individual rooms may be leased. A true and correct duly executed copy of all lease or rental agreements shall be provided by the Owner to the Association within ten (10) business days of execution of such lease or rental agreement.

C. No time-sharing plan (as defined in Chapter 721, Florida Statutes, as may be amended from time to time), or any similar plan of fragmented or interval ownership of Dwellings shall be permitted. De facto timesharing of a Dwelling shall not be permitted. By way of example but not limitation, de facto timesharing shall include use of a Dwelling by multiple persons, such as siblings or business associates, who intend that they and their families would split occupancy of the Dwelling into different periods for use during the year.

Section 9.20 Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side Street lot line. Swimming pools, spas, hot tubs, decks, screens, screen enclosures, lanais, etc. (collectively, "Pool Improvements"), shall be designed to be compatible and "tie in" with the architecture and material of the subject Dwelling. Screen enclosures and lanais shall be a maximum of one (1) story in height (unless building architecture, as determined by the ARC, requires two (2) stories in height). Tree protection barricades shall remain throughout construction of all Pool Improvements. All swimming pools shall be constructed and built at existing grade unless otherwise expressly approved by the ARC. All Pool Improvements construction shall, at all times, be in accordance with all applicable laws. In no event shall any above-ground swimming pool be permitted within the Community. All swimming pool materials, equipment, and play toys stored on any Lot shall be screened from view from outside the Lot. Swimming pool security fencing and screen enclosures shall be installed subject to applicable hurricane standards within the Florida Building Code or other applicable jurisdictional codes. No Pool Improvements may be constructed, erected, or maintained upon any Lot without the prior written approval of the ARC.

Section 9.21 Dwellings.

A. No Dwelling shall contain less than 1,250 square feet of air-conditioned area under roof, exclusive of screened area, open porches, terraces, patios and the garage.

B. Each Dwelling shall have an attached fully enclosed garage capable of housing not less than two (2) standard sized automobiles with a minimum of one single overhead door, which shall not be enclosed for use as a living area.

C. Setbacks for Dwellings shall be as permitted by the Local Government.

D. No Dwelling shall exceed two (2) stories in height.

E. Except as permitted pursuant to Section 9.12 hereof or by the ARC, no projections of any type other than chimneys, skylights and vent stacks shall be placed or permitted to remain above any roof of any Dwelling.

F. No Dwelling shall have exposed structural block on any surface or building elevation.

G. All driveways shall be constructed of solid concrete or decorative pavers as approved in writing by the ARC.

H. Except as may otherwise be provided herein (if at all) with regard to central air conditioning compressor units, all oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a Street or other Lot.

I. Unless installed by Declarant, an Approved Builder, or the Association, the following fence materials are expressly prohibited: (a) metal, other than decorative aluminum; (b) plastic, other than PVC as approved by the ARC; (c) fabric of any type; (d) wood of any type; (e) bamboo; or (f) chain link.

Section 9.22 Tree Removal and Landscaping. Except if done by Declarant or an Approved Builder, trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed without the prior written consent of the ARC; provided, however, if approved in writing by the Local Government, trees located within six feet (6') of the location of the Dwelling may be removed, regardless of size, without prior approval of the ARC. More restrictive arbor ordinances or environmental Laws shall control in the event of conflict herewith. Except if done by Declarant or an Approved Builder, there shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARC has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns using St. Augustine Grass (i.e., *Stenotaphrum Secundatum* "Floratum" or a similar variety), Zoysia, or Bahia grass except in approved landscape or retained natural areas, or as otherwise installed by Declarant, an Approved Builder, or permitted by the ARC. All areas of each Lot not covered by building improvements or included within approved gardens and natural areas within the Lot shall be sodded prior to occupancy of the Dwelling on that Lot. Unless prohibited by Law, natural areas shall be finished by removal of underbrush and addition of mulch. Notwithstanding anything contained herein to the contrary and unless done so by Declarant or an Approved Builder, prior to Turnover no tree, regardless of size, shall be removed without prior written consent of the ARC.

Section 9.23 Debris. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion any Lot. In addition, each Builder shall maintain the Builder's Lots during and after construction on the Lots to maintain the Lots in a clean condition, and to ensure its construction sites are not unduly unsightly or unsanitary. Furthermore, each Builder shall at all times comply with the applicable laws, rules, regulations, ordinances and other government requirements during construction on the Lot.

Section 9.24 Pumping or Draining; Drilling or Mining. The Owner of any Lot which includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom, or by placing fill dirt or any other material or debris in said body of water. No Owner of any Lot may drill or mine for, or otherwise extract or attempt to extract, minerals, oil, gas, or any other natural resources or geological materials from the subsurface of said Owner's Lot or from any other portion of the Property.

Section 9.25 Ramps. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side Street.

Section 9.26 Firearms and Weapons. Except as otherwise authorized by applicable law, the discharge of weapons and firearms within the Property is prohibited. The phrase "weapons and firearms" includes bows and arrows, cross-bows, slingshots, "B-B" guns, pellet guns and other

firearms of all types and sizes. Each Owner who determines to keep weapons and firearms on or about the Property hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having a weapon(s) and firearm(s) on the Property.

Section 9.27 Declarant and Approved Builder Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant, each Approved Builder, and their respective successors and assigns have completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners, the Association, or the CDD shall interfere with, or allow the interference with, the completion of Declarant's and each Approved Builder's planned improvements and the sale of the Lots. Declarant and each Approved Builder may make such lawful use of the unsold Lots and the Common Area, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit Declarant or each Approved Builder, as applicable, from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant or each Approved Builder, as applicable, from any of the following:

- A. Doing on any property or Lot owned or controlled by it, whatever it determines to be necessary, convenient or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by Declarant at any time and from time to time, without notice); or
- B. Erecting, constructing and maintaining on any property or Lot owned or controlled by Declarant or Approved Builder, such structures as may be reasonably necessary for the conduct of its business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or
- C. Conducting on any property or Lot owned or controlled by Declarant or Approved Builder, its business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or
- D. Determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Development or the Property; or
- E. Maintaining such sign or signs on any property or Lot owned or controlled by Declarant or Approved Builder as may be necessary or desired in connection with the operation of any Lots owned by Declarant or Approved Builder or the sale, lease, marketing or operation of the Lots; or
- F. Recording Supplemental Declarations or amendments to this Declaration which modify or amend this Declaration, which add or withdraw Additional Property, or that otherwise allow or permit Declarant to effect any action which may be required of Declarant

by the Local Government or any other Governmental Authority or quasi-governmental agency in connection with the development and continuing operation of the Property; or

G. Notwithstanding any conveyance to the CDD, modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Area or utilizing all or portions of the Common Area for construction access or staging (provided that same does not impair existing platted access (as shown on any Recorded Plats) or utility services to the Lots); or

H. Causing utilities to be available to all portions of the Property, including, but not limited to, the reserving or granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections.

Section 9.28 Conservation Tracts. If any conservation tract is specifically designated as such on any Recorded Plat of the Property, then, except for those alterations made by Declarant and those additional alterations which may be permitted by applicable Governmental Authorities and the ARC, there shall be no further clearing, construction, grading or alteration of such tracts. Any portion of the Property which is designated on any Recorded Plat as "open space" shall not be developed in the future with any Dwellings or improvements and shall remain open space in perpetuity.

Section 9.29 Mailboxes.

A. Community mailboxes may be provided by the United States Postal Service ("USPS") and individual mailboxes on each Lot shall be prohibited while community mailboxes are utilized by the U.S. Post Office. If community mailboxes are not provided, each Owner shall install a U.S. Postal Service-approved mailbox, the color, style and design of which shall be subject to written approval by the ARC. All individual mailboxes shall be mounted on a 4" X 4" vertical post with a supporting bracket installed at a 45 degree angle to the post. Except for identifying numbers and letters, the mailbox shall be painted solid black and the post and support shall be painted solid white.

B. Notwithstanding the foregoing, in connection with the development of the Community, should: (a) the USPS require the use of cluster box units approved by the USPS ("CBUs") for the purpose of centralized mail delivery by the USPS ("Centralized Mail Delivery") to the Community or any part, section, or phase thereof; (b) any other Governmental Authority requires the use of CBUs for Centralized Mail Delivery to the Community or any part, section, or phase thereof; or (c) Declarant, in its sole discretion, desires to develop the Community or any part, section, or phase thereof with CBUs for Centralized Mail Delivery, then the Community or the applicable part, section, or phase thereof shall be developed with concrete slabs on, as applicable, Common Area or Limited Common Area to accommodate the subject CBUs. Unless otherwise undertaken by the USPS from time to time, the Association, as determined necessary by the Board, and, as applicable, at Common Expense or Limited Common Area Expense, shall be responsible for the routine maintenance, repair, and replacement of the aforementioned concrete slabs and all CBUs, all in accordance with any applicable requirements, rules, policies, and guidelines of the USPS. Notwithstanding the foregoing, neither Declarant nor the Association shall ever be responsible for the safety or security of any CBUs or any mailboxes or parcel

compartments contained therein. Each Owner and Member acknowledges and agrees that if at any time their Lot is or becomes serviced by CBUs, all mail delivery to said Lot by the USPS will be done via the mailboxes or parcel compartments contained within the CBUs, as opposed to individual, curbside mailboxes for said Lot.

Section 9.30 Windows. No security bar system may be installed or placed on any window or door of any Dwelling in the Property. Window treatments within any Dwelling constructed on a Lot shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding twenty-one (21) days after an Owner or tenant first moves into a Dwelling or while permanent window treatments are being installed, cleaned, or repaired. All window coverings shall be professionally made, uniform in appearance, and generally keeping with the exterior scheme of the Unit. No awnings, canopies or shutters shall be affixed to the exterior of a Dwelling on a Lot without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows on any Dwelling on a Lot shall be permitted unless approved in writing by the ARC. Window treatments on any Dwelling facing the street shall be of a neutral color, such as white, off-white or wood tones.

Section 9.31 Outdoor Drying. No clothing, laundry or wash shall be aired or dried outside of any building structure on any Lot, unless such clothing, laundry, wash and drying apparatus are fully screened from view from adjacent property and streets by fencing or landscaping. Such clothing, laundry, or wash shall not be placed outside before sunrise and shall be removed from the exterior of the Lot by sunset each day.

Section 9.32 Use of Name "Willowbrook North". No Owner (other than the Approved Builders) shall use the name(s) "Willowbrook North" or any logo associated with such name(s) and used by Declarant in connection with the Property, or any derivative of such name or logo, in any printed or promotional material or in any activity, without Declarant's prior written consent. Declarant and the Approved Builders may, however, use such names and logos with respect to any property or other development activities of Declarant or the Approved Builders, without the consent of any party, including any Owner.

Section 9.33 Garages. Garages are intended primarily for parking and vehicle storage. No garages may ever be converted to or otherwise used as: living space/quarters such as, but not limited to, family rooms, bedrooms, bonus rooms, recreational (rec) rooms, or secondary/mother-in-law suites; office space; or a workshop. Only the number of cars exceeding occupied garage spaces shall be parked on the driveway. Vehicles parked in the driveway shall be parked such that they are not blocking the sidewalk. Notwithstanding the foregoing, an Approved Builder may utilize a garage in a model homes as a sales office.

Section 9.34 Flags. Display of flags is permitted on Lots only as and to the extent expressly permitted pursuant to this Section 9.34. Each Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4.5 feet by 6 feet, which flag represents the United States Army, Navy, Air Force, Space Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Each Lot Owner may erect a single freestanding flagpole no more than 20 feet high on any portion of the said Owner's Lot ("Flagpole"), provided the Flagpole does

not obstruct sightlines at intersections and is not erected within or upon any easement area established, granted, or reserved pursuant to this Declaration or otherwise. Each Lot Owner may further display in a respectful manner from the Flagpole, one official United States flag, not larger than 4.5 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Space Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag of the State of Florida or the United States Army, Navy, Air Force, Space Force, Marines, or Coast Guard, or a POW-MIA flag, must be equal in size to or smaller than the United States flag. In addition to the foregoing, each Lot Owner may display either one (1) 2-sided decorative house flag or banner, or one (1) 2-sided decorative garden flag or banner, not larger than 29" wide x 44" long. Any such decorative flag or banner may only be displayed via a standard decorative neutral color flag pole or stand; must be professionally made of nylon, denier polyester, or similar material; must be in good condition, good taste, and not unsightly; unless installed by Declarant or approved in advance by Declarant, may not be used in connection with, as applicable, the advertising, advocating, promotion, marketing, sale, or leasing of the Property, the Community, any Lot, Dwelling, Member, Owner, Builder, product, good, service, business, real or personal property, or political party, candidate, or cause; and may not directly or indirectly, in anyway whatsoever, defame or cast negative light on or upon the Declarant, the Association, any Builder, the Community, the Property, any Lot, Dwelling, Member, Owner, product, good, service, business, real or personal property, or political party, candidate, or cause. Any holiday (e.g., Thanksgiving, Christmas, etc.) or seasonal (e.g., Spring) decorative flags and banners shall be subject to any Rules and Regulations regarding the time periods during which such flags and banners may be displayed. The Flagpole and aforementioned displays are subject at all times to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of the County or City, as applicable, and to all setback and locational criteria set forth in the Governing Documents.

Section 9.35 Holiday Decorations. The Board may, from time to time, as necessary, adopt reasonable size, location, time, place, manner, and other Rules and Regulations with respect to holiday symbols and decorations inside Dwellings or on Lots generally, which Rules and Regulations may include, but shall not be limited to, establishing schedules and time periods during which such displays are allowed. For example, a Rule and Regulation may provide that Christmas displays may not be erected or permitted on any Lot, or to be visible outside any Dwelling, prior to Thanksgiving in the year that the subject Christmas occurs, and must be removed no later than the end of the second week of January of the next calendar year.

Section 9.36 Approved Builders. All development, construction, and reconstruction of any Dwelling or other improvements on or about a Lot shall be performed by an Approved Builder and/or a Builder approved by Declarant, or by another licensed residential building contractor approved by Declarant or the ARC (after Turnover) ("Approved Builder"). As of the Effective Date of this Declaration, Declarant approves of and names DRB GROUP FLORIDA, LLC, a Delaware limited liability company ("DRB"), as an Approved Builder. DRB may designate two (2) additional Builders as Approved Builders.

Section 9.37 Solicitation. No soliciting shall be allowed at any time within the Property. Owners should notify the Association if a solicitor appears, and appropriate action may be taken by the Board.

Section 9.38 Yard Sales. The Board, in its sole and absolute discretion, may designate up to two (2) dates or weekends during each calendar year to hold and promote community-wide yard and/or garage sales. No other yard or garage sales shall ever be permitted to be held at any time within the Community by Owners or residents thereof.

Section 9.39 Exterior Lighting. Except as may be installed initially by Declarant or any Approved Builder, or any Builder upon receipt of Declarant's prior written approval, no spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any Common Area, or any part thereof without the prior written approval of the ARC and in accordance with the Planning Criteria and the Rules and Regulations. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

Section 9.40 Traffic Hazards. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of Improvements in the Community by Declarant which creates a traffic hazard or blocks the vision of motorists upon any of the Streets or intersections of the Community.

Section 9.41 Hurricane Shutters. Any hurricane shutters or other protective devices visible from the outside of a Dwelling (collectively, "Hurricane Shutters") shall be of a type approved in writing by the ARC. Unless applicable law otherwise expressly permits the permanent affixing of same, Hurricane Shutters may only be used on a temporary basis, and shall not be stored on the exterior of any Residence. Any approval by the ARC shall not be deemed as an endorsement of the effectiveness of any Hurricane Shutters. Hurricane Shutters may not be left closed for any extended period beyond the time needed to protect the Dwelling from damage caused by a hurricane, tropical storm, or other high winds event (collectively, "Storm Event"). Any approved Hurricane Shutters may be installed or closed up five (5) days prior to the expected arrival of a Storm Event, and must be removed or opened within five (5) days after the end or passing of the Storm Event or as the Board may determine otherwise. Except as the Board may otherwise decide, Hurricane Shutters may not be closed at any time other than a Storm Event. A Lot Owner or occupant who plans to be absent during all or any portion of a hurricane season, i.e., June 1st through November 30th ("Hurricane Season") must prepare their Dwelling prior to their departure by designating a responsible firm or individual to care for their Dwelling should a Storm Event threaten or damage the Dwelling. Said Lot Owner or occupant must furnish the Association with the names of such firm or individual prior to any Storm Event.

Section 9.42 Variances. Declarant and the Board shall have the right and power to grant variances from the provisions of this Article IX and from the Rules and Regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article IX in any instance in which such variance is not granted.

In addition to the aforescribed Use Restrictions, the Community shall also be subject to any restrictive covenants that are required to be imposed upon the Property in satisfaction of the requirements of the Local Government, or imposed by the Local Government in conjunction with its approval of the Plat ("**Local Government Use Restrictions**"), which Local Government Use

Restrictions shall constitute Use Restrictions for purposes of this Declaration, subject to all of the foregoing terms and provisions of this Article IX.

ARTICLE X

STORMWATER MANAGEMENT

Section 10.01 Association.

A. Pursuant to Fl. Stat. §617.0302(11), the Association, as a corporation not for profit organized under Chapter 617 of the Florida statutes, has the power to sell, convey, mortgage, pledge, lease, exchange, transfer, or otherwise dispose of all or any part of its property and assets.

B. Pursuant to Fl. Stat. §617.0302(2), the Association, as a corporation not for profit organized under Chapter 617 of the Florida statutes, has the power to sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

C. As a Common Expense, the Association shall have the authority at all times to contract for services to provide for operation and maintenance services concerning the Common Areas, the Stormwater or Surface Water Management System, any Association property, and the Association generally.

D. Unless conveyed to the CDD, the Association shall operate, maintain, and manage the Stormwater Management System(s) in a manner consistent with the requirements of the Permit and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

E. The Association shall levy and collect adequate Assessments (e.g., Annual Assessments and Special Assessments) against Members of the Association for the cost of maintenance, operation, repair, and replacement of the Stormwater Management System. The Assessments shall be used for the maintenance and repair of the Stormwater Management Systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

F. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the District prior to such termination, dissolution or liquidation.

G. In the event of conveyance of the Stormwater Management System to the CDD, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by the CDD, and be approved by the District prior to such conveyance.

H. Existence of the Association shall commence with the filing the Articles with the Secretary of State, Tallahassee, Florida, and the Association shall thereafter exist in perpetuity. However, if the Association is dissolved, the Stormwater Management System, any property containing the Stormwater Management System, and all water management portions of Common Areas, shall be conveyed to an entity meeting the requirements of subsection F directly above.

I. As provided elsewhere herein, this Declaration shall run with and bind and benefit the Property for a term of thirty (30) years from the Effective Date, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years, unless prior to the commencement of any 10-year extension period an instrument properly executed and signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is Recorded in the Public Records.

J. A "Recorded Notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be Recorded in the Public Records. If Rules are promulgated a copy of the Permit shall be attached to said Rules as an exhibit. The Registered Agent for the Association will maintain a copy of the Permit and copies of all further permitting actions for the benefit of the Association.

Section 10.02 Ownership/Control, Maintenance, and General Use of Stormwater Management System.

A. Unless conveyed to the CDD, the Association owns the Stormwater Management System. The Stormwater Management System is located on land that is designated as Common Area, is located on land that is owned by the Association, or is located on land that is subject to a perpetual easement in favor of the Association and its successors such that the Association has the perpetual right to operate and maintain the Stormwater Management System.

B. Unless conveyed to the CDD, the Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System as described herein. It is the responsibility of the Association to operate and maintain the Stormwater Management System. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved by the District. If monitoring and/or maintenance of wetland mitigation areas are required by the Permit, the Association, at Common Expense, or the CDD, shall be perpetually responsible for carrying out said monitoring and/or maintenance to complete any necessary or required tasks successfully, including meeting all conditions associated with said wetland mitigation, maintenance, and monitoring.

C. To the extent not included in the areas required to be maintained by the Association pursuant to Section 10.02.B above, each Owner shall, at that Owner's expense, grass over, provide routine landscape maintenance, mow and keep free of trash and debris, on a routine basis, those portions of the Stormwater Management System located on or within that Owner's Lot (whether or not included in a platted drainage easement depicted on any Recorded

Plat), failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. Each Owner shall be responsible for the "Maintenance, Operation and Repair" (as that term is defined below) of the swales, if any, on the Owner's Lot, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. The term "Maintenance, Operation and Repair", as used in this Declaration, shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted or required by the Permit or the District. Filling, excavation, or construction of fences, or the existence of anything else that interferes with drainage or otherwise obstructs the surface water flow in the swales is prohibited. No alteration of the swale shall be authorized and any damage to any swale, whether caused by natural or human-induced phenomena, shall be repaired and the swale returned to its former and proper condition as soon as possible by the Owner(s) of the Lot(s) upon which the swale is located, failing which the Association shall perform the required repair and may levy an Individual Assessment to cover the costs thereof.

D. Unless first approved by the ARC and the District, no Owner, including Declarant, may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on, or across any Lot, Common Area, Areas of Common Responsibility, or any easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affects the drainage of or to neighboring Lots or the Common Area, or any Areas of Common Responsibility.

E. It shall be the responsibility of each Owner, at the time of construction of the Dwelling or any other structure or building on that Owner's Lot, to comply with the approved construction plans for the Stormwater Management System on file with the District.

F. Fences may only be permitted within drainage easements on an Owner's Lot so long as the fence does not block or impede the flow of water through the drainage easement area. With regard to any fences permitted within drainage easements pursuant to the terms hereof, the Owner of the subject Lot shall be responsible for removal/replacement of the fence or any portion thereof if removal of same is required in connection with any maintenance, repair, construction, or installations concerning the drainage easement area or the Stormwater Management System. Notwithstanding the foregoing, if the Owner of the subject Lot fails to timely remove any such fence or portion thereof, the Declarant, the Association, and any Governmental Authority (including, but not limited to, the District) may remove such fence or portion thereof, in its discretion, without any liability whatsoever to said Owner, whereupon the fence or portion thereof may be disposed of, and without the party removing the fence or any portion thereof being required to thereafter reinstall or replace said fence or portion thereof.

G. ALL OWNERS ARE HEREBY ADVISED THAT A PERMIT FROM THE DISTRICT AND/OR THE CITY OR COUNTY WILL BE REQUIRED IF ANY OF THE FOLLOWING ITEMS ARE PROPOSED: (I) ANY ALTERATION TO THE STORMWATER MANAGEMENT SYSTEM; OR (II) ENCROACHMENT INTO THE

WETLANDS, WETLAND BUFFERS, OR ADJACENT OFF-SITE PROPERTY LINE BUFFERS.

Section 10.03 Easements for Access and Drainage.

A. The Association, or the CDD, as applicable, shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System for access thereto and to operate, maintain or repair the system. By virtue of said easement, the Association, or the CDD, as applicable, shall have the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by the Permit, subject to any maintenance responsibilities assumed by any Governmental Authorities. Additionally, the Association, or the CDD as applicable, shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the Association, or the CDD as applicable, and the District.

B. Each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment to drain across the Stormwater Management System in accordance with the Permit, District rules, and the Rules and Regulations.

Section 10.04 Amendment to Declaration. Any Amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior written approval of the District. Any proposed Amendment to this Declaration affecting the Stormwater Management System (including environmental conservation areas and the water management portions of the Common Areas) shall be submitted to the District for a determination of whether the Amendment necessitates a modification of the Permit. If a modification is necessary, the District will so advise the Permit's permittee. The Amendment affecting the Stormwater Management System may not be finalized until any necessary Permit modification is approved by the District or the Association is advised that a modification is not necessary.

Section 10.05 Enforcement. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. The District has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System facilities or in mitigation or conservation areas under the responsibility or control of the Association.

ARTICLE XI

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner may impose any additional covenants, conditions or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter, without the prior written approval of the Board.

ARTICLE XII

AMENDMENT

Section 12.01 Amendment by Members.

A. Amendment by Written Instrument. This Declaration may be amended (an "Amendment") at any time by the holders of a simple majority of the votes in the Association (without regard to membership class). Upon approval of an Amendment in accordance with the preceding sentence, the Board shall direct the appropriate Officer, agent or employee of the Association to have a written instrument prepared in recordable form which instrument shall set forth the text of the approved Amendment, and which Amendment shall also comply with all requirements of the Association Act. Upon execution of the Amendment by the holders of at least a simple majority of the votes in the Association (without regard to membership class), the Board shall direct the appropriate Officer, agent or employee of the Association to Record the Amendment in the Public Records. The Amendment will be deemed effective upon Recording.

B. Amendment by Vote at a Duly-Authorized Meeting. An Amendment may be proposed by Declarant or an Approved Builder (before or after Turnover), the Association, or after Turnover, through a petition signed by ten percent (10%) of the Owners. If a proposed Amendment is to be adopted by a vote, a written copy of the proposed Amendment shall be furnished to each Owner at least thirty (30) days, but not more than ninety (90) days, prior to a duly-authorized meeting called to discuss the proposed Amendment. To pass, the proposed Amendment shall be approved upon the affirmative vote of at least a simple majority of the membership casting votes (either in person or by proxy) (as governed by Section 12.01.A herein) at a meeting duly called to consider the proposed Amendment. Upon the approval of an Amendment pursuant to this Section 12.01.B, the President and Secretary shall execute a written instrument in recordable form which shall set forth the text of the Amendment, the effective date of the Amendment, the date of the meeting of the Association at which such Amendment was adopted, the date that notice of such meeting was given, the total number of votes cast at the meeting (either in person or by proxy), the total number of votes necessary to adopt the Amendment, the total number of votes cast for the Amendment, and the total number of votes cast against the Amendment. The written Amendment executed by the President and Secretary shall be Recorded in the Public Records. The Amendment will be deemed effective upon Recording.

C. Amendment by Declarant. Until such time as Turnover occurs, Declarant specifically reserves the absolute and unconditional right to alter, modify, change, revoke, rescind, amend, restate, or cancel all or any portion of this Declaration (or any of the other Governing Documents) or the restrictive covenants contained in this Declaration (or in any of the

other Governing Documents); provided, however, that to be valid and enforceable, any such amendment by Declarant must: (i) be joined in and consented to in writing by all Approved Builders, and (ii) may not be arbitrary, capricious, or in bad faith, destroy the general plan of development of the community, prejudice the rights of existing Non-Declarant Members to use and enjoy the benefits of Common Area, or materially shift economic burdens from the Declarant to the existing Non-Declarant Members. Following Declarant's relinquishment of control of the Association, this Declaration may only be amended pursuant to the provisions of such Section 12.01.A and Section 12.01.B hereof.

Section 12.02 Restrictions on Amendments. Notwithstanding anything to the contrary contained in Section 12.01 hereof, no Amendment to this Declaration may: (i) remove, revoke, or modify any right or privilege of Declarant without the prior express written consent of Declarant or the assignee of any such right or privilege which consent may be granted, conditioned or denied in such party's absolute and sole discretion; (ii) impair the validity or priority of the lien of any Mortgage or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees; (iii) to the extent that any provision of the Declaration has been included to satisfy a condition of approval of a planned development, preliminary subdivision plan, development order or a subdivision plat of the property, such provision shall not be changed, amended, modified or otherwise deleted or eliminated without the prior written consent of the applicable Governmental Authority; (iv) result in or facilitate a termination of the Association's obligation to maintain the Common Area; (v) remove, revoke, or modify any right or privilege of Approved Builder without the prior express written consent of Approved Builder or the assignee of any such right or privilege; or (vi) change, amend, modify, eliminate or delete the restrictions contained in this Section 12.02. Additionally, any proposed Amendment which would have the effect of materially altering the general plan of development for the Development or which would materially prejudice the Owners' rights to use and enjoy the benefits of the Common Area, shall require the unanimous written consent of all Owners. No Amendment shall be permitted that would violate the Association Act.

Section 12.03 Recording of Amendments. Any amendment to a Governing Document shall be recorded by the Declarant or the Board, as applicable, in the Public Records to the extent required by Section 720.306(1)(e), Florida Statutes.

ARTICLE XIII

HUD/FHA/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of the U.S. Department of Housing and Urban Development (HUD), the Federal Housing Administration (FHA), the U.S. Department of Veterans Affairs (VA), the District, or any successor department or agency of any of the foregoing, requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Area, dedication to the public of any Common Area, any Amendment, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured, guaranteed, or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation,

mortgaging, dedication, Amendment or dissolution, then the required consent or approval shall be obtained.

ARTICLE XIV

DURATION AND TERMINATION

This Declaration shall run with and bind and benefit the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the Effective Date, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument properly executed and signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is Recorded in the Public Records.

ARTICLE XV

ENFORCEMENT

Section 15.01 Compliance by Owners. Every Owner and all guests, tenants, subtenants, occupants, licensees, and guests and invitees of any Member, shall comply with the restrictions and covenants set forth in this Declaration and any and all Rules and Regulations which from time to time may be adopted and/or amended.

Section 15.02 Enforcement. Failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with the restrictions and covenants set forth in this Declaration or the Rules and Regulations applicable to the Owner, the Lot, the Dwelling or the Property, shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner shall be responsible for all costs and expenses of enforcement, including, but not limited to, attorneys' and paralegals' fees actually incurred and court costs, fees and expenses. If any person shall violate or attempt or threaten to violate the provisions of this Declaration, it shall be lawful for Declarant, any Owner, or the Association: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the provisions of this Declaration; (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting or threatening to violate the provisions of this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted or threatened violations; or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity to address or prevent the violation or attempted or threatened violation of this Declaration. In addition, whenever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which violates the provisions of this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an Individual Assessment, and such entry and abatement or removal shall not be deemed a trespass or make Declarant, the Board, or Association, or the directors, officers, members, agents, employees, contractors or subcontractors of any of the

foregoing, liable for any damages on account thereof. The remedies contained in this Section 15.02 shall be cumulative of all other remedies now or hereafter provided by law, in equity, or by virtue of this Declaration. The failure of Declarant, the Board, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation contained in this Declaration, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

Section 15.03 Fines; Suspension. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors, (A) a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with any condition, covenant or restriction contained in this Declaration or any Rule or Regulation, and (B) the Association shall have the right to suspend for a reasonable period of time the rights of use of the Common Area and the facilities located thereon (except for vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park of defaulting Owners) provided that before imposing any fine or suspension, the following procedures are adhered to:

A. Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a hearing of a committee of at least three (3) Members who are appointed by the Board of Directors (the "Committee"), at which time the Owner may present reasons why a fine(s) or suspension should not be imposed. The members of the Committee shall not be Officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director, or employee of the Association. At least fourteen (14) days' advanced notice of such hearing shall be given.

B. Hearing. The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why a fine(s) or suspension should not be imposed. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee's hearing. The Owner shall have a right to be represented by counsel and to cross examine witnesses. If the Committee does not approve a proposed fine or suspension by majority vote, it may not be imposed.

C. Amounts. The Board of Directors (if the Committee's findings are made against the Owner) may impose a suspension or a fine in the form of Individual Assessments against the Lot owned by the Owner as follows:

(i) For each separate violation, a fine not exceeding One Hundred Dollars (\$100.00). Each day that there exists on any Lot any structure, thing or condition which violates this Declaration shall be considered a separate violation.

(ii) Because Declarant intends that the Property be developed and occupied as a high-end residential development, it is important that the Association have the authority and leeway to enforce the covenants, conditions, and restrictions set forth in the Governing Documents and the Rules and Regulations by meaningful fines. Therefore, fines may exceed One Thousand and No/100 Dollars (\$1,000.00) in the aggregate and there shall be no limit

on the aggregate amount of fines that may be levied for continuing violations of the covenants, conditions, and restrictions set forth in the Governing Documents or in the Rules and Regulations.

D. Payment and Collection of Fines. Any Owner against whose Lot fines have been levied shall remit such fines to the Association within thirty (30) days of receiving notice of such fines from the Association. The Association may pursue legal and equitable remedies to recover such fines. Fines shall be treated as an Individual Assessment subject to the provisions for the collection of Individual Assessments, and the lien securing same, as set forth herein.

E. Application of Proceeds. All money received from fines shall be allocated as directed by the Board of Directors.

F. Non-exclusive Remedy. These fines and suspensions shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fines paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by Law from such Owner.

G. CPI. Unless limited by Law, specific dollar amounts stated in this Section 15.03 shall increase from time to time by application of a nationally recognized consumer price index chosen by the Board of Directors, using the year of the Effective Date as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

H. Suspension of Voting Rights. In accordance with Florida law, the Association may suspend the voting rights of a Member for the nonpayment of regular Annual Assessments that are delinquent in excess of ninety (90) days.

ARTICLE XVI

DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

Section 16.01 Sufficient Insurance Proceeds. In the event of damage to or destruction of the Common Area or any portion thereof, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Area to be repaired and reconstructed substantially as previously existed prior to such damage or destruction.

Section 16.02 Insufficient Insurance Proceeds. If the insurance proceeds are not sufficient to effect total restoration of the Common Area, then the Association shall cause such portions of the Common Area to be repaired and reconstructed substantially as they previously existed (or with such modifications as may be approved by the Board in its sole discretion) and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners in accordance with the provisions of Article VI of this Declaration.

Section 16.03 Negligence or Willful Misconduct. Each Owner shall be liable to the Association for the cost to repair any damage to the Common Area not fully covered by collected insurance which may be sustained by reason of the negligence, willful misconduct or wrongdoing of any Owner or that Owner's tenants, subtenants, occupants, licensees, guests or invitees. In addition, the Association shall have the right to charge any Owner for the increase, if any, in any insurance premiums attributable to damage caused by such Owner or that Owner's tenants, subtenants, occupants, licensees, guests or invitees. The sums due from an Owner hereunder shall be an Individual Assessment against the Owner and that Owner's Lot and may be collected as provided elsewhere in this Declaration for the collection of Individual Assessments.

ARTICLE XVII

MORTGAGEE PROTECTION

Section 17.01 Records and Notices. The Association shall make available to all Owners and to all Mortgagees and guarantors of any Mortgages, for inspection, upon request, during normal business hours or as set forth in the Rules and Regulations, current copies of the Governing Documents and the books and records of the Association (including the Budget). All Mortgagees and guarantors of any Mortgages shall be entitled, upon prior written request, which request shall state the name and address of such holder, insurer, or guarantor, and to identify with particularity the encumbered Lot: (i) to receive a copy of the Association's financial statement for the immediately preceding Fiscal Year; (ii) to receive notice from the Association of an alleged default by any Owner in the performance of such Owner's obligations under the Governing Documents, which default is not cured within thirty (30) days after the Association learns of such default and to the extent that the Mortgagee, insurer and/or guarantor has an interest, by virtue of the Mortgage, in the Lot owned by the defaulting Owner; and (iii) to receive notice of any substantial condemnation loss or any casualty loss which affects a material portion of the Property or which affects the Lot(s) on which there is a Mortgage held, insured, or guaranteed by such Mortgagee.

Section 17.02 Adverse Events.

A. Any Mortgagee, insurer or guarantor of a Mortgage shall have, if first requested in writing, which request shall state the name and address of such holder, insurer, or guarantor, and to identify with particularity the encumbered Lot, to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Area, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot in which said holder, insurer or guarantor has an interest, and (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

B. Any failure by the Association to furnish any notice under this Section 17.02 hereof shall not result in liability of the Association because such notice is given as a courtesy to a requesting Mortgagee and guarantors of any Mortgages, and the furnishing of such notice is not an obligation of the Association to any Mortgagee or guarantors of any Mortgages.

Section 17.03 Failure of Mortgagee to Respond. Any Mortgagee or guarantors of any Mortgage who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response

from the Mortgagee within sixty (60) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XVIII

GENERAL PROVISIONS

Section 18.01 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 18.02 Enforcement. Without limiting the generality of Article XV, enforcement of the covenants and restrictions of the Declaration and the other Governing Documents may be accomplished by any proceeding at law or in equity against any person or persons violating or attempting or threatening to violate any condition, covenant or restriction of the Declaration or the other Governing Documents, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by the conditions, covenants and restrictions of this Declaration; and failure to enforce any condition, covenant or restriction of the Declaration or the other Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

Section 18.03 Interpretation. The article and section headings in this Declaration have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction of this Declaration. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

Section 18.04 Severability. If any clause or provision of any Governing Document is deemed by a court of law illegal, invalid, or unenforceable under any present or future Law, the remainder of such Governing Document shall not be affected thereby. It is the intention of Declarant that if any such provision of any Governing Document is held to be illegal, invalid, or unenforceable, there shall be added in lieu thereof a provision as similar in terms to such provision as is possible and still be legal, valid and enforceable.

Section 18.05 Effective Date. This Declaration shall become effective on the Effective Date, as defined above.

Section 18.06 Conflict. As more specifically addressed below, this Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Rules and Regulations, said Articles shall take precedence over conflicting provisions in the Bylaws and the Rules and Regulations, said Bylaws shall take precedence over conflicting provisions in the Rules and Regulations, and the Rules shall take precedence over conflicting provisions in the Planning Criteria.

Section 18.07 Cooperation. Each Owner, by acceptance of a deed conveying a Lot to the Owner or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree with Declarant, to cooperate in, and support, any and all zoning, administrative, governmental and/or quasi-governmental filings, applications,

requests, submissions and other actions deemed necessary, convenient or desirable by Declarant for development and/or improvement of the Property, including, without limitation, signing any required applications, subdivisions plats, etc., as the owner of any portion of the Property owned or controlled thereby when necessary or requested to do so by Declarant.

Section 18.08 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary or convenient for the purpose of later creating such easement as it was intended to have been created herein. All parties using easements granted in this Declaration shall use reasonable efforts to minimize interference with all other permitted uses of the easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such easement.

Section 18.09 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Area to the public, or for any public use.

Section 18.10 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest whatsoever in or to any Lot, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained in this Declaration, whether or not any reference hereto is contained in the instrument by which such person acquired such interest in such Lot.

Section 18.11 Execution of Documents Required by the Local Government. Declarant's plan for the development of the Development may require from time to time the execution of certain documents required by the Local Government. To the extent that said documents require the joinder of any or all Owners each of said Owners, by virtue of said Owner's acceptance of a deed to the Owner's Lot or other conveyance thereof, does hereby without further condition irrevocably give and grant to Declarant, or any of its officers individually, full power of attorney to execute said documents as the Owner's agent and in the Owner's place and stead.

Section 18.12 Construction. This Declaration may be amended without amending any of the other Governing Documents. The provisions of the Governing Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the community; to effectuate the purpose of creating a uniform plan for the operation of the Property; for the preservation of the value of the Property; and the protection of Declarant's rights, benefits, and privileges contemplated herein, in the other Governing Documents, and under the Association Act, to the fullest extent permitted by Florida law. If there is or should there ever be any conflicts between Florida law and the terms and provisions of the Governing Documents, or between the terms and provisions of more than one Governing Document, then the following order of priority and governance shall prevail, but only as necessary

to resolve such specific conflict(s): (A) Florida law; (B) this Declaration; (C) any Supplemental Declaration (in the event that there are multiple Supplemental Declaration, then the order of priority and governance of such Supplemental Declarations shall be based upon Recording order); (D) the Articles; (E) the Bylaws; (F) the Rules and Regulations; and (G) the Planning Criteria. If a Governing Document of a higher priority and governance, as established above, is amended in such a way that the terms and provisions of such Governing Document conflict with the terms and provisions of any lower priority Governing Documents, as established above, then the lower priority Governing Documents shall be deemed automatically and simultaneously amended with the amendment of the higher priority Governing Document, so that such lower priority Governing Documents may be read and interpreted to be consistent with the higher priority Governing Document. In no event shall any lower priority Governing Documents be amended if such amendment would conflict with the terms and provisions of any higher priority Governing Document, and any such purported amendment shall be automatically ineffective and void. Notwithstanding that some or all of the Governing Documents may have been prepared, initially, at the direction of Declarant, and notwithstanding any rule of construction to the contrary, the Governing Documents shall not be more strictly construed or interpreted against Declarant or any of Declarant's affiliates than against any other person or entity.

Section 18.13 Assignment of Rights and Duties. Declarant hereby expressly reserves and shall hereafter have the right to assign all or any part of the rights, powers, benefits, and reservations under the Governing Documents and under the Association Act to any corporation, company, partnership, firm, or any other legal entity of any kind, character or nature, whatsoever, that has or acquires fee simple interest in any part of the Property, and that accepts and assumes in writing the duties and liabilities of Declarant pertaining to the particular rights, powers, benefits, and reservations so assigned ("Assignee"). Upon the Recording of such instrument of assignment and assumption in the Public Records ("Assignment and Assumption"), Assignee shall, to the extent expressly set forth in such Assignment and Assumption, have the same rights, powers, benefits, and reservations of Declarant, and be subject to the same obligations, duties, and liabilities of Declarant as are herein or under the Association Act given to, accepted, and assumed by Assignee, as the case may be. Declarant hereby expressly reserves and shall hereafter have the right to appoint or designate one or more Co-Declarants, subject to the terms and conditions of the specific Assignment and Assumption appointing such Co-Declarant(s). Notwithstanding anything to the contrary contained herein or in the Assignment and Assumption, each Co-Declarant shall have all rights with respect to Lots owned by such Co-Declarant that are granted to another Co-Declarant with respect to their Lots and each Co-Declarant shall not be liable for the acts of any other Co-Declarant. Notwithstanding anything to the contrary contained herein, in any Assignment and Assumption, or otherwise, to the extent that any rights and liabilities of Declarant under this Declaration and under the Association Act are not expressly assigned and assumed pursuant to an Assignment and Assumption, such rights and liabilities shall remain Declarant's rights and liabilities.

Section 18.14 Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Member or Owner to cancel, rescind, or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Member or Owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any Mortgage, but such covenants or restrictions shall be binding upon and effective against such Owner of any of

said Property or any portion thereof whose title thereto is acquired by foreclosure, deed in lieu, trustee sale or otherwise.

Section 18.15 Negation of Partnership. None of the terms, conditions, or provisions of this Declaration shall be deemed to create a partnership between or among the Owners, Members, Association, or Declarant, nor shall it cause them to be considered joint-venturers or members of any joint enterprise. Each such entity shall be considered a separate entity and no such entity shall have the right to act as an agent for another unless expressly authorized to do so herein or by separate instrument signed by the party(ies) to be charged.

Section 18.16 Attorney Fees. In the event of the institution of any legal proceedings for any violation or attempted or threatened violation of any of the terms, covenants, restrictions, and conditions contained herein, or concerning the interpretation or application of any of the foregoing to any person or property, or for the collection of any sums due and payable hereunder, or for the foreclosures of any liens provided for herein, the prevailing party(ies) shall be entitled to recover all expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees, legal fees, and other costs and expenses of litigation connected therewith, which fees, costs, and expenses shall include those caused by reason of any appellate proceeding, re-hearing, appeal, post-judgment action, or otherwise, from the non-prevailing party(ies).

Section 18.17 No Vested Rights. Each Owner by acceptance of a deed to a Dwelling irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that Declarant and the Association shall have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the Effective Date or except as expressly set forth herein.

Section 18.18 Community Signage. Declarant may, but is not obligated, in its sole discretion, to construct or otherwise install signage at any entrance(s) of the Community which identifies the Community and includes a notation indicating that the Community was developed by "DRB Group Florida, LLC" or is a "DRB Homes Community", or by Declarant (or some similar reference to an entity affiliated with Declarant), including the use of any particular logos and/or trademarks utilized by Declarant, and convey any such signage to the Association along with a non-exclusive license to use the logos and/or trademarks depicted on the signage (but only for purposes of maintaining such logos/trademarks in the manner depicted on the signage at the time of conveyance and for no other purpose, such license being revocable by Declarant at any time). If any such signage is constructed/installed and conveyed to the Association or the CDD, the Association, at Common Expense, or the CDD, shall thereafter perpetually maintain such signage, at Common Expense, including perpetually maintaining the notation that the Community was developed by Declarant (or some similar reference to an entity affiliated with Declarant) in the same presentation as was utilized when such signage was conveyed to the Association, until such time as the Declarant may determine, in its sole and absolute discretion, that it no longer wishes to be referenced on the signage (upon which the Association shall, at Common Expense, remove such references). In addition to the foregoing, Declarant may elect at any time (prior to or after Turnover) to itself remove any such references on the signage, and Declarant hereby reserves any such rights and easements that are necessary to allow Declarant to do so. Declarant, via a

Recorded instrument, may assign or partially assign its rights under this Section 18.18 to any entity related to or affiliated with Declarant, or to one or more Builders.

ARTICLE XIX

DISCLAIMERS

Section 19.01 Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT, OR ANY APPROVED BUILDER, OR ANY OF THEIR DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, AGENTS OR EMPLOYEES (OR THE SUCCESSORS OR ASSIGNS OF ANY OF THE FOREGOING) IN CONNECTION WITH THE PROPERTY (INCLUDING ANY LOT, DWELLING, COMMON AREA OR AREAS OF COMMON RESPONSIBILITY), ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES, REGULATION THEREOF OR OTHERWISE. IF ANY SUCH REPRESENTATION OR WARRANTY CANNOT LAWFULLY BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, PRESUMPTIVE AND SPECIAL DAMAGES ARISING THEREFROM ARE HEREBY FULLY, FOREVER AND IRREVOCABLY WAIVED AND DISCLAIMED.

Section 19.02 Retaining Walls. Each Owner (by virtue of the Owner's acceptance of title to the Owner's Lot) acknowledges and agrees that elevation changes within the Property may have necessitated or required, or in the future may necessitate or require, the construction or installation of one or more retaining walls on or about the Property (collectively, "Retaining Wall(s)"). In connection with any such Retaining Walls, each Owner, occupant, tenant, subtenant, invitee, licensee or guest of any Lot or of the Property generally agrees to and shall: (a) exercise caution and care when around or near any Retaining Walls; and (b) not utilize any Retaining Wall or part thereof in any way, including, by way of example but not limitation, by climbing, scaling, or walking on a Retaining Wall; by affixing lights or hanging baskets or decorations on or to a Retaining Wall; by striking, piercing or damaging a Retaining Wall; or by otherwise directly or indirectly interfering with the intended purpose of any Retaining Wall. Without express prior written approval of the ARC, digging is prohibited within all easement areas adjacent to any Retaining Walls, as shown on the Plat, or as established by any written instrument Recorded by Declarant or the Association.

Section 19.03 Safety. Neither the Declarant, any Approved Builder, the Association, nor any of their respective partners, members, officers, directors, employees, or agents shall, in any manner or way, whatsoever, be considered as or deemed or construed to be insurers or guarantors of the personal safety or security of any persons, including, without limitation, any Owner or Member or any tenant, guest, invitee, employee, agent, or family member of such Owner or Member, or of any property, whether real, personal, or otherwise, from time to time located within or upon the Property or any portion thereof. Accordingly, neither the Declarant, any Approved

Builder, the Association, nor any of their respective partners, members, officers, directors, employees, or agents shall be responsible or held liable or accountable for the injury or death of any person or for the loss of or damage to any property by reason or on account of the failure of the Declarant, any Approved Builder, or the Association to limit or control access to the Property or any Retaining Walls, or by reason or on account of the ineffectiveness of any activities directed, conducted, maintained, or supported by the Declarant, any Approved Builder, or Association from time to time for such purposes. In this regard, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees, or family members of such Owner, shall, by virtue of the acceptance of a deed or other conveyance of a Lot or any other portion of the Property, be deemed to have acknowledged, understood, and agreed to the foregoing and further: (i) that notwithstanding any efforts or activities on the part of the Declarant, any Approved Builder, or the Association from time to time to limit or control access to the Property in general and any Retaining Wall in particular, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees, and family members of such Owner or Member: (a) shall take title to its Lots or any other part of the Property subject to, and hereby assumes, all risk of personal injury or death and damage to or loss of property, of whatever nature, while present or situate within or upon the Property; and (b) waives, and forever and irrevocably releases Declarant, any Approved Builder, and the Association from, any and all claims, losses, damages, causes of action or liabilities of any kind, character, or nature whatsoever with respect to any personal injury or death or damage to or loss of property while present or situate within or upon the Property; and (ii) that neither Declarant, any Approved Builder, or the Association, nor any of their respective partners, members, officers, directors, employees, or agents have made, nor has any Owner or Member, or any of Owner's or Member's tenants, employees, agents, guests, invitees, or family members relied upon, any representation or warranty, whether express or implied, pertaining to: (A) the safety of the Property; or (B) the effectiveness of any activities directed, conducted, maintained or supported by the Declarant, any Approved Builder, or the Association from time to time in order to limit or control access to the Property in general and any Retaining Walls in particular.

Section 19.04 Wet and Dry Retention Areas. Neither the Declarant, any Approved Builder, or the Association make any representation concerning the current or future water levels in any of the wet or dry retention areas within the Community; provided, further, neither the Declarant, any Approved Builder, or the Association bear any responsibility to attempt to adjust or modify the water levels since such levels are subject to seasonal groundwater and rainfall fluctuations that are beyond the control of the Declarant, any Approved Builder, and the Association. By acceptance of a deed to a Dwelling or Lot, each Owner acknowledges that the water levels of all wet or dry retention areas may vary. There is no guarantee by Declarant, any Approved Builder, or the Association that water levels will be constant or aesthetically pleasing at any particular time; at times, water levels may be nonexistent. Declarant, any Approved Builder, and the Association shall not be obligated to erect fences, gates, or walls around or adjacent to any wet or dry retention areas within the Community.

Section 19.05 General.

A. Notwithstanding anything to the contrary or otherwise contained in the Governing Documents, neither the Association, the Board, any Approved Builder, nor Declarant shall be liable or responsible for, or in any manner considered or deemed a guarantor or

insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property including, without limitation, residents and their families, agents, employees, contractors, subcontractors, licensees, tenants, subtenants, occupants, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(i) it is the express intent of the Governing Documents that the various provisions thereof which are enforceable by the Association, each Approved Builder, or Declarant or which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(ii) the Association is not empowered, nor has it been created, to act as an entity which enforces or ensures compliance with the Laws, or prevents tortious activities, actions or omissions; and

(iii) any provisions of the Governing Documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for such reason.

B. Each Owner (by virtue of the Owner's acceptance of title to the Owner's Lot) and each other person having an interest in or lien upon, or making any use of, said Lot or any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article XIX and shall be deemed to have automatically and irrevocably waived any and all rights, claims, demands and causes of action against the Board, the ARC, Association, each Approved Builder, or Declarant and arising from or connected with any matter for which the liability of the Board, the ARC, Association, such Approved Builder, or Declarant has been disclaimed in this Article XIX or in this Declaration generally.

C. UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, EACH OWNER (BY VIRTUE OF OWNER'S ACCEPTANCE OF TITLE TO THE OWNER'S LOT) ACKNOWLEDGES AND AGREES THAT SAID OWNER SHALL HAVE NO RIGHTS, RIPARIAN OR OTHERWISE, IN OR TO ANY BODY OF WATER, IF ANY, LYING WITHIN OR ADJACENT TO THE DEVELOPMENT.

D. As used in this Article XIX, the words "Association", "Approved Builder", and "Declarant" shall each include within their meanings all of the respective directors, officers, committees and board members, employees, agents, contractors, subcontractors (including without limitation management companies), and successors and assigns of each.

E. Waterbodies and Wildlife. THE COMMUNITY MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES OR OTHER BODIES OF WATER AND THERE MAY ALSO BE SUCH WATER BODIES IN THE VICINITY OF THE COMMUNITY (COLLECTIVELY "WATER BODIES") OR OTHER MANMADE, NATURAL, AND/OR ENVIRONMENTALLY SENSITIVE NATURE AREAS IN OR IN THE VICINITY OF THE COMMUNITY (COLLECTIVELY, WITH WATER

BODIES, THE “NATURE AREAS”). SUCH NATURE AREAS MAY SERVE AS HABITATS FOR A VARIETY OF NATIVE PLANTS AND WILDLIFE, INCLUDING, WITHOUT LIMITATION, INSECTS, VENOMOUS AND NON-VENOMOUS SNAKES, AND OTHER REPTILES, ALLIGATORS, AND OTHER ANIMALS (THE “WILDLIFE”), SOME OF WHICH MAY POSE HAZARDS TO PERSONS OR PETS COMING INTO CONTACT WITH THEM. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, THE CDD, THE ASSOCIATION, THE APPROVED BUILDERS AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE “LISTED PARTIES”) SHALL NOT BE LIABLE TO OWNERS, OCCUPANTS AND USERS FOR, OR RESPONSIBLE FOR MAINTAINING OR ASSURING, THE WATER QUALITY OR WATER LEVEL OF OR IN ANY WATER BODIES. ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE RELEASED THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH WATER BODIES. DECLARANT, THE CDD, THE APPROVED BUILDERS AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY WATER BODIES WITHIN OR IN THE VICINITY OF THE COMMUNITY. FURTHER, THE LISTED PARTIES ARE NOT RESPONSIBLE FOR MAINTAINING OR ASSURING SAFETY OF ANY OWNERS, OCCUPANTS OR USERS OF NATURE AREAS. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO ANY NATURE AREAS. ALL PERSONS USING OR ENJOYING NATURE AREAS OR SURROUNDING PROPERTY SHALL DO SO AT THEIR OWN RISK. ALL OWNERS, OCCUPANTS, AND USERS ARE FURTHER HEREBY NOTIFIED THAT FROM TIME TO TIME ALL TYPES OF WILDLIFE, INCLUDING, BUT NOT LIMITED TO, ALLIGATORS, SNAKES, BOBCATS, COYOTES, PANTHERS, BEARS, AND OTHER ANIMALS AND INSECTS, MAY LIVE, MIGRATE, CREATE HABITATS, OR ENTER INTO THE DEVELOPMENT, INCLUDING, BUT NOT LIMITED TO, THE NATURE AREAS AND SURROUNDING PROPERTY AND MAY POSE A HEALTH AND SAFETY THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY, OR DAMAGE CAUSED BY SUCH WILDLIFE. NO PERSONS SHALL SWIM IN ANY WATER BODIES WITHIN THE DEVELOPMENT NOT SPECIFICALLY DESIGNATED FOR SWIMMING, AND NO PERSONS IN THE DEVELOPMENT SHALL FEED ANY WILDLIFE IN OR AROUND THE DEVELOPMENT.

ARTICLE XX

COMMUNITY DEVELOPMENT DISTRICT

Section 20.01 Definitions. The definitions set forth in Article I of this Declaration are, as applicable, supplemented, amended, or replaced with the following definitions:

A. "CDD Facilities" shall have the meaning set forth in in this Article XX. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CDD FACILITIES ARE NOT COMMON AREAS WHICH ARE OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREAS.

B. "CDD" shall mean the **"Willowbrook Community Development District,"** a local unit of special purpose government created pursuant to Florida Statutes, Chapter 190.

Section 20.02 Generally. Portions of the Community may be owned by the CDD, such as open space areas, drainage systems, SWMS, utilities, the Wetland Conservation Areas and/or the Perimeter Fence (as defined herein). In the event that any portions of the Community are owned by the CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the CDD (the "CDD Facilities").

A. Creation of the CDD. The CDD has issued, and may in the future issue, special assessment bonds in one or more series (the "Bonds") to finance a portion of the cost of the CDD Facilities. The CDD is an independent, special-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the CDD puts Lots and other portions of the Community under the jurisdiction of the CDD. The CDD may be authorized to finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, SWMS, utility plants and lines, land acquisition, perimeter walls/fences, landscaping, street lighting, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within the Community (the "Public Infrastructure"). The estimated design, development, construction and acquisition costs for these CDD Facilities may be funded by the CDD in one or more series of governmental bond financings utilizing non ad valorem special assessments or other revenue backed repayment mechanisms. The CDD may issue both long term debt and short term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments (the "District Debt Service Assessments") levied on all benefited properties in the CDD, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds (the "District Revenue Bonds") may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the CDD may also impose an annual non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of its Public Infrastructure and services (the "District Maintenance Special Assessments").

B. CDD Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Polk County and disbursed to the CDD. The CDD also has the authority to levy ad valorem taxes but is not anticipated to do so. The homestead exemption is not applicable to the CDD assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special

Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds backed by District Debt Service Assessments are liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to CDD Facilities will be determined by the CDD. Any future CDD assessments and/or other charges due with respect to the CDD Facilities are direct obligations of Owner and are secured by a lien against Owner's Lot and Dwelling. Failure to pay such sums may result in loss of an Owner's Lot and Dwelling. The CDD may construct, in part or in whole, by the issuance of Bonds, certain facilities that may consist of, but not be limited to, roads, perimeter walls/fences, utilities and/or drainage system, as the CDD determines in its sole discretion.

Section 20.03 Common Areas and CDD Facilities Part of CDD.

A. Portions of the Common Areas may become part of the CDD. In such event, Common Areas will become part of the CDD Facilities, will be part of the CDD and the CDD shall govern the use and maintenance of the CDD Facilities. Some of the provisions of this Declaration will not apply to such CDD Facilities, as the CDD Facilities will no longer be Common Areas once they are conveyed to the CDD. ANY CONVEYANCE OF COMMON AREAS TO THE CDD SHALL IN NO WAY INVALIDATE THIS DECLARATION. Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the CDD or the Association. If conveyed to the CDD, such portions of the Common Areas shall thereafter be part of the CDD Facilities. CDD Facilities are not subject to Assessments. The CDD is anticipated to promulgate nonresident rates, rules, regulations and/or covenants that may outline use restrictions for the CDD Facilities, or the Association's responsibility to maintain the CDD Facilities pursuant to an agreement between the CDD and Association, if any. The establishment of the CDD and the inclusion of CDD Facilities in the CDD will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the construction and operation and maintenance of the CDD Facilities as set forth in this Section.

B. The CDD Facilities may be owned and operated by the CDD or owned by the CDD and maintained by a third-party, including the Association. The CDD Facilities may be owned by a governmental entity other than the CDD. The CDD Facilities will be used and enjoyed by the Owners on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the CDD Facilities, including the public subject to certain reasonable fees.

C. THE CDD FACILITIES MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT, APPROVED BUILDERS, THE CDD, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN THE COMMUNITY; PROVIDED, FURTHER, NEITHER THE DECLARANT, APPROVED BUILDERS, THE CDD, NOR THE

ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, APPROVED BUILDERS, THE CDD, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, APPROVED BUILDERS, THE CDD OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. DECLARANT, APPROVED BUILDERS, THE CDD, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN THE COMMUNITY.

D. Subject to Article VIII herein, the CDD will be responsible for the costs, charges and expenses incurred in connection with maintenance of the sidewalk, irrigation, trees and landscaping located in the right-of-way adjacent to any CDD Facilities. The cost associated with any such maintenance of the right-of-way may be charged to Owners as part of the District Maintenance Special Assessments. Each Owner agrees to reimburse the CDD any expense incurred in repairing any damage to trees or landscaping, and any damage caused to CDD Facilities, caused by such Owner's negligent or willful acts. Notwithstanding anything contained in this Section to the contrary, each Owner shall be responsible for the maintenance of all landscaping in public right-of-ways adjacent to such Owner's Lot.

E. The rear yard of some Lots may contain water body slopes. Such water body slopes will be regulated and maintained by the CDD. The Declarant hereby grants the CDD an easement of ingress and egress across all Lots adjacent to water body areas for the purpose of regulating and maintaining such water body slopes. Further, the Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to water body areas for the purpose of regulating and maintaining such water body slopes to the extent they are not regulated and maintained by the CDD. Owners are prohibited from modifying or building any impervious structure on water body slopes. Doing so may result in additional fines and penalties and removal of any impervious structures.

F. The Declarant and/or each Approved Builder may install perimeter walls or fences within the Community (the "Perimeter Fence"). The CDD at all times shall have the exclusive right to maintain, repair, or replace any portion of the Perimeter Fence within the Community, including portions of the Perimeter Fence located on Lots; however, each Owner shall maintain the interior of any Perimeter Fence or portion thereof located on Owner's Lot. The CDD has no obligations regarding private property fences located on Owner's Lot. The CDD may perform any such maintenance, repairs or replacement of the Perimeter Fence at the CDD's discretion and the costs of such maintenance, repairs or replacement may be paid by District Maintenance Special Assessments. Failure of the CDD to undertake any such maintenance, replacement or repair of the Perimeter Fence at any given point in time shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant and/or each Approved Builder, neither commits to, nor shall be obligated to, construct such Perimeter Fence.

G. Recreational Facilities. The CDD Facilities may include certain recreational facilities as determined by the CDD (the "Recreational Facilities"), which such Recreational Facilities shall be owned and maintained by the CDD. The CDD may adopt rules and policies as provided by Florida law for the CDD Facilities and Recreational Facilities to provide for efficient and effective CDD operations of the CDD Facilities and Recreational Facilities.

(i) Indemnification. By the use of the Recreational Facilities, each Owner, Tenant, Immediate Family Member and guest agrees to indemnify and hold harmless the Declarant, District, Approved Builders and the Association, and their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by Owners, Tenants, Immediate Family Members and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any insurance policies covering the Recreational Facilities.

H. Attorney's Fees. Should any Owner, Tenant or Immediate Family Member bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner, Tenant, and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

I. The CDD may contract with the Association for the maintenance, repair, and replacement of the CDD Facilities in the CDD's sole and absolute discretion and subject to any written agreement accepted by the Association. In addition, if the Association desires that the CDD Facilities, or any portion thereof, be maintained, repaired and/or replaced to a higher level or standard than that which the CDD provides, the Association shall have the right, with the written consent of the CDD and at the sole discretion of the CDD, to perform such additional maintenance, repair, and/or replacement as it desires, the costs and expenses of which shall be a part of the Common Expenses of the Association.

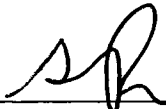
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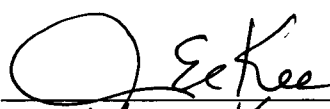
IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.


"DECLARANT"

Signed, sealed and delivered
in the presence of

KRPC WILLOWBROOK, LLC, a Florida
limited liability company


Print Name: Steve Rosser

By: 
Name: Alan E Keen
Title: Manager
Date: 2/10/25


Print Name: McKenzie D. Terrell

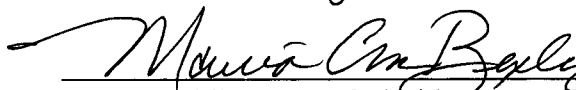
STATE OF FLORIDA

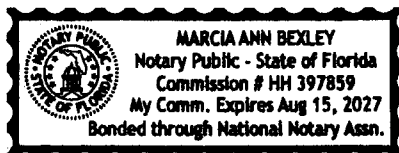
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me by means of ☒ physical presence or ☐ online notarization, ALAN E KEEN, as MANAGER of **KRPC WILLOWBROOK, LLC**, a Florida limited liability company, on behalf of said company, who is ☒ personally known to me or ☐ produced _____ as identification.

WITNESS my hand and official seal this 18th day of February, 2025

(NOTARIAL SEAL)


Notary Public, State of Florida
My commission expires: Aug. 15, 2027
(Seal)



JOINDER AND CONSENT

TO DECLARATION

WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes (the "**CDD**") does hereby join in this DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS WILLOWBROOK NORTH (this "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The CDD agrees this Joinder is for the purpose of subjecting any lands within WILLOWBROOK NORTH (as defined in the Declaration) and owned by the CDD to the terms of this Declaration that are applicable to the CDD, which shall run with such lands. Further, the CDD agrees this Joinder also is for the purpose of evidencing the CDD's acceptance of the rights and obligations of the CDD provided in the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 13th day of February, 2025

WITNESSES:

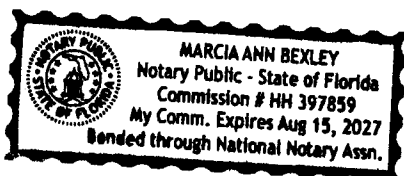
[Signature]
Print Name: Steve Rossar
[Signature]
Print Name: Dennette Coats

WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes

By: [Signature]
Name: McKinzie D. Terrill
Title: Chairperson

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of February, 2025 by McKinzie Terrill as Chairperson of WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes, on behalf of the CDD, ☒ who is personally known to me or ☐ who has produced _____ as identification.



[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name MARCIA ANN BEXLEY
My commission expires: Aug. 15, 2027

JOINDER AND CONSENT

TO DECLARATION

WILLOWBROOK NORTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WILLOWBROOK NORTH (this "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 13th day of February, 2025.

WITNESSES:

"ASSOCIATION"

**WILLOWBROOK NORTH
HOMEOWNERS ASSOCIATION, INC.**, a
Florida not-for-profit Corporation

Print Name: Steve Rosser

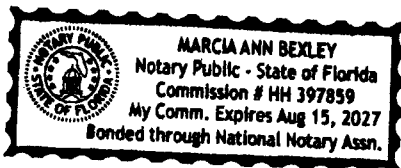
By: [Signature]
Name: McKinzie D. Terrill
Title: President

Print Name: Deannelle Coats

[Company Seal]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of February, 2025 by McKinzie Terrill as President of WILLOWBROOK NORTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, ☒ who is personally known to me or ☐ who has produced _____ as identification.



[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name MARCIA ANN BEXLEY
My commission expires: Aug. 15, 2027

JOINDER AND CONSENT

TO DECLARATION

The undersigned hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the property described in the Mortgage and Security Agreement to DRB Group Florida, LLC recorded May 3, 2024 in Official Records Book 13104, Page 742, of the Public Records of Polk County, Florida, and that the undersigned hereby joins in and consents to that certain Declaration of Covenants, Conditions, Easements, and Restrictions for Willowbrook North (the "Declaration"), to which this Joinder and Consent to Declaration is attached, and agrees that its mortgage, lien or other encumbrance shall be subordinated to the Declaration. Notwithstanding the foregoing, this Joinder and Consent to Declaration shall not operate to modify, waive or release any term, condition of covenant of any agreements by and between the undersigned and Declarant regarding the sale or development of Willowbrook North.

Signed, sealed and delivered
in the presence of;

[Signature]
Witness
Dallas Austin
Printed Name

[Signature]
Witness
Jamie Owens
Printed Name

DRB GROUP FLORIDA, LLC, a Delaware
limited liability company

By: [Signature]
Name: Adam Schott
Title: Division President

(Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30 day of December, 2024, by Adam Schott, as the Division Pres. of DRB GROUP FLORIDA, LLC, a Delaware limited liability company, on behalf of said company, who ☒ is personally known to me, or ☐ produced _____ as identification.



[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name Jamie Owens
My commission expires: 6/22/27

EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A REPLAT OF PORTIONS OF LOTS 258, 267, 268, AND UNNAMED RIGHT-OF-WAYS OF THE PLAT OF LUCERNE PARK FRUIT ASSOCIATION, RECORDED IN PLAT BOOK 3B, PAGE 67 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SITUATED WITHIN SECTIONS 10, 11, 14 & 15, TOWNSHIP 28 SOUTH, RANGE 26 EAST, CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 28 SOUTH, RANGE 26 EAST; THENCE, ALONG THE EAST LINE OF SAID SECTION 10, RUN SOUTH 00°07'28" EAST A DISTANCE OF 137.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 544 (LUCERNE PARK ROAD); THENCE, RUN SOUTH 89°53'19" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1699.36 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT WITH A RADIUS OF 1844.86 FEET, A CENTRAL ANGLE OF 22°43'03", A CHORD BEARING SOUTH 78°31'48" WEST WITH A CHORD DISTANCE OF 726.69 FEET; THENCE, ALONG SAID CURVE OF SAID RIGHT-OF-WAY LINE, RUN A DISTANCE OF 731.48 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE FOLLOWING ONE HUNDRED SIX (106) COURSES AS DESCRIBED BY A SURVEY PESURV, INC., PROJECT NO. 1579, ROBERT E. LAZENBY IV, P.E. #52006, PSM #6389, RUN (1) SOUTH 24°14'34" EAST A DISTANCE OF 65.67 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 102.00 FEET, A CENTRAL ANGLE OF 22°30'16", A CHORD BEARING SOUTH 12°59'26" EAST WITH A CHORD DISTANCE OF 39.81 FEET; THENCE, ALONG SAID CURVE, RUN (2) A DISTANCE OF 40.06 FEET TO A POINT OF TANGENCY; THENCE RUN (3) SOUTH 01°44'19" EAST A DISTANCE OF 61.72 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT WITH A RADIUS OF 17.00 FEET, A CENTRAL ANGLE OF 90°00'03", A CHORD BEARING SOUTH 46°44'17" EAST WITH A CHORD DISTANCE OF 24.04 FEET; THENCE, ALONG SAID CURVE, (4) RUN A DISTANCE OF 26.70 FEET TO A POINT OF TANGENCY; THENCE RUN (5) NORTH 88°15'41" EAST A DISTANCE OF 29.84 FEET; THENCE RUN (6) SOUTH 01°44'19" EAST A DISTANCE OF 65.00 FEET; THENCE RUN (7) NORTH 88°15'41" EAST A DISTANCE OF 191.46 FEET; THENCE RUN (8) SOUTH 21°47'55" WEST A DISTANCE OF 182.23 FEET; THENCE RUN (9) SOUTH 10°18'49" WEST A DISTANCE OF 111.02 FEET; THENCE RUN (10) SOUTH 06°20'28" EAST A DISTANCE OF 31.78 FEET; THENCE RUN (11) SOUTH 10°24'42" EAST A DISTANCE OF 54.63 FEET; THENCE RUN (12) SOUTH 05°19'55" EAST A DISTANCE OF 113.33 FEET; THENCE RUN (13) SOUTH 05°26'27" WEST A DISTANCE OF 49.92 FEET; THENCE RUN (14) SOUTH 01°21'11" EAST A DISTANCE OF 279.65 FEET; THENCE RUN (15) SOUTH 01°30'16" EAST A DISTANCE OF 33.99 FEET; THENCE RUN (16) SOUTH 01°07'03" WEST A DISTANCE OF 61.24 FEET; THENCE RUN (17) SOUTH 03°14'57" EAST A DISTANCE OF 61.33 FEET; THENCE RUN (18) SOUTH 09°38'37" EAST A DISTANCE OF 85.84 FEET; THENCE RUN (19) SOUTH 02°33'05" WEST A DISTANCE

Exhibit A - 1

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OF 82.31 FEET; THENCE RUN (20) SOUTH 00°59'55" WEST A DISTANCE OF 41.05 FEET; THENCE RUN (21) SOUTH 27°20'51" EAST A DISTANCE OF 119.34 FEET; THENCE RUN (22) SOUTH 21°55'15" EAST A DISTANCE OF 43.92 FEET; THENCE RUN (23) SOUTH 25°25'05" EAST A DISTANCE OF 46.73 FEET; THENCE RUN (24) SOUTH 29°18'59" EAST A DISTANCE OF 62.53 FEET; THENCE RUN (25) SOUTH 18°08'22" EAST A DISTANCE OF 69.12 FEET THENCE RUN (26) SOUTH 25°45'04" EAST A DISTANCE OF 203.70 FEET; THENCE RUN (27) SOUTH 35°31'25" EAST A DISTANCE OF 129.37 FEET; THENCE RUN (28) SOUTH 39°05'37" EAST A DISTANCE OF 170.07 FEET; THENCE RUN (29) SOUTH 62°35'36" EAST A DISTANCE OF 86.01 FEET; THENCE RUN (30) SOUTH 67°18'39" EAST A DISTANCE OF 81.88 FEET; THENCE RUN (31) SOUTH 65°17'05" EAST A DISTANCE OF 86.19 FEET; THENCE RUN (32) SOUTH 65°14'32" EAST A DISTANCE OF 160.88 FEET; THENCE RUN (33) SOUTH 42°25'05" EAST A DISTANCE OF 99.09 FEET; THENCE RUN (34) SOUTH 16°46'33" EAST A DISTANCE OF 71.63 FEET; THENCE RUN (35) SOUTH 31°17'48" EAST A DISTANCE OF 112.99 FEET; THENCE RUN (36) SOUTH 45°31'19" EAST A DISTANCE OF 123.81 FEET; THENCE RUN (37) SOUTH 33°31'02" EAST A DISTANCE OF 108.20 FEET; THENCE RUN (38) SOUTH 75°18'46" EAST A DISTANCE OF 30.67 FEET; THENCE RUN (39) SOUTH 18°52'36" EAST A DISTANCE OF 49.22 FEET; THENCE RUN (40) SOUTH 42°51'44" EAST A DISTANCE OF 44.94 FEET; THENCE RUN (41) SOUTH 18°43'34" EAST A DISTANCE OF 61.08 FEET; THENCE RUN (42) SOUTH 41°25'19" EAST A DISTANCE OF 99.47 FEET; THENCE RUN (43) SOUTH 10°00'58" EAST A DISTANCE OF 49.92 FEET; THENCE RUN (44) SOUTH 28°45'37" EAST A DISTANCE OF 128.89 FEET; THENCE RUN (45) SOUTH 22°27'37" EAST A DISTANCE OF 48.99 FEET; THENCE RUN (46) SOUTH 23°23'08" EAST A DISTANCE OF 168.86 FEET; THENCE RUN (47) SOUTH 18°38'33" EAST A DISTANCE OF 14.11 FEET; THENCE RUN (48) SOUTH 16°12'55" EAST A DISTANCE OF 173.77 FEET; THENCE RUN (49) SOUTH 26°02'45" EAST A DISTANCE OF 146.50 FEET; THENCE RUN (50) SOUTH 39°50'19" EAST A DISTANCE OF 74.25 FEET; THENCE RUN (51) SOUTH 27°05'27" EAST A DISTANCE OF 68.44 FEET; THENCE RUN (52) SOUTH 56°07'54" EAST A DISTANCE OF 30.87 FEET; THENCE RUN (53) SOUTH 13°44'32" EAST A DISTANCE OF 32.09 FEET; THENCE RUN (54) SOUTH 38°42'48" EAST A DISTANCE OF 90.93 FEET; THENCE RUN (55) SOUTH 17°00'26" EAST A DISTANCE OF 22.47 FEET; THENCE RUN (56) SOUTH 46°15'23" EAST A DISTANCE OF 70.76 FEET; THENCE RUN (57) SOUTH 47°18'33" EAST A DISTANCE OF 92.46 FEET; THENCE RUN (58) SOUTH 45°47'01" WEST A DISTANCE OF 27.26 FEET; THENCE RUN (59) NORTH 66°16'10" EAST A DISTANCE OF 19.12 FEET; THENCE RUN (60) SOUTH 72°14'50" EAST A DISTANCE OF 61.74 FEET; THENCE RUN (61) SOUTH 01°17'45" EAST A DISTANCE OF 47.33 FEET; THENCE RUN (62) SOUTH 34°55'37" EAST A DISTANCE OF 122.41 FEET; THENCE RUN (63) SOUTH 30°41'09" EAST A DISTANCE OF 115.62 FEET; THENCE RUN (64) SOUTH 31°51'50" EAST A DISTANCE OF 114.98 FEET; THENCE RUN (65) SOUTH 24°49'19" EAST A DISTANCE OF 108.73 FEET; THENCE RUN (66) SOUTH 20°40'07" EAST A DISTANCE OF 54.42 FEET; THENCE RUN (67) SOUTH 14°25'21" EAST A DISTANCE OF 60.74 FEET; THENCE RUN (68) SOUTH 30°18'00" EAST A DISTANCE OF 56.19 FEET; THENCE RUN (69) SOUTH 22°25'07" EAST A DISTANCE OF 66.79 FEET; THENCE RUN (70) SOUTH 23°19'46" EAST A DISTANCE OF 46.76 FEET; THENCE RUN (71) SOUTH 26°34'29" EAST A DISTANCE OF 120.05 FEET; THENCE RUN (72) SOUTH 04°03'40" WEST A DISTANCE OF 113.51 FEET; THENCE RUN (73) SOUTH 20°25'56" EAST A DISTANCE OF 30.41 FEET; THENCE RUN (74) SOUTH 56°12'51" EAST A DISTANCE OF 45.66 FEET;

THENCE RUN (75) SOUTH 09°45'17" WEST A DISTANCE OF 42.32 FEET; THENCE RUN (76) SOUTH 13°18'50" WEST A DISTANCE OF 36.73 FEET; THENCE RUN (77) SOUTH 15°22'55" WEST A DISTANCE OF 17.85 FEET; THENCE RUN (78) SOUTH 00°57'02" WEST A DISTANCE OF 22.66 FEET; THENCE RUN (79) SOUTH 26°50'51" WEST A DISTANCE OF 32.66 FEET; THENCE RUN (80) NORTH 87°11'09" WEST A DISTANCE OF 56.18 FEET; THENCE RUN (81) NORTH 78°15'36" WEST A DISTANCE OF 21.13 FEET; THENCE RUN (82) NORTH 33°14'32" WEST A DISTANCE OF 45.29 FEET; THENCE RUN (83) SOUTH 47°47'36" WEST A DISTANCE OF 38.67 FEET; THENCE RUN (84) SOUTH 28°21'34" WEST A DISTANCE OF 5.10 FEET; THENCE RUN (85) SOUTH 45°31'50" WEST A DISTANCE OF 135.10 FEET; THENCE RUN (86) SOUTH 89°49'14" WEST A DISTANCE OF 202.62 FEET; THENCE RUN (87) NORTH 81°35'22" WEST A DISTANCE OF 200.26 FEET; THENCE RUN (88) NORTH 70°35'59" WEST A DISTANCE OF 144.18 FEET; THENCE RUN (89) NORTH 72°07'51" WEST A DISTANCE OF 111.39 FEET; THENCE RUN (90) NORTH 81°30'44" WEST A DISTANCE OF 137.41 FEET; THENCE RUN (91) SOUTH 86°56'56" WEST A DISTANCE OF 393.25 FEET; THENCE RUN (92) SOUTH 66°45'52" WEST A DISTANCE OF 199.31 FEET; THENCE RUN (93) SOUTH 23°20'01" WEST A DISTANCE OF 10.08 FEET TO A POINT ON THE NORTH LINE OF THAT PERPETUAL 100 FOOT WIDE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1003, PAGE 901 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA; THENCE RUN (94) NORTH 74°39'11" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 656.11 FEET; THENCE, DEPARTING SAID NORTH LINE, RUN (95) NORTH 14°51'12" EAST A DISTANCE OF 540.08 FEET; THENCE RUN (96) NORTH 24°23'40" WEST A DISTANCE OF 380.00 FEET; THENCE RUN (97) NORTH 01°07'00" EAST A DISTANCE OF 629.14 FEET; THENCE RUN (98) NORTH 27°23'40" WEST A DISTANCE OF 800.00 FEET; THENCE RUN (99) NORTH 06°15'35" EAST A DISTANCE OF 680.00 FEET; THENCE RUN (100) NORTH 20°23'40" WEST A DISTANCE OF 735.00 FEET; THENCE RUN (101) NORTH 03°49'25" WEST A DISTANCE OF 140.00 FEET; THENCE RUN (102) NORTH 20°10'35" EAST A DISTANCE OF 130.00 FEET; THENCE RUN (103) NORTH 03°49'25" WEST A DISTANCE OF 125.00 FEET; THENCE RUN (104) NORTH 86°10'35" EAST A DISTANCE OF 150.00 FEET; THENCE RUN (105) NORTH 01°24'48" WEST A DISTANCE OF 941.77 FEET; THENCE RUN (106) NORTH 59°53'40" WEST A DISTANCE OF 70.00 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 544, THENCE RUN NORTH 63°17'43" EAST A DISTANCE OF 75.21 FEET TO A POINT OF CURVATURE, ON SAID RIGHT-OF-WAY LINE, OF A CURVE TO THE RIGHT WITH A RADIUS OF 1844.86 FEET, A CENTRAL ANGLE OF 03°51'58", A CHORD BEARING NORTH 65°14'18" EAST WITH A CHORD DISTANCE OF 124.46 FEET; THENCE, ALONG SAID CURVE OF SAID RIGHT-OF-WAY LINE, RUN A DISTANCE OF 124.48 FEET TO A POINT ON SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

Exhibit A - 3

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EXHIBIT "B"

ARTICLES

[Beginning on Next Page]

Exhibit B - 1

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Florida Department of State

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Account Name : MAYNARD NEXSEN PC
Account Number : I20220000140
Phone : (407)647-2777
Fax Number : (407)647-2157

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Willowbrook North Homeowners Association, Inc.

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Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

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ARTICLES OF INCORPORATION

OF

WILLOWBROOK NORTH HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a not-for-profit corporation, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is **WILLOWBROOK NORTH HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").

2. Principal Office. The principal office of the Association is 121 Garfield Avenue, Winter Park, FL 32789.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 200 F. New England Avenue, Suite 300, Winter Park, FL 32789. The name of the Registered Agent of the Association is: Maynard Nexsen PC Corporation.

4. Definitions. The Declaration of Covenants, Conditions, Easements And Restrictions for Willowbrook North (the "Declaration") will be recorded in the Public Records of Polk County, Florida, and shall govern all of the operations of a community to be known as Willowbrook NORTH (the "Community"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the interests of the Declarant, Builders, the Association and the Owners.

6. Not for Profit. The Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and Bylaws, as herein provided;

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7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and the Community;

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws;

7.4 To pay all Operating Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration;

7.6 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; and (b) the prior written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the Community to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes;

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, the Community, the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.10 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.11 To employ personnel and retain independent contractors to contract for management of the Association, the Community, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.12 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and the Community as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services;

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7.13 To operate, maintain, and manage the surface water or stormwater management system(s) in a manner consistent with the Southwest Florida Water Management District (SWFWMD) permit no. 43029879.008 requirements and applicable Northwest Florida Water Management District rules, to assist in the enforcement of the Declaration which relate to the surface water or stormwater management system, and to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system;

7.14 To establish committees and delegate certain of its functions to those committees; and

7.15 To have the power to sue and be sued.

8. Voting Rights. Owners, Builders, and the Declarant shall have the voting rights set forth in the Declaration.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
McKinzie Terrill	121 Garfield Avenue, Winter Park, FL 32789
Steve Rosser	121 Garfield Avenue, Winter Park, FL 32789
Allan Keen	121 Garfield Avenue, Winter Park, FL 32789

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

11. Duration. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

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12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which may be withheld for any reason whatsoever. Further notwithstanding any other provision herein to the contrary, for so long as a Builder owns any Lot within the Community, no amendment to these Articles that materially and adversely affect the Lots owned by such Builder shall be effective unless such amendment receives the prior written consent of such Builder, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments prior to the Turnover. Prior to the Turnover, but subject to the general and specific restrictions on amendments set forth above, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except to the extent limited by applicable law as of the date the Declaration is recorded. The Declarant's right to amend under this Section is to be construed as broadly as possible. In the event the Association desires to amend these Articles prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. The Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. A quorum for any meeting of the members for the purpose of adopting amendments after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast ten percent (10%) of the total Voting Interests. After the Turnover, but subject to the general and specific restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency

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or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Limitations.

13.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant.

13.3. Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	McKinzie Terrill	121 Garfield Avenue, Winter Park, FL 32789
Vice President:	Steve Rosser	121 Garfield Avenue, Winter Park, FL 32789
Treasurer:	Allan Keen	121 Garfield Avenue, Winter Park, FL 32789
Secretary:	Marcia Bexley	121 Garfield Avenue, Winter Park, FL 32789

15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

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16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or the Declarant, or between the Association and any other corporation, partnership, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

[Signatures on the Following Page]

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STATE
OFFICE, FL

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 12th day of December, 2024.

Karen M. Brown

Karen M. Brown, Esquire
Incorporator
Maynard Nexsen PC Corporation
Address: 200 E New England Avenue
Suite 300
Winter Park, FL 32789

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STATE
FL

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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 12th day of December, 2024.

Maynard Nexsen PC Corporation

By: Karen M. Brown
Karen M. Brown
Title: Shareholder

Registered Office:

200 E New England Avenue
Suite 300
Winter Park, FL 32789

Principal Corporation Office: 121 Garfield Avenue, Winter Park, FL 32789

\\M Brown Karen\KRPC Willowbrook, LLC sale to Startlight Homes Florida L.L.C\Plat\HQA Articles North.docx

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EXHIBIT "C"

BYLAWS

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BYLAWS
OF
WILLOWBROOK NORTH HOMEOWNERS ASSOCIATION, INC.
(A FLORIDA NOT-FOR-PROFIT CORPORATION)

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**BYLAWS
OF
THE WILLOWBROOK NORTH HOMEOWNERS ASSOCIATION, INC.**

1. **Name and Location.** The name of the corporation is WILLOWBROOK NORTH HOMEOWNERS ASSOCIATION, INC. (the "**Association**"). The principal office of the corporation shall be located at 121 Garfield Avenue, Winter Park, FL 32789, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. **Definitions.** The definitions contained in the Declaration of Covenants, Conditions, Easements And Restrictions for Willowbrook North (the "**Declaration**") relating to the residential community known as Willowbrook North, recorded, or to be recorded, in the Public Records of Polk County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Minutes" shall mean the minutes of all member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes (2023).

3. **Members.**

3.1 **Voting Interests.** Each Owner, Builder and the Declarant shall be a member of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one (1) vote appurtenant to each Lot. Prior to the Turnover, the Declarant shall have Voting Interests equal to nine (9) votes per Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of the Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Thereafter, the Declarant shall have Voting Interests equal to one (1) vote for each Lot owned. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.1.1 **Home Owned By Legally Married Couple.** Either spouse (but not both) may exercise the Voting Interest with respect to a Lot. In the event the spouses cannot agree, neither may exercise the Voting Interest.

3.1.2 **Trusts.** In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the member with respect to the Lot for all Association purposes.

If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the member with respect to the Lot for all Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the member with respect to the Lot for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot.

3.1.4 Limited Liability Companies. If a Lot is owned by a limited liability company, the company shall designate a person, an officer, employee, or agent who shall be treated as the member who can exercise the Voting Interest associated with such Lot.

3.1.5 Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

3.1.6 Multiple Individuals. If a Lot is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.

3.1.7 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or by Electronic Transmission, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the members (the "**Annual Members Meeting**") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association. A copy of the notice shall be given to each member entitled to vote, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient), unless otherwise required by Florida law. Written notice is effective (i) when mailed, if mailed postpaid and correctly addressed to the members' address last appearing on the books; or (ii) when transmitted by any form of Electronic Transmission. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, as amended from time to time, the Board may, by majority consent, adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each member.

3.5 Quorum of Members. Until the Turnover, a quorum shall be established by the Declarant's presence, in person or by proxy, at any meeting. After the Turnover, a quorum for purposes of conducting business shall be established by the presence, in person or by proxy, of the members entitled to cast ten percent (10%) of the total Voting Interests. To the extent permitted by applicable law, as amended from time to time, members may attend members' meetings and vote as if physically present via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A member's attendance via telephone, real-time videoconferencing, or similar real-time electronic or video communication shall count toward the quorum requirements as if such member was physically present. In the event members elect not to be physically present at a members' meeting, a speaker must be used so that the conversation of such members may be heard by the Board or committee members attending in person as well as by any Owners present at the meeting. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, members may attend and participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication only if a majority of the Board approved such manner of attendance.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.

3.8 Proxies. At all meetings, members may vote their Voting Interests in person or by proxy. In addition, to the extent permitted by the Board and to extent the Association adopted technology that facilitates voting remotely, members may also cast their votes utilizing such technology and participating via telephone, real-time videoconferencing, or similar real-time electronic or video communication. All proxies shall comply with the provisions of Section 720.306(8), Florida Statutes (2023), as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Proxyholders may also attend and/or participate via telephone, real-time videoconferencing, or similar real-time electronic or video communication so long as the proxies are delivered to the Secretary at or prior to the meeting and otherwise in compliance with this Section 3.8. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed by the Declarant need not be members of the Association. Board members elected by Owners and Builders must be members of the Association. Pursuant to Section 720.307(2), Florida Statutes (2023), Owners are entitled to elect one (1) member of the Board (the "Pre-Turnover Director") when fifty percent (50%) of all the Lots ultimately planned for the Community are conveyed to Owners, provided the Owners exercise such right. In the event the Owners do not exercise the right to elect the Pre-Turnover Director at any annual meeting which may occur after Owners are entitled to elect the Pre-Turnover Director, then a vacancy on the Board shall occur and the remaining members of the Board may fill such vacancy to the extent authorized by law.

4.2 Term of Office. The term of office for the Pre-Turnover Director shall end at the next Annual Members Meeting after the Pre-Turnover Director's election, or on the date the Turnover election takes place (the "Turnover Date"), whichever occurs first. In the event that the Pre-Turnover Director's term expires at the Annual Members Meeting, a new Pre-Turnover Director shall be elected by the Owners at the next Annual Members Meeting or on the Turnover Date, whichever occurs first, with the election process repeated thereafter until Turnover. Except with respect to the Pre-Turnover Director, the election of Directors shall take place after the Declarant no longer has the authority to appoint a majority Board and shall take place on the Turnover Date. On the Turnover Date the members shall elect three (3) Directors: one (1) Director for a term of one (1) year, one (1) Director for a term two (2) years, and one (1) Director for a term of three (3) years. The candidates receiving the most votes shall be elected to office. Of such candidates receiving the most votes, the candidate with the most votes shall serve as the Director for three (3) years; the candidate receiving the second highest number of votes shall serve as Director for two (2) years; and the candidate receiving the third highest number of votes shall serve as Director for one (1) year. At each Annual Members Meeting thereafter, the members shall elect

the appropriate number of Directors for a term of two (2) years. Each Director's respective term shall end upon the election of new Directors at the Annual Members Meeting (except that the term of any Director appointed by the Declarant shall extend until the date designated by the Declarant, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by the Declarant may be replaced by the Declarant. The Declarant may replace or remove any Board member appointed by the Declarant in the Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of members holding a majority of the Voting Interests.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Appointment and Election of Directors. Until the Turnover, the Declarant shall have the unrestricted power to appoint a majority of the Directors of the Association. Subject to the Declarant's right to appoint a Director as permitted by Section 720.307(3), Florida Statutes (2023), from and after the expiration of the Turnover, or such earlier date determined by the Declarant in its sole and absolute discretion, the Members shall elect Directors of the Association at or in conjunction with the Annual Members Meeting.

4.7 Nomination. Prior to each election at which Owners are entitled to elect any of the Directors, the Board shall prescribe (and communicate to the members) the opening date and the closing date of a reasonable filing period ("Candidate Filing Period") in which every eligible person who has an interest in serving as a Director may file as a candidate for such Director position. The Board may also appoint a Nominating Committee to make nominations for election of Directors to the Board. A Nominating Committee, if appointed, shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. Any Nominating Committee shall serve for a term of one (1) year or until its successors are appointed. In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of Directors' positions to be filled at such election. Any member may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee) within the Candidate Filing Period.

4.8 Election. Each member may cast as many votes as the member has under the provisions of the Declaration, for each vacancy on which such member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of

candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the members (for each vacancy on which such members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes (2023), any election dispute between a member and the Association shall be resolved by binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation or filed with a court of competent jurisdiction. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of the Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be an action of the Board. Directors may attend meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director's participation in a meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present. A speaker must be used so that the conversation of Directors not physically present may be heard by the Board, as well as by any members present at the meeting. Members may not attend Board meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication.

5.5 Open Meetings. Meetings of the Board, and of any Committee of the Board, shall be open to all members.

5.6 Voting. Board members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance, except in an event of an emergency. Alternatively, notice may be given to members in any other manner provided by Florida Statute, as amended from time to time. By way of example, and not of limitation, notice may be given in any newsletter distributed to the members. Written notice of Board meetings also may be provided when transmitted by any form of Electronic Transmission. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which an Assessment will be levied must be provided to all members at least fourteen (14) days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments.

5.8 Electronic or Video Attendance. The Board may, by majority consent, permit any Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting, such as telephone, real-time videoconferencing, or similar real-time electronic or video communication. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Notwithstanding any provision herein to the contrary, the meeting must be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall have, subject to the limitations and reservations set forth in the Declaration and Articles, the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, but not limited to, the power to cause Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, and the Declaration, including without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of the Community by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a member who is more than ninety (90) days delinquent in the payment of any monetary obligation owed the Association, until such monetary obligation is paid in full.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees and/or Independent Contractors. Engage, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of the Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving the Association or its members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.1.9 Emergency Powers. In response to damage or injury caused by or anticipated in connection with an emergency, as defined in Section 720.316, Florida Statutes (2023), and to the extent authorized by law, the Association shall have emergency powers including, but not limited to: the ability to conduct board meetings, committee meetings, elections or membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication; the power to cancel and reschedule meetings of the Association; the power to relocate the Association's principal office or designate an alternative principal office; or, based upon the advice of emergency management, public health officials, or other licensed professionals, to determine any portion of the Common Areas shall be declared unavailable for entry or occupancy by Owners, their family members, tenants, guests, agents or invitees to protect their health, safety or welfare.

6.2 Vote. The Board shall exercise all powers so granted, except where the Declaration, Articles or these Bylaws specifically require a vote of the members.

6.3 Limitations. Until the Turnover, the Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ACC, any committee of the Association, or the vote of the members. This right may be exercised by the Declarant at any time within sixty (60) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ACC or any committee of the Association.

7. Obligations of the Association. Association, subject to the provisions of the Declaration, Articles, and these Bylaws shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records;

7.2 Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of the Association or, where the Association has agreed to do so, of the members; and

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these Bylaws, and Rules and Regulations.

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. After the Turnover, and except as set forth herein, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of the Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the names of the members of the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303, Florida Statutes (2023), cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. Subject to Section 617.0825, Florida Statutes (2023), the Board may appoint such committees as deemed appropriate, which committees may be comprised of all members, all directors, or a combination of the foregoing. The Board may fill any vacancies on all committees.

9.2 ACC. The Declarant shall have the sole right to appoint the members of the ACC until the Community Completion Date. Upon expiration of the right of the Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of the Association shall be available for inspection by any member at the principal office of the Association. Copies may be purchased, by a member, at a reasonable cost. The Association may comply with an official records request by making the records available to a member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association must allow a member to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the member with a copy of such records. The Association may not charge a fee to a member for the use of a portable device.

11. Corporate Seal. The Association may have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these

Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists and is effective on the date the Declaration is recorded in the Public Records or except as expressly set forth herein. The Declarant's right to amend under this provision is to be construed as broadly as possible. In the event the Association shall desire to amend these Bylaws prior to the Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment. An amendment identical to that approved by the Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Thereafter, the Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments From and After the Turnover. After the Turnover, but subject to the general restrictions on amendments set forth above, these Bylaws may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover by a majority of the Board acting alone to change the number of Directors on the Board and their respective terms. Such change shall not require the approval of the members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting.

12.4 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Prior to the Turnover, the Declarant shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Bylaws, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party, shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31st of that year. Thereafter, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these Bylaws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date these Bylaws are recorded in the Public Records except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.


[Signatures on the Following Page]

CERTIFICATION

I, McKinzie Terrill, do hereby certify that:

I am the duly elected and acting President of WILLOWBROOK NORTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation; and,

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13th day of December, 2024.



McKinzie Terrill, President

H:\I Brown Karen\KRPC Willowbrook, LLC sale to Starlight Homes Florida L.L.C\Plat\HOA ByLaws - Willowbrook North.docx

EXHIBIT "D"

COMMON AREA TRACTS

TRACT TABLE		
TRACT	AREA	DESCRIPTION
TRACT A	24.364 AC	PUBLIC RIGHT OF WAY
TRACT C	1.124 AC	OPEN SPACE
TRACT D	2.367 AC	OPEN SPACE
TRACT E	0.257 AC	OPEN SPACE
TRACT F	0.245 AC	OPEN SPACE
TRACT G	0.160 AC	LIFT STATION
TRACT H	48.763 AC	OPEN SPACE
TRACT I	0.057 AC	LIFT STATION

B. Individual Assessment. The Board may levy an individual assessment against any Owner and that Owner's Lot and, if applicable, any Dwelling located thereon in order to cover any costs, expenses and fees whatsoever incurred by the Association due to (i) that Owner's failure to maintain its Lot or Dwelling pursuant to the standards set forth in this Declaration or as otherwise established by the Board or the ARC, or (ii) to reimburse the Association for loss or damage to the Association or to any Common Area, Area of Common Responsibility or easement area benefiting the Association or the Property caused by that Owner or that Owner's lessee, sublessee, licensee, agent, contractor, subcontractor, invitee, domestic help or guest, and not covered by insurance maintained by the Association, or (iii) for any other purpose expressly permitted by this Declaration or permitted under applicable Law (each assessment levied pursuant to (i), (ii), or (iii), above, an "Individual Assessment").

Section 6.05 Start-Up Assessment; Initial Annual Assessment; Capital or Resale Assessment; Due Dates.

A. Annual Assessments on each Lot in the Property shall commence upon the closing of each Lot in the Property to a bona fide third-party purchaser (a "Third-Party Purchaser") that is not a Builder, or upon the occupancy of each Lot by a Third Party Purchaser, whichever is earlier.

B. At the closing of the sale of each Lot in the Property to a Third Party Purchaser, said purchaser shall pay to the Association: (i) a one-time Start-Up Assessment in the amount of Three Hundred and No/100ths Dollars (\$300.00) or five percent (5%) of the current Annual Assessment, whichever is greater; and (ii) the entire Annual Assessment for the calendar year of closing, prorated on a per diem basis from the date of closing on the sale of, or the date of occupancy of the Lot, whichever is earlier, through the end of that calendar year. Thereafter, Annual Assessments shall be due, in advance, on or before the commencement of the Association Fiscal Year for which they are imposed; but the Board, as provided above, may elect to collect Annual Assessments in monthly, quarterly or semi-annual installments. Annual Assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. Notwithstanding the foregoing, the Start-Up Assessment shall be due from the first Third Party Purchaser that is not a Builder. After the one-time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of the same Lot shall not be required to pay said Start-Up Assessment, but shall be required to pay Re-Sale Assessments pursuant to Section 6.05.E. The funds derived from the Start-Up Assessments are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, the reduction of the Declarant's Deficit Funding, future and existing capital improvements, operating expenses, Common Expenses, support costs and start-up costs.

C. The Annual Assessment for each Lot on any Additional Property shall commence upon the closing of the first sale by Declarant of any Lot in the Additional Property to a Third Party Purchaser, or upon the occupancy of the first Lot in the Additional Property by a Third Party Purchaser, whichever is earlier. The initial Annual Assessment for the Lots on any Additional Property shall be the same as the then current Annual Assessment for the remainder of the Property, or as otherwise set forth in the relevant Supplemental Declaration.

SECTION XII



POLK COUNTY PROPERTY APPRAISER
2025 Data Sharing and Usage Agreement

Revised 01/2025
 ADA Compliant

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the Willowbrook Community Development District hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as “local government” by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2025**, and shall run until **December 31, 2025**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature: Neil Combee
 Print: Neil Combee
 Title: Polk County Property Appraiser
 Date: January 7, 2025

Signed by:
 Agency: Willowbrook Community Development District
 Signature: Jill Burns
 Print: 0CDADF4CFD22489... Jill Burns
 Title: District Manager
 Date: 3/14/2025

Please email the signed agreement to pataxroll@polk-county.net.


SECTION XIII

CONTRACT AGREEMENT

This Agreement made and entered into on Monday, January 13, 2025 by and between the Willowbrook Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2025 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Willowbrook Community Development District.
3. The term of this Agreement shall commence on January 1, 2025 or the date signed below, whichever is later, and shall run until December 31, 2025, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2025 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 11, 2025**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Monday, September 15, 2025**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2025 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2025 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Monday, September 15, 2025** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:  Signed by:
OCDADF4CFD22489...
Special District Representative
Jill Burns
Print name
District Manager
3/14/2025
Date

Neil Combee
Polk County Property Appraiser
By:



Neil Combee, Property Appraiser

SECTION XIV

SECTION C

SECTION 1

Willowbrook
Community Development District

Bill to: KRPC Willowbrook LLC

Funding Request #14
November 12, 2024

	Payee	General Fund FY24	General Fund FY25
1	Governmental Management Services Invoice # 16 - Management Fees - November 2024		4125.01
2	Kilinski Van Wyk PLLC Invoice # 10562 - General Counsel - September 2024	\$ 115.50	
		\$ 115.50	4125.01
Total:		\$	4,240.51

Please make check payable to:
Willowbrook
Community Development District
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Willowbrook
Community Development District

Bill to: KRPC Willowbrook LLC

Funding Request #15
December 17, 2024

	Payee		General Fund FY25
1	Governmental Management Services		
	Invoice # 17 - Management Fees - December 2024	\$	4,190.85
2	Kilinski Van Wyk PLLC		
	Invoice # 10820 - General Counsel - October 2024	\$	786.00
	Invoice # 10983 - General Counsel - September 2024	\$	1,831.28
3	Supervisor Fees - 11/19/24 Meeting		
	McKinzie Terrill	\$	215.30
	Steve Rosser	\$	215.30
	Scott Shapiro	\$	215.30
		Total:	\$ 7,454.03

Please make check payable to:
Willowbrook
Community Development District
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Willowbrook
Community Development District

Bill to: KRPC Willowbrook LLC

Funding Request #16
January 23, 2025

	Payee	General Fund FY25
1	Governmental Management Services Invoice # 18 - Management Fees - January 2025	\$ 4,142.65
2	Kilinski Van Wyk PLLC Invoice # 11197 - General Counsel - December 2024	\$ 2,402.00
		Total: \$ 6,544.65

Please make check payable to:
Willowbrook
Community Development District
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Willowbrook
Community Development District

Bill to: KRPC Willowbrook LLC

Funding Request #17
February 28, 2025

	Payee	General Fund FY25
1	Governmental Management Services Invoice # 19 - Management Fees - February 2025	\$ 4,188.39
2	Kilinski Van Wyk PLLC Invoice # 11444 - General Counsel - January 2025	\$ 726.50
		Total: \$ 4,914.89

Please make check payable to:
Willowbrook
Community Development District
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Willowbrook
Community Development District

Bill to: KRPC Willowbrook LLC

Funding Request #18
March 17, 2025

Payee		General Fund FY25	
1	Governmental Management Services		
	Invoice # 20 - Management Fees - March 2025	\$	4,188.39
2	Navitas Credit Corp.		
	Contract# 41411712 - Deposit	\$	4,183.20
	Contract# 41411712 - March 2025	\$	1,979.10
	Contract# 41411712 - April 2025	\$	1,979.10
		Total:	\$ 12,329.79

Please make check payable to:
Willowbrook
Community Development District
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

SECTION 2

Willowbrook
Community Development District

Unaudited Financial Reporting
March 31, 2025



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund</u>
3	<u>Series 2024 Debt Service Fund</u>
4	<u>Series 2024 Capital Projects Fund</u>
5	<u>Month to Month</u>
6	<u>Long Term Debt Report</u>

Willowbrook
Community Development District
Combined Balance Sheet
March 31, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 11,247	\$ -	\$ -	\$ 11,247
Series 2024:				
Reserve	\$ -	\$ 628,550	\$ -	\$ 628,550
Interest	\$ -	\$ 254,615	\$ -	\$ 254,615
Revenue	\$ -	\$ 36,982	\$ -	\$ 36,982
Total Assets	\$ 11,248	\$ 920,148	\$ (0)	\$ 931,395
Liabilities:				
Accounts Payable	\$ 4,687	\$ -	\$ -	\$ 4,687
Employee FICA	\$ 61	\$ -	\$ -	\$ 61
Retainage Payable	\$ -	\$ -	\$ 251,457	\$ 251,457
Total Liabilities	\$ 4,748	\$ -	\$ 251,457	\$ 256,205
Fund Balance:				
Assigned:				
Debt Service - Series 2024	\$ -	\$ 920,148	\$ -	\$ 920,148
Capital Projects Fund	\$ -	\$ -	\$ (251,457)	\$ (251,457)
Unassigned	\$ 6,500	\$ -	\$ -	\$ 6,500
Total Fund Balances	\$ 6,500	\$ 920,148	\$ (251,457)	\$ 675,190
Total Liabilities & Fund Balance	\$ 11,248	\$ 920,148	\$ (0)	\$ 931,395

Willowbrook
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2025

	Adopted Budget	Prorated Budget Thru 03/31/25	Actual Thru 03/31/25	Variance
<u>Revenues:</u>				
Developer Contributions	\$ 401,310	\$ 42,177	\$ 42,177	\$ -
Total Revenues	\$ 401,310	\$ 42,177	\$ 42,177	\$ -
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 6,000	\$ 400	\$ 5,600
FICA Expenses	\$ 918	\$ 459	\$ 31	\$ 428
Engineering	\$ 15,000	\$ 7,500	\$ -	\$ 7,500
Attorney	\$ 25,000	\$ 12,500	\$ 6,250	\$ 6,250
Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 6,000	\$ 6,000	\$ 6,000	\$ -
Arbitrage	\$ 900	\$ -	\$ -	\$ -
Dissemination	\$ 6,000	\$ 5,500	\$ 5,500	\$ -
Dissemination Software	\$ 1,500	\$ -	\$ -	\$ -
Trustee Fees	\$ 8,082	\$ -	\$ -	\$ -
Management Fees	\$ 40,000	\$ 20,000	\$ 20,000	\$ 0
Information Technology	\$ 1,890	\$ 945	\$ 945	\$ -
Website Maintenance	\$ 1,260	\$ 630	\$ 630	\$ -
Telephone	\$ 300	\$ 150	\$ -	\$ 150
Postage & Delivery	\$ 1,000	\$ 500	\$ 384	\$ 116
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 500	\$ 1	\$ 499
Legal Advertising	\$ 15,000	\$ 7,500	\$ -	\$ 7,500
Contingency	\$ 5,000	\$ 2,500	\$ 277	\$ 2,223
Office Supplies	\$ 625	\$ 313	\$ 3	\$ 310
Travel Per Diem	\$ 660	\$ 330	\$ -	\$ 330
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 151,310	\$ 76,502	\$ 45,596	\$ 30,905
<u>Operations & Maintenance</u>				
Field Contingency	\$ 250,000	\$ 125,000	\$ -	\$ 125,000
Playground Expenses	\$ -	\$ -	\$ 6,162	\$ (6,162)
Total Operations & Maintenance	\$ 250,000	\$ 125,000	\$ 6,162	\$ 118,838
Total Expenditures	\$ 401,310	\$ 201,502	\$ 51,758	\$ 149,743
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (9,581)	
Fund Balance - Beginning	\$ -		\$ 16,081	
Fund Balance - Ending	\$ -		\$ 6,500	

Willowbrook

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2025

	Adopted Budget	Prorated Budget Thru 03/31/25	Actual Thru 03/31/25	Variance
Revenues:				
Special Assessments	\$ 254,508	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 22,135	\$ 22,135
Total Revenues	\$ 254,508	\$ -	\$ 22,135	\$ 22,135
Expenditures:				
Interest Expense - 11/1	\$ 213,505	\$ 213,505	\$ 213,505	\$ -
Interest Expense - 5/1	\$ 254,509	\$ -	\$ -	\$ -
Total Expenditures	\$ 468,014	\$ 213,505	\$ 213,505	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (213,507)		\$ (191,370)	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ 106	\$ 106
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 106	\$ 106
Net Change in Fund Balance	\$ (213,507)		\$ (191,264)	
Fund Balance - Beginning	\$ 469,273		\$ 1,111,411	
Fund Balance - Ending	\$ 255,766		\$ 920,148	

Willowbrook
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2025

	Adopted Budget	Prorated Budget Thru 03/31/25	Actual Thru 03/31/25	Variance
<u>Revenues:</u>				
Interest	\$ -	\$ -	\$ 7,531	\$ 7,531
Developer Contributions	\$ -	\$ -	\$ 5,545,369	\$ 5,545,369
Total Revenues	\$ -	\$ -	\$ 5,552,900	\$ 5,552,900
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 5,744,743	\$ (5,744,743)
Total Expenditures	\$ -	\$ -	\$ 5,744,743	\$ (5,744,743)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (191,843)	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ (106)	\$ (106)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (106)	\$ (106)
Net Change in Fund Balance	\$ -		\$ (191,950)	
Fund Balance - Beginning	\$ -		\$ (59,508)	
Fund Balance - Ending	\$ -		\$ (251,457)	

Willowbrook
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 6,809	\$ 4,125	\$ 7,454	\$ 6,545	\$ 4,915	\$ 12,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	42,177
Total Revenues	\$ 6,809	\$ 4,125	\$ 7,454	\$ 6,545	\$ 4,915	\$ 12,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	42,177
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	400
FICA Expenses	\$ -	\$ -	\$ -	\$ -	\$ 31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	31
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ 786	\$ 1,831	\$ 2,402	\$ 727	\$ 504	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,250
Audit Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ 3,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,500
Dissemination Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,000
Information Technology	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	945
Website Maintenance	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	630
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 38	\$ 29	\$ 93	\$ 47	\$ 92	\$ 86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	384
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contingency	\$ 22	\$ 22	\$ 22	\$ 22	\$ 189	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	277
Office Supplies	\$ -	\$ 0	\$ 3	\$ -	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative	\$ 18,617	\$ 5,978	\$ 6,615	\$ 4,891	\$ 5,312	\$ 4,183	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	45,596
<u>Operations & Maintenance</u>													
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,162
Total Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,162
Total Expenditures	\$ 18,617	\$ 5,978	\$ 6,615	\$ 4,891	\$ 5,312	\$ 10,345	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	51,758
Excess (Deficiency) of Revenues over Expenditures	\$ (11,808)	\$ (1,853)	\$ 839	\$ 1,654	\$ (397)	\$ 1,985	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(9,581)

Willowbrook

Community Development District

Long Term Debt Report

Series 2024, Special Assessment Revenue Bonds		
Interest Rate:	4.950%, 5.625%, 5.900%	
Maturity Date:	5/1/2055	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$628,550	
Reserve Fund Balance	\$628,550	
Bonds Outstanding - 5/20/2024		\$8,900,000
Current Bonds Outstanding		\$8,900,000