



Rizzetta & Company

# Riverwood Estates Community Development District

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## Board of Supervisors Meeting November 17, 2023

District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
813-994-1001

[www.riverwoodestatescdd.org](http://www.riverwoodestatescdd.org)

# **RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

<b>Board of Supervisors</b>	Patricia Buck Jennifer Orsi Julie Vitale Michelle Berry Debbie Orsi	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Jillian Minichino	DM, Rizzetta & Company, Inc.
<b>District Counsel</b>	Wes Haber	Kutak Rock LLC
<b>District Engineer</b>		Florida Design Consultants, Inc.

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT**  
District Office · Wesley Chapel, Florida (813) 994-1001  
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
www.riverwoodestatescdd.org

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November 15, 2023

**Board of Supervisors  
Riverwood Estates  
Community Development District**

**REVISED AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of Riverwood Estates Community Development District will be held on **Friday, November 17, 2023 at 10:00 a.m.** at the offices of Sunfield Homes Inc., located at 3600 Galileo Drive, Suite 104, Trinity, FL 34655. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
  - A. Consideration of Ratification of Agreement Concerning the 2006 Bonds and 2006 Assessments.....Tab 1**
  - B. Consideration of Resolution 2024-01, Acknowledging Bondholder Consent, Authorizing and Approving an Amendment to the Master and First Supplemental Trust Indenture, and Authorizing and Approving a Continuing Disclosure Agreement.....Tab 2**
  - C. Consideration of Board Transition:**
    - (i) Consideration of Resignation of \_\_\_\_\_ from Seat #\_\_
    - (ii) Consideration of Appointment to Fill Seat Number #\_\_ and Swear In New Board Member
    - (iii) Consideration of Resignation of \_\_\_\_\_ from Seat #\_\_
    - (iv) Consideration of Appointment to Fill Seat Number #\_\_ and Swear In New Board Member
    - (v) Consideration of Resignation of \_\_\_\_\_ from Seat #\_\_
    - (vi) Consideration of Appointment to Fill Seat Number #\_\_ and Swear In New Board Member
    - (vii) Consideration of Resignation of \_\_\_\_\_ from Seat #\_\_
    - (viii) Consideration of Appointment to Fill Seat Number #\_\_ and Swear In New Board Member
  - D. Consideration of Resolution 2024-02, Appointing Officers.....Tab 3**
  - E. Ratification of Insurance Renewal for Fiscal Year 2023/2024.....Tab 4**
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors Meeting held on August 17, 2023.....Tab 5**
  - B. Consideration of Operation & Maintenance Expenditures for July, August and September 2023..... Tab 6**

**5. STAFF REPORTS**

A. District Counsel

B. District Engineer

C. District Manager

1. Presentation of 2<sup>nd</sup> and 3<sup>rd</sup> Quarter Website Audits.....Tab 7

**6. SUPERVISOR REQUESTS**

**7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

*Jillian Minichino*

Jillian Minichino  
District Manager

# Tab 1

## AGREEMENT CONCERNING THE 2006 BONDS AND 2006 ASSESSMENTS

**THIS AGREEMENT CONCERNING THE 2006 BONDS AND 2006 ASSESSMENTS** (this “**Agreement**”) is made and entered into effective as of the 1st day of November, 2023, by and among:

**Riverwood Estates Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”);

**Computershare Trust Company, N.A.**, (successor in interest to Wells Fargo Bank, N.A.), a national banking association duly organized and existing under the laws of the United States of America, as successor trustee (the “**Trustee**”) pursuant to the Master Trust Indenture by and between the District and the Trustee, as amended and supplemented by a First Supplemental Trust Indenture (collectively, the “**Trust Indenture**”), securing the \$14,225,000 Riverwood Estates Community Development District Special Assessment Bonds, Series 2006A and \$8,775,000 Special Assessment Bonds, Series 2006B;

**Pulte Home Company, LLC**, Michigan limited liability company (“**Pulte**”), whose address is 2662 S. Falkenburg Road, Riverview, Florida 33578;

**Jen Tampa 10, LLC**, a Florida limited liability company (“**Purchaser**”), whose address is 1316 West Swann Avenue, Tampa, Florida 33606;

**Riverwood Estates Holdco LLC**, a Florida limited liability company, whose address is 3600 Galileo Drive, Suite 104, Trinity, Florida 34655 (the “**Seller**,” and together with the District, Trustee, and Purchaser, the “**Parties**”);

**Amberglen Development, Inc.**, a Florida corporation whose address is 3600 Galileo Drive, Suite 104, Trinity, Florida 34655 (“**Amberglen**”); and

**Bearsfield Development, Inc.**, a Florida corporation whose address is 3600 Galileo Drive, Suite 104, Trinity, Florida (“**Bearsfield**,” and together with Amberglen the “**CDD Bond Holders**”).

### RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including, but

not limited to, roadway improvements; recreation improvements; undergrounding of electrical utilities; water and sanitary sewer; surface water management; security and landscaping improvements within or without the boundaries of the District; and

WHEREAS, the District adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities within and without the boundaries of the District, as described in the *Engineer's Report* prepared by Florida Design Consultants, Inc. (the "**Series 2006 Improvements**"); and

WHEREAS, the District financed the Series 2006 Improvements from the sale of \$14,225,000 Riverwood Estates Community Development District (Pasco County, Florida) Special Assessment Bonds, Series 2006A (the "**Series 2006A Bonds**"), and \$8,775,000 Riverwood Estates Community Development District (Pasco County, Florida) Special Assessment Bonds, Series 2006B (the "**Series 2006B Bonds**," together with the Series 2006A Bonds, the "**2006 Bonds**"); and

WHEREAS, the 2006 Bonds were issued pursuant to the Act and the Trust Indenture; and

WHEREAS, pursuant to Chapters 170 and 190, *Florida Statutes*, the District levied non-ad valorem special assessments securing the 2006 Bonds on those benefitted lands within the District as more specifically described in the *Final Master Special Assessment Allocation Report* (dated December 1, 2006) prepared by Rizzetta and Company, Inc. (the "**2006 Assessments**"); and

WHEREAS, to the extent that landowners within the District fail to pay all or a portion of the 2006 Assessments allocated to their respective lands and such assessments are not collected and enforced pursuant to the Uniform Method of Collection provided for in Chapter 197, *Florida Statutes*, the District is required by the Trust Indenture and the Act to take certain remedial actions, including foreclosure of the lien on property securing the 2006 Assessments, as described herein on **Exhibit A** (the "**Property**"); and

WHEREAS, in light of the certain prior delinquencies in the 2006 Assessments, the District instituted foreclosure proceedings against the prior landowner and various other parties with an interest in the Property as required under Florida law and the terms of the Indenture (the "**Foreclosure**"); and

WHEREAS, sometime after the filing of the Foreclosure, the prior landowner and some other affiliated entities (collectively, the "**Debtors**") filed for bankruptcy protection in federal bankruptcy court for the middle district of Florida (the "**Bankruptcy**"); and

WHEREAS, as a result of the Bankruptcy, the Foreclosure was stayed and the Debtors submitted a Disclosure Statement and Plan of Reorganization (the "**Bankruptcy Documents**") to the Bankruptcy Court in order to effect an orderly disposition of the Debtor's assets to the various creditors of the Debtor, and other parties with an interest in the assets of the Debtor, including the District and Trustee; and

WHEREAS, the Debtors, in furtherance of the terms of the Bankruptcy Documents, and in consultation with the District and the Trustee, on behalf of the prior Owners of the 2006 Bonds, filed a Motion to Establish Procedures to Sell/Transfer Collateral to Riverwood Estates Community Development District Consistent With and Under the Plan and Disclosure Statement (the "**Motion**"); and

WHEREAS, the Motion was heard by the Bankruptcy Court and on March 24, 2010 the Court entered that Order (a) Granting Debtor's Motion to Establish Procedures to Sell/Transfer Collateral to Riverwood Estates Community Development District consistent with and under the Plan and Disclosure Statement; (b) Authorizing and Scheduling an Auction; and (c) Approving the Manner of Notice of the Sale (the "**Order**") to effectuate the intent of the Motion and have certain collateral of the Debtors, including the Property, sold at an auction pursuant to Section 363 of the Bankruptcy Code and the terms of the Order (the "**Bankruptcy Auction**");

WHEREAS, the District, the Trustee, and the prior owners of the Bonds assigned the District's rights to credit bid at the Bankruptcy Auction to Seller; and

WHEREAS, Seller was the successful bidder at the Bankruptcy Auction and took title to the Property; and

WHEREAS, Seller took title to the Property subject to the 2006 Assessments, which are outstanding in the following amounts: 1) the portion of the 2006 Assessments securing the 2006A Bonds are outstanding in the total amount of \$25,664,377.50, which is comprised of \$14,030,000.00 in principal and \$11,634,377.50 in interest through November 1, 2023 (the "**2006A Assessments**"); and 2) the portion of the 2006 Assessments securing the 2006B Bonds are outstanding in the total amount of \$15,356,250.00, which is comprised of \$8,775,000 in principal and \$6,581,250 in interest through November 1, 2023, (the "**2006B Assessments**<sup>1</sup>"); and

WHEREAS, the Parties desire to restructure the 2006 Bonds and the 2006 Assessments as set forth herein; and

WHEREAS, Seller and Pulte entered into that certain Agreement of Purchase and Sale with an effective date of May 26, 2023 (as amended from time to time, the "**Purchase and Sale Agreement**"), as assigned by Pulte to Purchaser, as assignee, pursuant to which Seller agrees to sell and Purchaser agrees to purchase the Property, subject to the terms and conditions set forth therein; and

WHEREAS, the closing date under the Purchase and Sale Agreement is presently scheduled for November 1, 2023 (the "**Closing Date**"); and

WHEREAS, the District and the CDD Bond Holders, acknowledge and agree that it is in their respective and collective best interests to enter into this Agreement regarding matters concerning the 2006 Bonds, additional bonds and the 2006 Assessments as set forth herein; and

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<sup>1</sup> The 2006A Assessments and 2006B Assessments also include certain amounts for penalties resulting from the default in payment, which amounts, subject to the performance of the terms and condition herein, are to be forgiven.



WHEREAS, the Parties desire to enter into this Agreement concerning the 2006 Bonds, the 2006 Assessments, additional bonds and related matters and warrant that they have the right, power and authority to enter into and be bound by this Agreement.

## AGREEMENTS

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties represent, covenant and agree as follows:

1. **RECITALS** . The recitals appearing above are true and correct and they are incorporated herein and made a part of this Agreement as if set forth herein verbatim.

2. **PURCHASER’S MONETARY OBLIGATIONS.**

(a) *Payment of Past Due Amounts for 2006A Assessments* . On the Closing Date, Purchaser shall pay as part of the purchase price paid under the Purchase and Sale Agreement all past due 2006A Assessments in the following amounts: \$4,640,000.00 in past due principal to May 1, 2023 and \$11,634,377.50 in past due interest through November 1, 2023 (the “**2006A Assessment Past Due Payment**”). Subsequent to the payment of the 2006A Assessment Past Due Payment and the performance of all other terms and conditions in the Purchase and Sale Agreement to be performed on or before the Closing Date, the Series 2006A Bonds shall be current through November 1, 2023 and the District and the CDD Bond Holders shall forgive any and all penalties, acceleration, or additional sums that may be due and owing as a result of any default in the payments of the 2006A Assessments.

(b) *Payment of Past Due Amounts for 2006B Assessments* . On the Closing Date, Purchaser shall pay as part of the purchase price paid under the Purchase and Sale Agreement past due 2006B Assessments in the following amount: \$6,581,250.00 in past due interest through November 1, 2023 (the “**2006B Assessment Past Due Payment**”). Subsequent to the payment of the 2006B Assessment Past Due Payment and the performance of all other terms and conditions in the Purchase and Sale Agreement to be performed on or before the Closing Date, the Series 2006B Bonds shall be cancelled by the District and the CDD Bond Holders in their entirety including, but not limited to, any and all penalties, acceleration, or additional sums that may be due and owing as a result of any default in the payments of the 2006B Assessments.

(c) Notwithstanding anything contained in this Agreement to the contrary, all obligations of Pulte and Purchaser shall be expressly conditioned on the closing under the Purchase and Sale Agreement being completed. Pulte and Purchaser shall have no payment or other obligations to any parties hereunder unless and until closing has occurred under the Purchase and Sale Agreement.

(d) Upon the Closing under the Purchase and Sale Agreement and the conveyance of the Property to Purchaser, Seller shall have no further obligation to pay any assessments or other amounts to the District with respect to the Property, including, but not limited to any amounts that

may be due under that certain *Riverwood Estates Community Development District Fiscal Year 2023-2024 Funding Agreement* dated August 17, 2023.

### 3. FUTURE ISSUANCE OF DISTRICT BONDS.

(a) The District, the Trustee, the CDD Bond Holders, Pulte, Purchaser, and the Seller acknowledge and agree that, as long as the debt assessments securing the 2006A Bonds are not in default, the District may issue additional bonds, notes, or other debt instruments (the “**Additional Bonds**”) in accordance with this section and levy debt assessments to secure the Additional Bonds.

(b) The principal amount of the Additional Bonds, and the principal amount of any debt assessments securing the Additional Bonds, shall not exceed the principal amount of \$9,500,000.00.

(c) The District agrees that the sale of the Additional Bonds shall first be offered to the CDD Bond Holders. The District shall provide the CDD Bond Holders with written notice of the opportunity to purchase the Additional Bonds and the CDD Bond Holders shall have 30 days from their receipt of the written notice to determine whether they would like to purchase the Additional Bonds. The District shall be obligated to confirm the CDD Bond Holders’ receipt of the written notice. Regardless of whether or not the CDD Bond Holders purchase the Additional Bonds, as long as any portion of the Series 2006A Bonds are outstanding, the Additional Bonds shall not exceed the amounts set forth in section 3(b).

(d) Should the CDD Bond Holders purchase the Additional Bonds, the Additional Bonds shall be subject to a tax free interest rate of 6%, or the applicable market rate whichever is greater, and shall be for a term of 30 years with a minimum of ten years of call protection. The Additional Bonds shall be issued in accordance with Florida law, shall be structured with a reserve account equal to no less than the maximum annual debt service on the Additional Bonds, and shall be secured by debt assessments levied in accordance with Chapters 170, 190, and 197, Florida Statutes. Additionally, prior to closing on the Additional Bonds, the Purchaser and the District shall enter into a completion agreement, true up agreement, and a collateral assignment, which documents must be approved by the CDD Bond Holders, which approval shall not be unreasonably withheld. Additionally, the Purchaser shall sign and record a declaration of consent, consenting to the validity of the debt assessments securing the Additional Bonds, which declaration must also be approved by the CDD Bond Holders, which approval shall not be unreasonably withheld.

(e) If the District issues Additional Bonds that exceed the amount authorized in Section 3(b) during the time that a majority of the District’s Board of Supervisors (the “**Board**”) is comprised of individuals who: i) are affiliated with the Purchaser or an affiliated entity; ii) were elected by the Purchaser or an affiliated entity; or iii) were appointed to a landowner elected seat by a Board that was comprised of a majority of individuals who are affiliated with the Purchaser or an affiliated entity of Purchaser, Purchaser shall pay down the principal amount of the Additional Bonds to an amount that

is compliant with Section 3(b) within ninety (90) days of the issuance of the Additional Bonds.

(f) If the District issues Additional Bonds without providing and confirming the notice contemplated by Section 3(c) during the time that a majority of the District's Board is comprised of individuals who: i) are affiliated with the Purchaser or an affiliated entity; ii) were elected by the Purchaser or an affiliated entity; or iii) were appointed to a landowner elected seat by a Board that was comprised of a majority of individuals who are affiliated with the Purchaser or an affiliated entity, Purchaser agrees to make payment to the CDD Bond Holders in an amount equal to the tax free interest the CDD Bond Holders would have earned had the Additional Bonds been sold to the CDD Bond Holders for the 30-year term of the Additional Bonds, which amount shall be calculated to take into consideration the tax-free nature of the interest (the "**Issuance Payment**"). (For illustrative purposes, the Issuance Payment shall be in an amount that enables the CDD Bond Holders to net the total amount of tax free interest to be paid for the 30-year term of the Additional Bonds after the CDD Bond Holders pay income tax on the Issuance Payment.)

**4. PULTE'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Pulte represents and warrants to Seller, Trustee, Purchaser, the CDD Bond Holders and the District, as of the Effective Date and continuously throughout the term of this Agreement, that:

(a) Pulte is a limited liability company, duly organized and validly existing in the State of Michigan and authorized to conduct business in Florida.

(b) Pulte has the requisite right, legal capacity, power and authority to enter into this Agreement and to perform its obligations hereunder.

(c) Neither the execution and delivery of this Agreement nor the performance hereunder by Pulte will result in any breach of, or constitute a default under or conflict with, any agreement, covenant or obligation binding upon Pulte.

(d) This Agreement has been duly authorized and executed by Pulte and, upon delivery to Trustee, the District, the CDD Bond Holders, Purchaser, and Seller, this Agreement shall constitute the legal, valid and binding obligation of Pulte, enforceable in accordance with its terms against Pulte, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(e) Pulte shall comply with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Property.

**5. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Seller represents and warrants to Purchaser, Pulte, Trustee, the CDD Bond Holders, and the District, as of the Effective Date and continuously throughout the term of this Agreement, that:

(a) Seller is a limited liability company, duly organized and validly existing in the State of Florida and authorized to conduct business in Florida.

(b) Seller has the requisite right, legal capacity, power and authority to enter into this Agreement and to perform its obligations hereunder.

(c) Neither the execution and delivery of this Agreement nor the performance hereunder by Seller will result in any breach of, or constitute a default under or conflict with, any agreement, covenant or obligation binding upon Seller.

(d) This Agreement has been duly authorized and executed by Seller and, upon delivery to Trustee, the District, Pulte and Purchaser, this Agreement shall constitute the legal, valid and binding obligation of Seller, enforceable in accordance with its terms against Seller, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(e) Seller shall comply with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Property.

**6. TRUSTEE'S REPRESENTATIONS .** As a material inducement to Purchaser, Seller, Pulte, CDD Bond Holders, and the District, Trustee, having entered into this Agreement at the direction of the CDD Bond Holders, expressly acknowledges, represents, agrees, ratifies and confirms that:

(a) Trustee has full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and to carry out and consummate the transactions contemplated by this Agreement.

(b) Trustee has duly authorized the taking of any and all action necessary at the date hereof to carry out and give effect to the transactions contemplated to be performed on its part by this Agreement.

(c) This Agreement has been duly authorized, executed and delivered by Trustee and this Agreement shall constitute the legal, valid and binding obligation of Trustee, enforceable in accordance with its terms against Trustee, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(d) The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with or constitute a breach of or material default under any such indenture, agreement or other such instrument to which Trustee is a party or by which it or any of its property is bound.

**7. DISTRICT'S REPRESENTATIONS .** As a material inducement to Purchaser, Seller, Pulte, CDD Bond Holders and the Trustee, District expressly acknowledges, represents, agrees, ratifies and confirms that:

(a) District has full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and to carry out and consummate the transactions contemplated by this Agreement.

(b) District has duly authorized the taking of any and all action necessary at the date hereof to carry out and give effect to the transactions contemplated to be performed on its part by this Agreement.

(c) This Agreement has been duly authorized, executed and delivered by District and this Agreement shall constitute the legal, valid and binding obligation of District, enforceable in accordance with its terms against District, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(d) The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with or constitute a breach of or material default under any such indenture, agreement or other such instrument to which District is a party or by which it or any of its property is bound.

**8. PURCHASER'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Purchaser represents and warrants to Seller, Trustee, Pulte and the District, as of the Effective Date and continuously throughout the term of this Agreement, that:

(a) Purchaser is a limited liability company, duly organized and validly existing in the State of Florida.

(b) Purchaser has the requisite right, legal capacity, power and authority to enter into this Agreement and to perform its obligations hereunder.

(c) Neither the execution and delivery of this Agreement nor the performance hereunder by Purchaser will result in any breach of, or constitute a default under or conflict with, any agreement, covenant or obligation binding upon Purchaser.

(d) This Agreement has been duly authorized and executed by Purchaser and, upon delivery to Trustee, the District, Pulte and Seller, this Agreement shall constitute the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms against Purchaser, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(e) Purchaser shall comply with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Property.

**9. OTHER EXPENSES.** Any provision of this Agreement to the contrary notwithstanding, Trustee shall not be required to pay any of the expenses referenced herein. Under no circumstances shall Trustee have any obligation to advance or provide any money except as otherwise expressly stated in this Agreement.

**10. FEES AND COSTS.** In the event of any litigation arising out of or related to the relationship of the Parties as evidenced by this Agreement, including, but not limited to, any action seeking the interpretation or enforcement of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other non-prevailing Party, in addition to any other damages or relief awarded, all reasonable costs and attorney, paralegal and expert fees incurred by the prevailing Party in preparation for and at all proceedings and all levels of proceedings, including, but not limited to, all hearings, re-hearings, trials, re-trials, and appeals.

**11. ENTIRE AGREEMENT; AMENDMENT.** This Agreement (together with the exhibit attached hereto) contains all of the agreements and understandings of the Parties with respect to the matters set forth herein and any prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters are hereby declared null and void and they shall not be effective for any purpose. No provision of this Agreement may be modified, amended or waived except by a writing signed by the Party against which the enforcement of such modification, amendment or waiver is sought.

**12. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

**13. INCORPORATION OF EXHIBITS.** The exhibit attached to this Agreement and referred to in this Agreement is hereby incorporated in this Agreement as though fully set forth herein.

**14. SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

**15. GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL.** This Agreement and all related documents shall be governed by, and construed in accordance with, the laws of the State of Florida (excluding its conflicts of laws provisions). Venue for any action arising out of or relating to this Agreement and any related document shall lie solely in a court of competent jurisdiction in Pasco County, Florida, and the corresponding courts of appeal, and the Parties hereby consent to the jurisdiction of such courts. Each of the Parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

**16. CAPTIONS AND HEADINGS.** The section or paragraph captions or headings set forth herein are used only for the purpose of convenience and shall not be deemed to limit the subject matter of any section or paragraph or to otherwise be considered as to the meaning of any portion of this Agreement.

**17. WAIVERS; ELECTION OF REMEDIES.** Any waiver by a Party must be in writing. The waiver by any Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for

performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedy permitted by this Agreement. No delay or omission in the exercise of any right or remedy by a party upon any default by the other party shall impair such a right or remedy or be construed as a waiver. A Party's consent to or approval of any act requiring that party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act.

**18. FULL PARTICIPATION AND LEGAL ADVICE.** Each Party has fully participated in the negotiation and preparation of this Agreement and each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution of such Party as the sole source of the language in question.

**19. TIME OF THE ESSENCE.** Time shall be of the essence as to all dates, deadlines and times of performance under this Agreement. Notwithstanding the foregoing, in the event any date or any deadline for the performance of an action or the giving of any notice falls on any day that is not a Business Day, or any period provided for in this Agreement shall expire on any day that is not a Business Day, then the date for the performance of such action or giving of such notice, or the expiration date of such period, as applicable, shall be automatically extended to midnight of the next following Business Day. For the purposes of this Agreement, the term "**Business Day**" shall mean and refer to any day that is not a Saturday, Sunday, or national banking holiday.

**20. SALE OF THE PROPERTY.** The obligations hereunder shall run with the land. The parties hereto acknowledge and agree that, should Purchaser sell any portion of the Property other than a sale of a fully developed lot with a home to a home purchaser, Purchaser shall assign this Agreement to the subsequent purchaser ("**Subsequent Purchaser**"); and such assignment shall be deemed to include the Subsequent Purchaser as an obligated party under this Agreement, whereupon Purchaser shall be relieved of its obligations hereunder by such assignment. Subsequent Purchaser(s) shall be bound by this provision for any sale of the Property. Specifically, for all or any portion of the Property that is conveyed to Pulte by Purchaser, Pulte hereby agrees, acknowledges and confirms that it shall assume all obligations of Purchaser hereunder with respect to such portion of the Property so conveyed to Pulte, and Purchaser shall be relieved of any and all obligation hereunder with respect thereto.

**21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement (i) shall inure to the sole benefit of Parties, and their respective representatives, successors and assigns, and (ii) shall be binding upon the Parties and their respective representatives, successors and assigns.

**22. NOTICES.** Except as may be expressly stated to the contrary in this Agreement, notices, documents, demands, or certificates given by either Party in connection with this Agreement or the performance by either Party under this Agreement shall be in writing and shall be delivered or sent by one of the following methods: (a) in person (by hand delivery or professional messenger service) to the addressee Party, (b) registered or certified mail, with postage prepaid, return receipt requested, or (c) Express Mail of the U.S. Postal Service or Federal Express (a/k/a FedEx) or any other courier service guaranteeing next business day delivery, charges prepaid. Notices shall be sent or delivered to the following addresses:

If to the District: Riverwood Estates Community Development District  
c/o Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

With a copy to: Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

If to Trustee: Computershare Trust Company, N.A., as trustee  
c/o Corporate Trust Department  
1505 Energy Park Drive  
St. Paul, MN 55108

If to Pulte: Pulte Home Company, LLC  
2662 S. Falkenburg Road  
Riverview, Florida 33578  
Attention: Sean Strickler, Division President, West Florida Division

With a copy to: Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.  
420 S. Orange Ave., Suite 700  
Orlando, Florida 32801  
Attn: David P. Barker, Esq.  
Phone: (407) 428-5118

If to Seller: Riverwood Estates Holdco, LLC  
3600 Galileo Drive  
Suite 104  
Trinity, Florida 34655  
Attention: Patricia O. Buck

With a copy to: Hobby & Hobby, PA  
109 Brush Street, Suite 250  
Tampa, Florida 33602



Attention: Clarke Hobby, Esq.

If to Amberglen: Amberglen Development, Inc.  
3600 Galileo Drive  
Suite 104  
Trinity, Florida 34655  
Attention: Patricia O. Buck

With a copy to: Hobby & Hobby, PA  
109 Brush Street, Suite 250  
Tampa, Florida 33602  
Attention: Clarke Hobby, Esq.

If to Bearsfield: Bearsfield Development, Inc.  
3600 Galileo Drive  
Suite 104  
Trinity, Florida 34655  
Attention: Patricia O. Buck

With a copy to: Hobby & Hobby, PA  
109 Brush Street, Suite 250  
Tampa, Florida 33602  
Attention: Clarke Hobby, Esq.

If To Purchaser: Jen Tampa 10, LLC  
1316 West Swann Avenue,  
Tampa, Florida 33606  
Attention: Matt O'Brien

With a copy to: Godbold, Downing, Bill, & Rentz, P.A  
222 W. Comstock Avenue, Suite 101  
Winter Park, Florida 32789  
Attention: Grant T. Downing

Any such notice, document, demand, or certificate sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received upon the earlier of actual receipt or seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by Express Mail of the U.S. Postal Service or Federal Express (a/k/a FedEx) or other courier service guaranteeing next business day delivery shall be deemed to have been given twenty-four (24) hours after delivery of the same to the U.S. Postal Service or private courier, with charges prepaid and instructions for next business day delivery. Any notice, document, demand, or certificate sent by any other method shall be effective only upon actual receipt thereof or the addressee's refusal to accept delivery, whichever occurs first. Any Party may change its address for purposes of this section by giving notice to the other Party as provided herein.

**23. GENDER AND NUMBER.** Wherever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and neuter, and reference to the singular shall be deemed to include the plural.

**24. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, as amended, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.


**25. PUBLIC RECORDS.** The Parties understand and agree that all documents of any kind provided to any Party in connection with this Agreement may be public records and treated as such in accordance with Florida law.

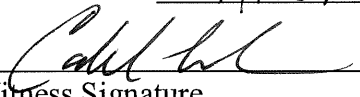
**26. FURTHER ASSURANCES.** The Parties agree to execute, acknowledge, deliver and record such certificates, amendments, instruments, and documents, and to take such other action, as may be reasonably necessary to carry out the intent and purposes of this Agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed by their lawful representatives, hereunto duly authorized, as of the Effective Date.

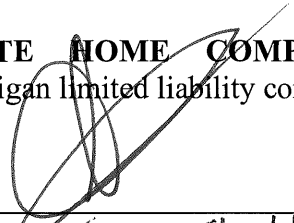
**WITNESSES:**

  
\_\_\_\_\_  
Witness Signature  
Printed name: Alex Morris

  
\_\_\_\_\_  
Witness Signature  
Printed name: Caleb Lasher

**"PULTE"**

**PULTE HOME COMPANY, LLC**, a Michigan limited liability company

By:   
\_\_\_\_\_  
Name: Sean Strickler  
Title: Division President

**WITNESSES:**

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_

**"DISTRICT"**

**RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_

**"SELLER"**

**RIVERWOOD ESTATES HOLDCO, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed by their lawful representatives, hereunto duly authorized, as of the Effective Date.

**WITNESSES:**

**"PULTE"**

**PULTE HOME COMPANY, LLC**, a Michigan limited liability company

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Printed name: \_\_\_\_\_

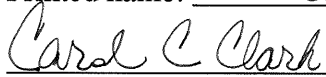
**WITNESSES:**

**"DISTRICT"**

**RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government

  
\_\_\_\_\_  
Witness Signature  
Printed name: Paula Orsi

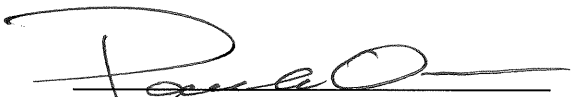
By: Pat O Buck  
Name: Patricia O. Buck  
Title: Chairman

  
\_\_\_\_\_  
Witness Signature  
Printed name: Carol C Clark

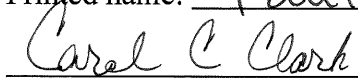
**WITNESSES:**

**"SELLER"**

**RIVERWOOD ESTATES HOLDCO, LLC**, a Florida limited liability company

  
\_\_\_\_\_  
Witness Signature  
Printed name: Paula Orsi

By: Pat O Buck  
Name: Patricia O. Buck  
Title: Manager

  
\_\_\_\_\_  
Witness Signature  
Printed name: Carol C Clark

**WITNESSES:**

Francis Wiersma  
Witness Signature  
Printed Name: Francis Wiersma  
**Officer**

Linda Lopez  
Witness Signature  
Printed Name: LINDA LOPEZ

**WITNESSES:**

\_\_\_\_\_  
Witness Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Printed Name: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Witness Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
Printed Name: \_\_\_\_\_

**"TRUSTEE"**

**COMPUTERSHARE TRUST COMPANY,  
N.A., a national banking association.**

By: Corey J. Dahlstrand  
Name: Corey J. Dahlstrand  
Its: Vice President

**"AMBERGLEN"**

**AMBERGLEN DEVELOPMENT, INC., a  
Florida corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**"BEARFIELD"**

**BEARFIELD DEVELOPMENT, INC, a  
Florida corporation**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

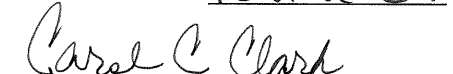
**WITNESSES:**

\_\_\_\_\_  
Witness Signature  
Printed Name: \_\_\_\_\_


\_\_\_\_\_  
Witness Signature  
Printed Name: \_\_\_\_\_

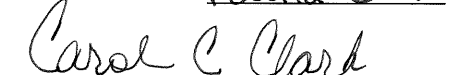
**WITNESSES:**

  
\_\_\_\_\_  
Witness Signature  
Printed Name: Paula Orsi

  
\_\_\_\_\_  
Witness Signature  
Printed Name: Carol C Clark

**WITNESSES:**

  
\_\_\_\_\_  
Witness Signature  
Printed Name: Paula Orsi

  
\_\_\_\_\_  
Witness Signature  
Printed Name: Carol C Clark

**“TRUSTEE”**

**COMPUTERSHARE TRUST COMPANY,  
N.A., a national banking association**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**“AMBERGLEN”**

**AMBERGLEN DEVELOPMENT, INC., a  
Florida corporation**

By: Pat O Buck  
Name: Patricia O. Buck  
Its: President

**“BEARFIELD”**

**BEARFIELD DEVELOPMENT, INC, a  
Florida corporation**

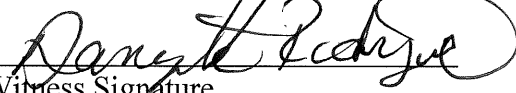
By: Pat O Buck  
Name: Patricia O. Buck  
Its: President

**WITNESSES:**



Witness Signature

Printed name: CRISTINA M. ELSE



Witness Signature

Printed name: Danyelle Rodriguez

**“PURCHASER”**

**JEN TAMPA 10, LLC**, a Florida limited liability company

By: 

Name: Matt O'Brien

Title: Vice President

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROPERTY**

**SY2:**

Lots 1-27 inclusive, Block 2, according to the Plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida

**SY3:**

Lots 1-10 inclusive, Block 1, according to the Plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida

**SY4:**

Lots 1-33 inclusive, Block 9, according to the Plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida.

**SY5:**

Lots 1-5 inclusive, Block 7, according to the Plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida.

**SY6:**

Lots 4-7 inclusive, Block 8, according to the Plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida.

**SY7:**

Lots 1-2 inclusive, Block 24, according to the Plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida.

**SY8:**

Lots 1-3 inclusive, Block 23, according to the Plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida.

**SY9:**

Lots 8-23 inclusive, Block 25, according to the Plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida.

**SY10:**

Lots 1-12 inclusive, Block 20, according to the Plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida.



SY11:

Lots 1-11 inclusive, Block 21, Lots 1-15, inclusive Block 22, and Lots 1-10, inclusive Block 27 according to the Plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida.

SY12:

Lots 1-23 inclusive, Block 19, Lots 1-7, inclusive Block 28 according to the Plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida.

SY13:

A parcel of land being a portion of Section 33, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

BEGIN at a North corner of TRACT FD-9, same being the Southwest most corner of TRACT FD-8, both according to the plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida; thence S53°51'40"W, along the West line of said TRACT FD-9 (being the basis of bearings for this legal description), for 55.36 feet to a West corner of said TRACT FD-9, same being the North most corner of TRACT FD-10, according to said plat of RIVERWOOD ESTATES PHASE 1A, same being the point of intersection with a non-tangent curve, concave Westerly; thence Northerly along the arc of said curve, with a radial bearing of S83°51'40"W, having a radius of 20.00 feet, a central angle of 30°00'00", an arc length of 10.47 feet, and a chord bearing N21°08'20"W, for 10.35 feet, to the point of intersection with a non-tangent line; thence S53°51'40"W, for 120.00 feet; thence S55°12'37"W, for 175.65 feet to the point of curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve, having a radius of 181.88 feet, a central angle of 146°48'36", an arc length of 466.04 feet, and a chord bearing N51°23'05"W, for 348.61 feet to the point of tangent; thence N22°01'13"E, for 67.96 feet; thence N34°49'07"E, for 69.39 feet; thence N14°20'10"E, for 108.13 feet to the point of intersection with a non-tangent curve, concave Northeasterly; thence Northwesterly along the arc of said curve, with a radial bearing of N42°10'23"E, having a radius of 275.00 feet, a central angle of 20°31'19", an arc length of 98.50 feet, and a chord bearing N37°33'58"W, for 97.97 feet to the point of intersection with a non-tangent line; thence S62°41'41"W, for 121.00 feet to the point of intersection with a non-tangent curve, concave Easterly; thence Northerly along the arc of said curve, with a radial bearing of N62°41'41"E, having a radius of 396.00 feet, a central angle of 48°23'38", an arc length of 334.48 feet, and a chord bearing N03°06'29"W, for 324.62 feet to the point of tangent; thence N21°05'20"E, for 73.88 feet; thence N20°20'22"E, for 130.00 feet; thence N19°09'58"E, for 90.09 feet to the point of curvature of a curve concave Southwesterly; thence Southeasterly along the arc of said curve, having a radius of 181.88 feet, a central angle of 251°10'30", an arc length of 797.34 feet, and a chord bearing S35°14'47"E, for 295.83 feet to the point of intersection with a non-tangent line; thence N00°20'27"E, for 121.88 feet to the point of intersection with a non-tangent curve, concave Northerly; thence Westerly along the arc of said curve, with a radial bearing of N00°20'27"E, having a radius of 60.00 feet, a central angle of 12°49'04", an arc length of 13.42 feet, and a chord bearing N83°15'00"W, for 13.39 feet, to the point of reverse curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 20.00 feet, a central angle of 82°49'09", an arc length of 28.91 feet, and a chord bearing S61°44'57"W, for 26.46 feet to the point of tangent; thence S20°20'22"W, for 223.48 feet to

the point of curvature of a curve concave Northeasterly; thence Southeasterly along the arc of said curve, having a radius of 225.00 feet, a central angle of 87°34'34", an arc length of 343.91 feet, and a chord bearing S23°26'55"E, for 311.40 feet to the point of intersection with a non-tangent line; thence N14°20'10"E, for 118.16 feet; thence S75°39'50"E, for 75.00 feet; thence S75°08'54"E, for 65.00 feet; thence S75°39'50"E, for 23.96 feet to the point of curvature of a curve concave Southwesterly; thence Southeasterly along the arc of said curve, having a radius of 345.00 feet, a central angle of 39°31'29", an arc length of 237.99 feet, and a chord bearing S55°54'05"E, for 233.30 feet to the point of tangent; thence S36°08'20"E, for 136.08 feet; thence S53°51'40"W, for 120.00 feet to the point of intersection with a non-tangent curve, concave Northeasterly; thence Southeasterly along the arc of said curve, with a radial bearing of N53°51'40"E, having a radius of 20.00 feet, a central angle of 30°00'00", an arc length of 10.47 feet, and a chord bearing S51°08'20"E, for 10.35 feet to the POINT OF BEGINNING.

SY14:

A parcel of land being a portion of Section 33 and 34, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of TRACT FD-5, same being the Southeast corner of TRACT FD-4, both according to the plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida; thence the following two (2) courses along the South line of said TRACT FD-5 (being the basis of bearings for this legal description); (1) thence S88°47'02"E, for 428.26 feet to the point of curvature of a curve concave Southerly; (2) thence Easterly along the arc of said curve, having a radius of 540.00 feet, a central angle of 03°04'30", an arc length of 28.98 feet, and a chord bearing S87°14'47"E, for 28.98 feet to the Southeast corner of said TRACT FD-5, same being the Northwest corner of TRACT FD-6, according to said plat of RIVERWOOD ESTATES PHASE 1A, same being the point of intersection with a non-tangent curve, concave Easterly; thence Southerly along the arc of said curve, with a radial bearing of S54°47'09"E, having a radius of 20.00 feet, a central angle of 32°01'13", an arc length of 11.18 feet, and a chord bearing S19°12'15"W, for 11.03 feet, to the point of tangent; thence S03°11'38"W, for 33.86 feet; thence S86°48'22"E, for 120.00 feet; thence S03°11'38"W, for 93.08 feet; thence S02°19'08"W, for 37.01 feet to the point of curvature of a curve concave Westerly; thence Southerly along the arc of said curve, having a radius of 345.61 feet, a central angle of 35°47'05", an arc length of 215.85 feet, and a chord bearing S20°12'40"W, for 212.36 feet to the point of intersection with a non-tangent line; thence S51°53'47"E, for 26.78 feet; thence N58°49'46"E, for 58.88 feet to the point of intersection with a non-tangent curve, concave Southerly; thence Easterly along the arc of said curve, with a radial bearing of S32°06'37"E, having a radius of 196.11 feet, a central angle of 92°01'07", an arc length of 314.95 feet, and a chord bearing S76°06'04"E, for 282.18 feet to the point of intersection with a non-tangent line; thence S30°09'53"E, for 180.05 feet to the point of intersection with a non-tangent curve, concave Westerly; thence Southerly along the arc of said curve, with a radial bearing of S59°48'04"W, having a radius of 246.00 feet, a central angle of 90°00'00", an arc length of 386.42 feet, and a chord bearing S14°48'04"W, for 347.90 feet to the point of intersection with a non-tangent line; thence S59°47'11"W, for 418.02 feet to the point of intersection with a non-tangent curve, concave Northerly; thence Westerly along the arc of said curve, with a radial bearing of N30°18'39"W, having a radius of 196.11 feet, a central angle of 54°38'17", an arc length of 187.01 feet, and a chord bearing S87°00'29"W, for 180.00 feet to the point of tangent; thence N65°40'22"W, for 17.33 feet; thence N66°01'02"W, for 129.61 feet; thence S16°04'57"W, for 121.88 feet; thence S34°03'08"W, for 77.49 feet; thence S84°06'51"W, for 67.55 feet; thence S53°34'38"W, for 70.71 feet; thence

S05°47'52"W, for 73.50 feet; thence S15°20'30"E, for 60.44 feet; thence S37°39'09"E, for 63.74 feet; thence S13°59'05"W, for 12.88 feet; thence S76°00'55"E, for 197.94 feet; thence S75°14'54"E, for 11.38 feet to the point of intersection with a non-tangent curve, concave Northerly; thence Easterly along the arc of said curve, with a radial bearing of N15°31'06"E, having a radius of 20.00 feet, a central angle of 21°42'26", an arc length of 7.58 feet, and a chord bearing S85°20'07"E, for 7.53 feet, to the South most corner of said TRACT FD-6, same being the Northwest corner of TRACT FD-7, according to said plat of RIVERWOOD ESTATES PHASE 1A, same being the point of intersection with a non-tangent curve, concave Easterly; thence Southerly along the arc of said curve, same being the West line of said TRACT FD-7, with a radial bearing of S66°51'42"E, having a radius of 735.00 feet, a central angle of 04°17'01", an arc length of 54.95 feet, and a chord bearing S20°59'48"W, for 54.94 feet, to the Southwest corner of said TRACT FD-7, same being the North most corner of TRACT FD-8, according to said plat of RIVERWOOD ESTATES PHASE 1A, same being point of intersection with a non-tangent curve, concave Southwesterly; thence Northwesterly along the arc of said curve, with a radial bearing of S48°10'55"W, having a radius of 20.00 feet, a central angle of 34°03'30", an arc length of 11.89 feet, and a chord bearing N58°50'50"W, for 11.71 feet to the point of intersection with a non-tangent line; thence N75°58'19"W, for 1.46 feet; thence S13°59'05"W, for 121.00 feet; thence N76°00'55"W, for 230.72 feet to the point of curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 371.00 feet, a central angle of 07°52'15", an arc length of 50.96 feet, and a chord bearing N72°04'47"W, for 50.92 feet to the point of tangent; thence N68°08'40"W, for 86.72 feet to the point of intersection with a non-tangent curve, concave Northeasterly; thence Northwesterly along the arc of said curve, with a radial bearing of N35°00'42"E, having a radius of 381.00 feet, a central angle of 46°35'25", an arc length of 309.81 feet, and a chord bearing N31°41'35"W, for 301.35 feet to the point of intersection with a non-tangent line; thence N04°45'30"E, for 86.72 feet to the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 371.00 feet, a central angle of 07°11'21", an arc length of 46.55 feet, and a chord bearing N08°21'10"E, for 46.52 feet to the point of tangent; thence N11°56'51"E, for 113.08 feet to the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 646.00 feet, a central angle of 12°02'07", an arc length of 135.70 feet, and a chord bearing N17°57'54"E, for 135.45 feet to the point of tangent; thence N23°58'58"E, for 226.33 feet; thence N03°23'18"E, for 34.02 feet; thence N30°11'56"W, for 343.52 feet to the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 196.00 feet, a central angle of 90°00'00", an arc length of 307.88 feet, and a chord bearing N14°48'04"E, for 277.19 feet to the point of tangent; thence N59°48'04"E, for 315.00 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 196.00 feet, a central angle of 03°30'13", an arc length of 11.98 feet, and a chord bearing N61°33'11"E, for 11.98 feet to the point of intersection with a non-tangent line; thence N01°12'58"E, for 32.79 feet to the POINT OF BEGINNING.

SY15:

A parcel of land being a portion of Section 33, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of the Southeast 1/4 of Section 33, Township 26 South, Range 21 East, Pasco County, Florida; thence N89°35'24"E, along the South line of said Southeast 1/4 of Section 33 (being the basis of bearings for this legal description), for 700.05 feet to the POINT OF BEGINNING; thence leaving said South line of the Southeast 1/4 of Section 33, N32°03'41"E, for 70.38 feet to the point of

intersection with a non-tangent curve, concave Easterly; thence Northerly along the arc of said curve, with a radial bearing of N32°03'41"E, having a radius of 60.00 feet, a central angle of 103°25'33", an arc length of 108.31 feet, and a chord bearing N06°13'33"W, for 94.19 feet, to the point of intersection with a non-tangent line; thence N44°30'46"W, for 173.14 feet; thence N00°24'36"W, for 78.22 feet to the point of intersection with a non-tangent curve, concave Southerly; thence Easterly along the arc of said curve, with a radial bearing of S02°43'05"E, having a radius of 175.77 feet, a central angle of 31°07'05", an arc length of 95.46 feet, and a chord bearing S77°09'33"E, for 94.30 feet, to the point of tangent; thence S61°36'00"E, for 5.93 feet; thence N34°26'13"E, for 134.27 feet to the point of intersection with a non-tangent curve, concave Southeasterly; thence Northeasterly along the arc of said curve, with a radial bearing of N32°10'23"E, having a radius of 60.00 feet, a central angle of 184°43'30", an arc length of 193.44 feet, and a chord bearing N34°32'08"E, for 119.90 feet, to the point of intersection with a non-tangent line; thence N34°26'13"E, for 125.06 feet to the point of intersection with the South line according to the plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida; thence the following six (6) courses along said South line according to the plat of RIVERWOOD ESTATES PHASE 1A; (1) thence S55°33'47"E, for 55.00 feet; (2) thence S35°41'22"E, for 91.16 feet; (3) thence S54°05'00"E, for 53.51 feet; (4) thence S55°25'50"E, for 137.15 feet; (5) thence S57°33'00"E, for 42.88 feet; (6) thence S64°47'51"E, for 15.06 feet; thence leaving said South line according to the plat of RIVERWOOD ESTATES PHASE 1A, S56°12'07"E, for 17.54 feet; thence S52°11'08"W, for 10.54 feet; thence S12°37'42"E, for 118.69 feet; thence S00°24'33"E, for 94.06 feet; thence N89°35'24"E, for 49.10 feet to the point of curvature of a curve concave Northwesterly; thence Northeasterly along the arc of said curve, having a radius of 45.00 feet, a central angle of 61°31'14", an arc length of 48.32 feet, and a chord bearing N58°49'47"E, for 46.03 feet to the point of tangent; thence N28°04'10"E, for 161.68 feet to a South corner according to said plat of RIVERWOOD ESTATES PHASE 1A; thence S79°33'48"E, along said South line according to the plat of RIVERWOOD ESTATES PHASE 1A, for 52.46 feet to a South corner according to said plat of RIVERWOOD ESTATES PHASE 1A; thence leaving said South line according to the plat of RIVERWOOD ESTATES PHASE 1A, S28°04'10"W, for 177.57 feet to the point of curvature of a curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 95.00 feet, a central angle of 15°08'18", an arc length of 25.10 feet, and a chord bearing S35°38'19"W, for 25.03 feet to the point of intersection with a non-tangent line; thence S40°45'00"E, for 182.97 feet; thence S00°24'36"E, for 10.00 feet to the point of intersection with said South line of the Southeast 1/4 of Section 33; thence S89°35'24"W, along said South line of the Southeast 1/4 of Section 33, for 792.03 feet to the POINT OF BEGINNING.

SY16:

A parcel of land being a portion of Section 33, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

BEGIN at a South corner according to the plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida; thence the following eleven (11) courses along the Southerly line according to said plat of RIVERWOOD ESTATES PHASE 1A; (1) thence N52°31'29"E (being the basis of bearings for this legal description), for 130.00 feet; (2) thence N64°46'00"E, for 51.16 feet; (3) thence N38°20'24"E, for 100.95 feet to the point of curvature of a curve concave Northwesterly; (4) thence Northeasterly along the arc of said curve, having a radius of 235.91 feet, a central angle of 03°03'34", an arc length of 12.60 feet, and a chord bearing N36°48'37"E, for 12.59 feet to the point of intersection with a non-tangent line; (5) thence S37°28'31"E, for 78.33 feet; (6) thence S39°58'13"E, for

109.81 feet; (7) thence  $S04^{\circ}23'29''W$ , for 44.34 feet to the point of intersection with a non-tangent curve, concave Southwesterly; (8) thence Southeasterly along the arc of said curve, with a radial bearing of  $S04^{\circ}23'29''W$ , having a radius of 60.00 feet, a central angle of  $87^{\circ}41'23''$ , an arc length of 91.83 feet, and a chord bearing  $S41^{\circ}45'49''E$ , for 83.13 feet, to the point of intersection with a non-tangent line; (9) thence  $S78^{\circ}19'29''E$ , for 111.83 feet to the point of intersection with a non-tangent curve, concave Northwesterly; (10) thence Southwesterly along the arc of said curve, with a radial bearing of  $N81^{\circ}40'18''W$ , having a radius of 171.28 feet, a central angle of  $65^{\circ}02'17''$ , an arc length of 194.43 feet, and a chord bearing  $S40^{\circ}50'51''W$ , for 184.16 feet, to the point of tangent; (11) thence  $S73^{\circ}21'59''W$ , for 46.95 feet; thence leaving said Southerly line according to the plat of RIVERWOOD ESTATES PHASE 1A,  $S89^{\circ}35'24''W$ , for 114.84 feet; thence  $N46^{\circ}24'41''W$ , for 126.94 feet to the point of intersection with a non-tangent curve, concave Northeasterly; thence Northwesterly along the arc of said curve, with a radial bearing of  $N41^{\circ}44'03''E$ , having a radius of 530.40 feet, a central angle of  $11^{\circ}21'51''$ , an arc length of 105.20 feet, and a chord bearing  $N42^{\circ}35'02''W$ , for 105.03 feet, to the point of intersection with a non-tangent line; thence  $N36^{\circ}54'01''W$ , for 37.59 feet; thence  $N37^{\circ}28'31''W$ , for 55.00 feet to the POINT OF BEGINNING.

SY17:

A parcel of land being a portion of Section 33 & 34, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 26 South, Range 21 East, Pasco County, Florida; thence  $N89^{\circ}56'45''E$ , along the South line of said Southwest 1/4 of Southwest 1/4 of Section 34 (being the basis of bearings for this legal description), for 167.76 feet to the POINT OF BEGINNING; thence leaving said South line of Southwest 1/4 of Southwest 1/4 of Section 34,  $N00^{\circ}03'15''W$ , for 10.00 feet; thence  $N53^{\circ}58'02''W$ , for 81.93 feet to the point of curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve, having a radius of 255.83 feet, a central angle of  $53^{\circ}54'47''$ , an arc length of 240.73 feet, and a chord bearing  $N27^{\circ}00'38''W$ , for 231.94 feet to the point of tangent; thence  $N00^{\circ}03'15''W$ , for 24.01 feet to the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 635.83 feet, a central angle of  $07^{\circ}53'29''$ , an arc length of 87.57 feet, and a chord bearing  $N03^{\circ}53'30''E$ , for 87.51 feet to the point of tangent; thence  $N07^{\circ}50'14''E$ , for 26.19 feet; thence  $N06^{\circ}26'03''E$ , for 110.00 feet; thence  $N05^{\circ}18'56''E$ , for 41.84 feet to the point of intersection with the Southerly extension of the Southerly line according to the plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, page 123, of the Public Records of Pasco County, Florida, same being the point of curvature of a curve concave Southwesterly; thence the following thirteen (13) courses along said Southerly extension of the Southerly line according to the plat of RIVERWOOD ESTATES PHASE 1A, and the Southerly line according to said plat of RIVERWOOD ESTATES PHASE 1A, respectively; (1) thence Northwesterly along the arc of said curve, having a radius of 164.21 feet, a central angle of  $60^{\circ}46'03''$ , an arc length of 174.16 feet, and a chord bearing  $N25^{\circ}04'05''W$ , for 166.12 feet to the point of intersection with a non-tangent line; (2) thence  $N55^{\circ}27'07''W$ , for 11.82 feet; (3) thence  $S34^{\circ}32'53''W$ , for 52.40 feet to the point of intersection with a non-tangent curve, concave Northeasterly; (4) thence Northwesterly along the arc of said curve, with a radial bearing of  $N55^{\circ}27'06''W$ , having a radius of 171.29 feet, a central angle of  $163^{\circ}33'56''$ , an arc length of 488.98 feet, and a chord bearing  $N63^{\circ}40'08''W$ , for 339.05 feet, to the point of tangent; (5) thence  $N18^{\circ}06'49''E$ , for 79.99 feet; (6) thence  $N06^{\circ}36'07''E$ , for 110.72 feet; (7) thence  $N35^{\circ}53'00''W$ , for 61.74 feet; (8) thence  $N89^{\circ}57'29''W$ , for 43.31 feet to the point of curvature of a curve concave Southerly; (9) thence Westerly along the arc of said

curve, having a radius of 225.00 feet, a central angle of 39°27'57", an arc length of 154.98 feet, and a chord bearing S70°18'32"W, for 151.94 feet to the point of reverse curvature of a curve concave Northerly; (10) thence Westerly along the arc of said curve, having a radius of 20.00 feet, a central angle of 86°48'06", an arc length of 30.30 feet, and a chord bearing N86°01'23"W, for 27.48 feet, to the point of tangent; (11) thence N42°37'20"W, for 360.38 feet; (12) thence N47°22'40"E, for 57.50 feet; (13) thence N46°59'57"E, for 52.06 feet to the point of curvature of a curve concave Southerly; thence continue Easterly along said Southerly line according to the plat of RIVERWOOD ESTATES PHASE 1A, and the Easterly extension of the Southerly line according to said plat of RIVERWOOD ESTATES PHASE 1A, respectively, same being said curve, having a radius of 335.35 feet, a central angle of 43°41'12", an arc length of 255.70 feet, and a chord bearing N68°50'33"E, for 249.55 feet to the point of tangent; thence leaving said Easterly extension of the Southerly line according to the plat of RIVERWOOD ESTATES PHASE 1A, S89°18'51"E, for 29.37 feet; thence S89°57'29"E, for 180.00 feet; thence N89°39'08"E, for 50.52 feet to the point of curvature of a curve concave Southerly; thence Easterly along the arc of said curve, having a radius of 335.35 feet, a central angle of 34°31'25", an arc length of 202.07 feet, and a chord bearing S73°05'10"E, for 199.02 feet to the point of tangent; thence S55°49'27"E, for 24.95 feet; thence S56°34'38"E, for 360.00 feet; thence S56°55'28"E, for 38.93 feet to the point of curvature of a curve concave Southwesterly; thence Southeasterly along the arc of said curve, having a radius of 485.24 feet, a central angle of 07°19'33", an arc length of 62.04 feet, and a chord bearing S53°15'41"E, for 62.00 feet to the point of intersection with a non-tangent line, same being hereon known as REFERENCE POINT "A"; thence N42°04'41"E, for 48.09 feet to the point of intersection with a non-tangent curve, concave Southerly; thence Easterly along the arc of said curve, with a radial bearing of S22°09'34"E, having a radius of 435.27 feet, a central angle of 18°27'35", an arc length of 140.24 feet, and a chord bearing N77°04'13"E, for 139.63 feet, to the point of tangent; thence N86°18'01"E, for 33.09 feet; thence N85°04'05"E, for 33.13 feet to the point of curvature of a curve concave Northerly; thence Easterly along the arc of said curve, having a radius of 164.56 feet, a central angle of 18°49'33", an arc length of 54.07 feet, and a chord bearing N75°39'19"E, for 53.83 feet to the point of tangent; thence N66°14'32"E, for 42.35 feet; thence N65°37'56"E, for 90.00 feet; thence N65°17'10"E, for 30.92 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 585.20 feet, a central angle of 03°29'07", an arc length of 35.60 feet, and a chord bearing N67°01'44"E, for 35.59 feet to the point of intersection with a non-tangent line; thence N26°23'50"E, for 73.25 feet; thence N20°11'59"W, for 22.38 feet; thence N20°54'57"E, for 24.73 feet; thence N02°53'35"W, for 28.83 feet; thence N36°41'51"E, for 21.72 feet; thence N18°26'21"W, for 44.13 feet; thence S68°28'01"E, for 31.98 feet; thence S83°18'21"E, for 27.87 feet; thence S76°42'46"E, for 29.99 feet; thence S71°50'43"E, for 32.97 feet; thence S75°10'11"E, for 37.75 feet; thence N78°58'56"E, for 40.78 feet; thence N69°57'35"E, for 45.10 feet; thence N61°23'30"E, for 41.70 feet; thence N58°28'07"E, for 31.22 feet; thence N58°14'30"E, for 26.66 feet; thence N84°49'26"E, for 30.07 feet; thence S87°54'19"E, for 17.26 feet; thence S52°47'05"E, for 34.25 feet; thence S75°45'46"E, for 59.83 feet; thence N36°14'45"E, for 26.72 feet; thence N73°01'40"E, for 30.14 feet; thence N50°59'54"E, for 45.27 feet; thence N14°51'50"E, for 40.65 feet; thence N09°55'11"E, for 59.52 feet; thence N74°02'27"E, for 12.32 feet to the point of intersection with a non-tangent curve, concave Easterly; thence Northerly along the arc of said curve, with a radial bearing of N74°02'27"E, having a radius of 255.00 feet, a central angle of 34°19'25", an arc length of 152.76 feet, and a chord bearing N01°12'09"E, for 150.49 feet, to the point of tangent; thence N18°21'52"E, for 224.51 feet; thence N09°37'05"E, for 65.76 feet; thence N18°21'52"E, for 77.44 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 245.00 feet, a central angle of 30°16'54", an arc length of 129.49 feet, and a chord bearing N03°13'25"E, for 127.98 feet to the point of

tangent; thence N11°55'02"W, for 104.89 feet to a South corner according to said plat of RIVERWOOD ESTATES PHASE 1A; thence the following six (6) courses along said Southerly line according to the plat of RIVERWOOD ESTATES PHASE 1A; (1) thence N78°04'58"E, for 130.00 feet; (2) thence S11°55'02"E, for 38.75 feet; (3) thence N78°04'58"E, for 50.00 feet to the point of intersection with a non-tangent curve, concave Southeasterly; (4) thence Northeasterly along the arc of said curve, with a radial bearing of N78°04'58"E, having a radius of 20.00 feet, a central angle of 90°00'00", an arc length of 31.42 feet, and a chord bearing N33°04'58"E, for 28.28 feet, to the point of tangent; (5) thence N78°04'58"E, for 101.00 feet; (6) thence S11°55'02"E, for 86.14 feet to the point of curvature of a curve concave Westerly; thence Southerly along said Southerly line according to the plat of RIVERWOOD ESTATES PHASE 1A and the Southerly extension of said Southerly line according to the plat of RIVERWOOD ESTATES PHASE 1A, respectively, same being said curve, having a radius of 546.00 feet, a central angle of 30°16'54", an arc length of 288.57 feet, and a chord bearing S03°13'25"W, for 285.22 feet to the point of tangent; thence leaving said Southerly extension of the Southerly line according to the plat of RIVERWOOD ESTATES PHASE 1A, S18°21'52"W, for 275.91 feet; thence S16°18'03"W, for 40.43 feet; thence N89°42'49"E, for 288.85 feet; thence N01°08'55"E, for 291.71 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 854.00 feet, a central angle of 14°10'02", an arc length of 211.16 feet, and a chord bearing N05°56'06"W, for 210.63 feet to the point of tangent; thence N13°01'06"W, for 79.96 feet to a South corner according to said plat of RIVERWOOD ESTATES PHASE 1A; thence the following four (4) courses along said Southerly line according to said plat of RIVERWOOD ESTATES PHASE 1A; (1) thence continue N13°01'06"W, for 28.82 feet; (2) thence N76°58'54"E, for 121.00 feet; (3) thence N27°59'14"E, for 76.20 feet; (4) thence N76°58'54"E, for 130.00 feet to a South corner according to said plat of RIVERWOOD ESTATES PHASE 1A; thence leaving said Southerly line according to the plat of RIVERWOOD ESTATES PHASE 1A, S13°01'06"E, for 33.34 feet; thence S30°32'53"E, for 33.20 feet; thence S13°01'06"E, for 64.87 feet; thence S13°46'53"E, for 20.90 feet to the point of curvature of a curve concave Westerly; thence Southerly along the arc of said curve, having a radius of 1,165.38 feet, a central angle of 15°09'56", an arc length of 308.46 feet, and a chord bearing S06°11'55"E, for 307.56 feet to the point of tangent; thence S01°23'03"W, for 90.51 feet; thence S01°08'55"W, for 259.96 feet; thence S06°27'04"W, for 96.96 feet; thence S07°43'18"E, for 24.43 feet; thence S10°39'43"E, for 28.78 feet; thence S27°19'26"E, for 34.27 feet; thence S42°08'59"E, for 58.38 feet; thence N77°21'05"E, for 55.30 feet; thence S89°27'57"E, for 41.01 feet; thence N42°18'48"E, for 77.45 feet; thence N74°55'59"E, for 23.51 feet; thence S72°23'08"E, for 50.87 feet; thence N25°19'56"E, for 76.30 feet; thence N21°18'45"E, for 51.57 feet; thence N15°05'49"E, for 51.09 feet; thence S89°40'24"E, for 63.80 feet to the point of intersection with the East line of the Northeast 1/4 of said Southwest 1/4 of Section 34, same being the West line of TRACT 45, according to the plat of CRYSTAL COLONY FARMS, as recorded in Plat Book 2, Page 24, of the Public Records of Pasco County, Florida; thence S00°19'36"W, along said East line of the Northeast 1/4 of Southwest 1/4 of Section 34, same being said West line of TRACT 45, for 340.81 feet to the Southeast corner of said Northeast 1/4 of the Southwest 1/4 of Section 34, same being the Southwest corner of said TRACT 45; thence S89°42'49"W, along the South line of said Northeast 1/4 of the Southwest 1/4 of Section 34, for 1,338.34 feet to the Northeast corner of said Southwest 1/4 of the Southwest 1/4 of Section 34; thence S00°13'03"W, along the East line of said Southwest 1/4 of the Southwest 1/4 of Section 34, for 1,320.38 feet to the Southeast corner of said Southwest 1/4 of the Southwest 1/4 of Section 34; thence S89°56'45"W, along said South line of the Southwest 1/4 of the Southwest 1/4 of Section 34, for 1,166.96 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

COMMENCE at aforementioned REFERENCE POINT "A"; thence S45°26'34"E, for 287.64 feet to the POINT OF BEGINNING; thence N85°51'32"E, for 46.80 feet to the point of curvature of a curve concave Northerly; thence Easterly along the arc of said curve, having a radius of 435.44 feet, a central angle of 20°13'36", an arc length of 153.72 feet, and a chord bearing N75°44'44"E, for 152.92 feet to the point of tangent; thence N65°37'56"E, for 56.32 feet; thence S65°38'38"E, for 20.46 feet; thence S00°13'03"W, for 610.00 feet; thence S13°39'47"W, for 45.24 feet; thence S57°20'25"W, for 44.92 feet; thence S89°56'45"W, for 51.41 feet; thence S89°25'02"W, for 55.00 feet; thence S89°56'45"W, for 67.50 feet; thence N00°03'15"W, for 387.50 feet; thence N00°54'10"E, for 34.59 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 335.62 feet, a central angle of 31°14'11", an arc length of 182.98 feet, and a chord bearing N14°42'56"W, for 180.72 feet to the point of intersection with a non-tangent line; thence N12°08'12"E, for 26.76 feet to the POINT OF BEGINNING.

SY18:

A parcel of land being a portion of TRACTS 3, 4, 13, 14, 19, 20, and 29, according to the plat of CRYSTAL SPRINGS COLONY FARMS, as recorded in Plat Book 2, Page 24, of the Public Records of Pasco County, Florida, lying in Section 34, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of TRACT K, hereon known as REFERENCE POINT "A", same being a point on the Northerly line, both according to the plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida; thence the following eight (8) courses along said Northerly line, according to the plat of RIVERWOOD ESTATES PHASE 1A; (1) thence S64°54'20"W (being the basis of bearings for this legal description), for 120.43 feet; (2) thence S66°22'48"W, for 333.80 feet; (3) thence N23°37'12"W, for 120.61 feet; (4) thence N17°41'54"W, for 50.27 feet to the point of intersection with a non-tangent curve, concave Westerly; (5) thence Northerly along the arc of said curve, with a radial bearing of N23°37'12"W, having a radius of 20.00 feet, a central angle of 90°00'00", an arc length of 31.42 feet, and a chord bearing N21°22'48"E, for 28.28 feet, to the point of tangent; (6) thence N23°37'12"W, for 101.00 feet; (7) thence S66°22'48"W, for 128.88 feet; (8) thence N58°01'56"W, for 21.44 feet to a North corner, according to said plat of RIVERWOOD ESTATES PHASE 1A; thence leaving said Northerly line, according to said plat of RIVERWOOD ESTATES PHASE 1A, N23°37'12"W, for 110.33 feet; thence N10°58'02"E, for 96.26 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 196.00 feet, a central angle of 43°36'08", an arc length of 149.16 feet, and a chord bearing N32°46'06"E, for 145.58 feet to the point of intersection with a non-tangent line; thence N54°34'10"E, for 69.13 feet; thence N66°22'48"E, for 153.19 feet; thence N01°27'49"W, for 253.38 feet to the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 281.00 feet, a central angle of 11°31'37", an arc length of 56.53 feet, and a chord bearing N04°18'00"E, for 56.44 feet to the point of intersection with a non-tangent curve, concave Southerly; thence Westerly along the arc of said curve, with a radial bearing of S19°48'08"W, having a radius of 844.00 feet, a central angle of 04°45'06", an arc length of 69.99 feet, and a chord bearing N72°34'25"W, for 69.97 feet, to the point of tangent; thence N74°56'58"W, for 295.76 feet to the point of curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a



radius of 94.00 feet, a central angle of 69°52'39", an arc length of 114.64 feet, and a chord bearing S70°06'43"W, for 107.67 feet to the point of intersection with a non-tangent line; thence N48°43'12"W, for 131.31 feet to the point of intersection with a non-tangent curve, concave Southeasterly; thence Southwesterly along the arc of said curve, with a radial bearing of S51°16'02"E, having a radius of 225.00 feet, a central angle of 26°12'03", an arc length of 102.89 feet, and a chord bearing S25°37'56"W, for 102.00 feet, to the point of tangent; thence S12°31'55"W, for 90.70 feet; thence S77°28'05"E, for 121.00 feet; thence S12°31'55"W, for 137.70 feet to the point of curvature of a curve concave Westerly; thence Southerly along the arc of said curve, having a radius of 576.00 feet, a central angle of 07°09'25", an arc length of 71.95 feet, and a chord bearing S16°06'38"W, for 71.90 feet to the point of tangent; thence S19°41'20"W, for 107.80 feet to the point of intersection with a non-tangent curve, concave Northwesterly; thence Southwesterly along the arc of said curve, with a radial bearing of N59°42'40"W, having a radius of 586.00 feet, a central angle of 06°19'17", an arc length of 64.65 feet, and a chord bearing S33°26'59"W, for 64.62 feet, to the point of tangent; thence S36°36'37"W, for 78.47 feet to a North corner, according to said plat of RIVERWOOD ESTATES PHASE 1A; thence the following ten (10) courses along said Northerly line, according to the plat of RIVERWOOD ESTATES PHASE 1A; (1) thence N45°45'44"W, for 136.23 feet; (2) thence N36°47'22"W, for 50.70 feet; (3) thence N45°30'01"W, for 121.05 feet to the point of intersection with a non-tangent curve, concave Northwesterly; (4) thence Northeasterly along the arc of said curve, with a radial bearing of N47°28'10"W, having a radius of 284.00 feet, a central angle of 29°59'55", an arc length of 148.69 feet, and a chord bearing N27°31'52"E, for 147.00 feet, to the point of tangent; (5) thence N12°31'55"E, for 227.40 feet; (6) thence S77°28'05"E, for 121.00 feet; (7) thence N12°31'55"E, for 1.00 feet to the point of curvature of a curve concave Southeasterly; (8) thence Northeasterly along the arc of said curve, having a radius of 275.00 feet, a central angle of 35°35'24", an arc length of 170.82 feet, and a chord bearing N30°19'37"E, for 168.09 feet to the point of intersection with a non-tangent line; (9) thence N41°52'41"W, for 121.00 feet to the point of intersection with a non-tangent curve, concave Southeasterly; (10) thence Northeasterly along the arc of said curve, with a radial bearing of S41°52'41"E, having a radius of 396.00 feet, a central angle of 25°12'16", an arc length of 174.20 feet, and a chord bearing N60°43'26"E, for 172.80 feet, to a North corner, according to said plat of RIVERWOOD ESTATES PHASE 1A, same being the point of intersection with a non-tangent line; thence leaving said Northerly line, according to the plat of RIVERWOOD ESTATES PHASE 1A, S16°40'26"E, for 121.00 feet to the point of intersection with a non-tangent curve, concave Southerly; thence Easterly along the arc of said curve, with a radial bearing of S16°40'26"E, having a radius of 275.00 feet, a central angle of 31°43'28", an arc length of 152.27 feet, and a chord bearing N89°11'18"E, for 150.33 feet, to the point of tangent; thence S74°56'58"E, for 192.48 feet; thence N15°03'02"E, for 140.00 feet; thence S75°02'55"E, for 101.26 feet to the point of curvature of a curve concave Southerly; thence Easterly along the arc of said curve, having a radius of 1,165.18 feet, a central angle of 04°34'45", an arc length of 93.12 feet, and a chord bearing S72°45'32"E, for 93.10 feet to the point of intersection with a non-tangent line; thence S50°58'10"E, for 64.63 feet; thence S66°54'02"E, for 55.00 feet; thence S67°07'02"E, for 110.00 feet; thence S87°06'01"E, for 58.52 feet; thence S67°07'02"E, for 55.00 feet; thence N84°56'34"E, for 62.26 feet; thence S69°48'45"E, for 55.06 feet; thence S22°52'58"W, for 10.06 feet to the point of intersection with a non-tangent curve, concave Southwesterly; thence Southeasterly along the arc of said curve, with a radial bearing of S21°34'42"W, having a radius of 181.28 feet, a central angle of 74°22'20", an arc length of 235.32 feet, and a chord bearing S31°14'08"E, for 219.14 feet, to the point of intersection with a non-tangent line; thence S06°34'29"W, for 55.55 feet; thence S27°59'47"W, for 63.17 feet; thence S01°27'49"E, for 180.01 feet to the point of curvature of a curve concave Westerly; thence Southerly along the arc of said curve, having a radius of 556.00 feet, a central angle of 13°33'35", an arc length of 131.58 feet, and a chord bearing

S05°18'59"W, for 131.28 feet to the point of tangent; thence S12°05'46"W, for 22.06 feet; thence S53°10'49"E, for 161.79 feet to the point of intersection with a non-tangent curve, concave Southerly; thence Easterly along the arc of said curve, with a radial bearing of S28°53'33"E, having a radius of 120.00 feet, a central angle of 14°20'00", an arc length of 30.02 feet, and a chord bearing N68°16'27"E, for 29.94 feet, to the point of tangent; thence N75°26'27"E, for 126.85 feet; thence N14°33'33"W, for 121.00 feet; thence N75°26'27"E, for 6.06 feet to the point of curvature of a curve concave Northwesterly; thence Northeasterly along the arc of said curve, having a radius of 154.00 feet, a central angle of 49°43'30", an arc length of 133.65 feet, and a chord bearing N50°34'42"E, for 129.50 feet to the point of tangent; thence N25°42'57"E, for 73.66 feet to the point of curvature of a curve concave Southerly; thence Easterly along the arc of said curve, having a radius of 496.00 feet, a central angle of 90°05'30", an arc length of 779.91 feet, and a chord bearing N70°45'42"E, for 702.01 feet to the point of intersection with a non-tangent line; thence N38°33'59"E, for 69.69 feet; thence N00°05'56"E, for 165.40 feet; thence S38°33'41"W, for 95.82 feet; thence S58°58'18"W, for 51.12 feet to the point of curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 301.09 feet, a central angle of 31°45'42", an arc length of 166.91 feet, and a chord bearing S74°51'09"W, for 164.78 feet to the point of intersection with a non-tangent line; thence N89°54'41"W, for 271.24 feet to the point of intersection with a non-tangent curve, concave Northerly; thence Westerly along the arc of said curve, with a radial bearing of N00°04'23"E, having a radius of 346.00 feet, a central angle of 30°42'11", an arc length of 185.41 feet, and a chord bearing N74°34'32"W, for 183.20 feet, to the point of tangent; thence N59°13'26"W, for 83.79 feet to the point of intersection with a non-tangent curve, concave Northeasterly; thence Northwesterly along the arc of said curve, with a radial bearing of N44°23'18"E, having a radius of 356.00 feet, a central angle of 32°36'36", an arc length of 202.62 feet, and a chord bearing N29°18'24"W, for 199.89 feet, to the point of tangent; thence N13°00'06"W, for 244.32 feet to the point of intersection with a non-tangent curve, concave Southwesterly; thence Northwesterly along the arc of said curve, with a radial bearing of S77°00'14"W, having a radius of 93.99 feet, a central angle of 73°28'59", an arc length of 120.54 feet, and a chord bearing N49°44'15"W, for 112.45 feet, to the point of intersection with a non-tangent line; thence N86°28'23"W, for 13.81 feet; thence S85°59'06"W, for 233.75 feet to the point of intersection with a non-tangent curve, concave Northerly; thence Westerly along the arc of said curve, with a radial bearing of N04°00'53"W, having a radius of 655.00 feet, a central angle of 27°22'37", an arc length of 312.97 feet, and a chord bearing N80°19'35"W, for 310.00 feet, to the point of intersection with a non-tangent line; thence N66°41'02"W, for 164.69 feet; thence N72°27'46"W, for 61.38 feet; thence N14°04'09"E, for 130.04 feet to the point of intersection with a non-tangent curve, concave Southerly; thence Westerly along the arc of said curve, with a radial bearing of S12°51'46"W, having a radius of 475.00 feet, a central angle of 13°28'32", an arc length of 111.72 feet, and a chord bearing N83°52'30"W, for 111.46 feet to the point of tangent; thence S89°23'14"W, for 309.02 feet to the point of curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 275.00 feet, a central angle of 36°43'45", an arc length of 176.29 feet, and a chord bearing S71°01'22"W, for 173.28 feet to the point of tangent; thence S52°39'29"W, for 81.37 feet to a North corner, according to said plat of RIVERWOOD ESTATES PHASE 1A; thence N37°20'31"W, along said Northerly line, according to the plat of RIVERWOOD ESTATES PHASE 1A, for 50.00 feet to a North corner, according to said plat of RIVERWOOD ESTATES PHASE 1A; thence leaving said Northerly line, according to the plat of RIVERWOOD ESTATES PHASE 1A, N52°39'29"E, for 81.37 feet to the point of curvature of a curve concave Southerly; thence Easterly along the arc of said curve, having a radius of 325.00 feet, a central angle of 36°43'45", an arc length of 208.34 feet, and a chord bearing N71°01'22"E, for 204.79 feet to the point of tangent, same being the point of intersection with a line lying 166.10 feet South of and parallel

with the North line of the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 26 South, Range 21 East, Pasco County, Florida; thence N89°23'14"E, along said line lying 166.10 feet South of and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of Section 34, for 718.46 feet to the point of intersection with a non-tangent curve, concave Northerly; thence leaving said line lying 166.10 feet South of and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of Section 34, Easterly along the arc of said curve, with a radial bearing of N23°15'54"E, having a radius of 354.00 feet, a central angle of 27°16'47", an arc length of 168.55 feet, and a chord bearing S80°22'30"E, for 166.96 feet, to the point of tangent; thence N85°59'06"E, for 235.11 feet to the point of curvature of a curve concave Southerly; thence Easterly along the arc of said curve, having a radius of 396.00 feet, a central angle of 20°09'32", an arc length of 139.33 feet, and a chord bearing S83°56'07"E, for 138.61 feet to the point of tangent; thence S73°51'21"E, for 119.15 feet a point, hereon known as REFERENCE POINT "B"; thence N50°55'15"E, for 106.32 feet to the point of intersection with a line lying 166.10 feet South of and parallel with the North line of the Northeast 1/4 of said Section 34; thence N89°23'54"E, along said line lying 166.10 feet South of and parallel with the North line of the Northeast 1/4 of Section 34, for 1,021.10 feet to the point of intersection with the East line of TRACT 3, according to the plat of CRYSTAL SPRINGS COLONY FARMS, as recorded in Plat Book 2, Page 24, of the Public Records of Pasco County, Florida; thence S00°05'56"W, along said East line of TRACT 3, the East line of TRACT 14, and the East line of TRACT 19, both according to said plat of CRYSTAL SPRINGS COLONY FARMS, respectively, for 1,827.07 feet to the Southeast corner of said TRACT 19; thence S89°35'44"W, along the South line of said TRACT 19, for 212.64 feet; thence leaving said South line of TRACT 19, N00°34'15"W, for 15.00 feet; thence N77°46'06"W, for 15.46 feet to the point of curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve, having a radius of 181.00 feet, a central angle of 77°50'29", an arc length of 245.90 feet, and a chord bearing N38°50'51"W, for 227.42 feet to the point of tangent; thence N00°04'23"E, for 47.73 feet; thence N11°17'04"E, for 56.07 feet; thence N39°54'05"E, for 76.33 feet; thence N00°04'23"E, for 71.21 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 44.00 feet, a central angle of 51°30'24", an arc length of 39.55 feet, and a chord bearing N25°40'49"W, for 38.24 feet to the point of tangent; thence N51°26'01"W, for 140.51 feet to the point of curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 194.00 feet, a central angle of 102°51'02", an arc length of 348.25 feet, and a chord bearing S77°08'28"W, for 303.34 feet to the point of tangent; thence S25°42'57"W, for 73.66 feet to the point of curvature of a curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 456.00 feet, a central angle of 34°49'16", an arc length of 277.13 feet, and a chord bearing S43°07'35"W, for 272.88 feet to the point of intersection with a non-tangent line; thence S26°19'14"E, for 235.42 feet to the point of curvature of a curve concave Southwesterly; thence Southeasterly along the arc of said curve, having a radius of 525.00 feet, a central angle of 06°03'57", an arc length of 55.58 feet, and a chord bearing S23°17'15"E, for 55.56 feet to the point of intersection with a non-tangent line; thence N69°44'44"E, for 120.32 feet to the point of intersection with a non-tangent curve, concave Westerly; thence Southerly along the arc of said curve, with a radial bearing of S69°44'44"W, having a radius of 645.32 feet, a central angle of 11°33'31", an arc length of 130.18 feet, and a chord bearing S14°28'31"E, for 129.96 feet, to the point of intersection with a non-tangent line; thence S89°47'14"E, for 17.47 feet to the point of intersection with the East line of TRACT 29, according to said plat of CRYSTAL SPRINGS COLONY FARMS; thence S00°12'46"W, along said East line of TRACT 29, for 476.54 feet; thence leaving said East line of TRACT 29, N89°43'10"W, for 584.09 feet to the point of intersection with a non-tangent curve, concave Northeasterly; thence Northwesterly along the arc of said curve, with a radial bearing of N16°31'39"E, having a radius of 270.81 feet, a central angle of

73°57'03", an arc length of 349.54 feet, and a chord bearing N36°29'50"W, for 325.77 feet, to the point of tangent; thence N00°28'41"E, for 20.07 feet; thence N01°25'24"W, for 229.75 feet; thence N05°47'27"W, for 67.45 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 20.00 feet, a central angle of 18°30'01", an arc length of 6.46 feet, and a chord bearing N15°02'27"W, for 6.43 feet to the point of tangent; thence N24°17'28"W, for 15.34 feet; thence N44°16'00"W, for 51.18 feet; thence N53°10'49"W, for 108.83 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A parcel of land being a portion of TRACTS 20 and 29, according to the plat of CRYSTAL SPRINGS COLONY FARMS, as recorded in Plat Book 2, Page 24, of the Public Records of Pasco County, Florida, lying in Section 34, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at aforementioned REFERENCE POINT "A", same being the Northeast corner of TRACT K, according to the plat of RIVERWOOD ESTATES PHASE 1A, as recorded in Plat Book 64, Page 123, of the Public Records of Pasco County, Florida; thence N77°01'30"E, for 269.51 feet to the POINT OF BEGINNING; thence N36°49'11"E, for 102.30 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 70.00 feet, a central angle of 38°37'16", an arc length of 47.18 feet, and a chord bearing N56°07'49"E, for 46.30 feet to the point of tangent; thence N75°26'27"E, for 132.91 feet to the point of curvature of a curve concave Northerly; thence Easterly along the arc of said curve, having a radius of 325.00 feet, a central angle of 04°16'00", an arc length of 24.20 feet, and a chord bearing N73°18'27"E, for 24.20 feet to the point of reverse curvature of a curve concave Southerly; thence Easterly along the arc of said curve, having a radius of 20.00 feet, a central angle of 82°30'19", an arc length of 28.80 feet, and a chord bearing S67°34'23"E, for 26.38 feet, to the point of tangent; thence S26°19'14"E, for 306.88 feet; thence S63°40'46"W, for 120.44 feet; thence S26°19'14"E, for 41.80 feet to the point of curvature of a curve concave Westerly; thence Southerly along the arc of said curve, having a radius of 354.56 feet, a central angle of 26°31'59", an arc length of 164.19 feet, and a chord bearing S13°03'14"E, for 162.73 feet to the point of tangent; thence S00°12'46"W, for 86.25 feet; thence N89°43'10"W, for 164.54 feet; thence N23°01'41"W, for 37.68 feet; thence N01°25'24"W, for 275.00 feet; thence S88°34'36"W, for 128.83 feet to the point of intersection with a non-tangent curve, concave Southwesterly; thence Northwesterly along the arc of said curve, with a radial bearing of S75°11'38"W, having a radius of 325.00 feet, a central angle of 23°54'23", an arc length of 135.60 feet, and a chord bearing N26°45'33"W, for 134.62 feet to the point of reverse curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 20.00 feet, a central angle of 79°59'02", an arc length of 27.92 feet, and a chord bearing N01°16'46"E, for 25.71 feet, to the point of reverse curvature of a curve concave Northwesterly; thence Northeasterly along the arc of said curve, having a radius of 325.00 feet, a central angle of 04°27'06", an arc length of 25.25 feet, and a chord bearing N39°02'44"E, for 25.24 feet, to the point of to the POINT OF BEGINNING.

LESS AND EXCEPT:

A parcel of land being a portion of TRACTS 3, 4, 13, and 14, according to the plat of CRYSTAL SPRINGS COLONY FARMS, as recorded in Plat Book 2, Page 24, of the Public Records of Pasco County, Florida,

lying in Section 34, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at aforementioned REFERENCE POINT "B"; thence S32°36'54"E, for 297.98 feet to the POINT OF BEGINNING; thence N50°55'15"E, for 165.83 feet to the point of intersection with a non-tangent curve, concave Northeasterly; thence Southeasterly along the arc of said curve, with a radial bearing of N41°25'18"E, having a radius of 297.00 feet, a central angle of 22°09'13", an arc length of 114.84 feet, and a chord bearing S59°39'18"E, for 114.12 feet, to the point of tangent; thence S70°43'55"E, for 46.14 feet; thence N89°23'54"E, for 372.77 feet; thence S38°33'59"W, for 392.94 feet; thence S70°14'57"W, for 43.61 feet; thence N89°55'37"W, for 260.00 feet; thence N45°24'11"W, for 57.09 feet; thence N13°00'06"W, for 246.19 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 396.00 feet, a central angle of 00°54'29", an arc length of 6.28 feet, and a chord bearing N13°27'20"W, for 6.28 feet to the POINT OF BEGINNING

## **Tab 2**

**RESOLUTION NO. 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING AMENDING THAT CERTAIN MASTER TRUST INDENTURE AND THAT CERTAIN FIRST SUPPLEMENTAL TRUST INDENTURE BOTH DATED AS OF NOVEMBER 1, 2006 (COLLECTIVELY, THE “PRIOR INDENTURES”) BY AND BETWEEN THE DISTRICT AND COMPUTERSHARE TRUST COMPANY, N.A., AS SUCCESSOR TRUSTEE (THE “TRUSTEE”), SECURING THE DISTRICT’S SPECIAL ASSESSMENT BONDS, SERIES 2006A (THE “2006A BONDS”), WHICH AMENDMENT TO THE PRIOR INDENTURES WILL INCLUDE, BUT NOT BE LIMITED TO, THE ELIMINATION OF THE SERIES 2006A DEBT SERVICE RESERVE ACCOUNT AND THE DELETION OF CERTAIN RELATED DEFINITIONS; RECEIVING THE CONSENT THERETO BY THE OWNERS OF THE 2006A BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A REPLACEMENT CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE MATTERS AUTHORIZED BY THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Riverwood Estates Community Development District (the “Issuer”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), by Ordinance No. 06-01 of the Board of County Commissioners of Pasco County, Florida, enacted on February 14, 2006; and

**WHEREAS**, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

**WHEREAS**, the premises governed by the Issuer are described more fully in Exhibit “A” to the Master Trust Indenture, dated as of November 1, 2006 (the “Master Indenture”) by and between the Issuer and Computershare Trust Company, N.A., as successor trustee (the “Trustee”), as successor to substantially all of the corporate trust business of Wells Fargo Bank, National Association, previously serving as trustee, and is herein referred to as the “District Lands” and consist of approximately 516.39 acres of land located entirely within the unincorporated area of Pasco County, Florida (the “County”); and

**WHEREAS**, the Issuer has previously determined to undertake, in one or more stages, the design, acquisition and/or construction and certain ongoing operations and maintenance costs of certain public infrastructure improvements consisting of surface water management and control systems and acquisition of lands relating thereto; landscaping within public rights-of way; water distribution and wastewater collection and transmission facilities; roadway improvements; and related incidental costs, pursuant to the Act (the “Series 2006 Project”); and

**WHEREAS**, pursuant to the Master Trust Indenture and that certain First Supplemental Trust Indenture, dated as of November 1, 2006 by and between the Issuer and the Trustee (the “First Supplemental Indenture” and, together with the Master Trust Indenture, the “Prior Indenture”), the Issuer previously issued its \$14,225,000 aggregate principal amount of Riverwood

Estates Community Development District Special Assessment Bonds, Series 2006A (the “Series 2006A Bonds”) and its \$8,775,000 aggregate principal amount of Riverwood Estates Community Development District Special Assessment Bonds, Series 2006B (the “Series 2006B Bonds” and together with the Series 2006A Bonds, the “Series 2006 Bonds”); and

**WHEREAS**, the proceeds of the Series 2006A Bonds were used to provide funds for (i) the payment of a portion of the Costs of the Series 2006 Project, (ii) the payment of interest on the Series 2006A Bonds through at least November 1, 2007 (iii) the funding of the Series 2006A Debt Service Reserve Account, and (iv) payment of a portion of the costs of issuance of the Series 2006 Bonds; and

**WHEREAS**, the proceeds of the Series 2006B Bonds were used to provide funds for (i) the payment of a portion of the Costs of the Series 2006 Project, (ii) the payment of interest on the Series 2006B Bonds through at least November 1, 2008 (iii) the funding of the Series 2006B Debt Service Reserve Account, and (iv) payment of a portion of the costs of issuance of the Series 2006 Bonds; and

**WHEREAS**, the Series 2006A Bonds are secured by a pledge of Series 2006 Pledged Revenues (as defined in the First Supplemental Indenture); and

**WHEREAS**, any capitalized term used in these recitals and not otherwise defined shall have the meaning ascribed to such term in the herein defined First Supplemental Indenture or the Master Indenture, as applicable; and

**WHEREAS**, at the time the Series 2006 Bonds were issued, the sole owner of the District Lands and the developer was Riverwood, LLC, a Florida limited liability company (the “Original Owner”); and

**WHEREAS**, subsequent to the issuance of the Series 2006 Bonds, the Original Owner failed to pay the Series 2006 Special Assessments which were levied on the assessable lands within the District to pay debt service on the Series 2006 Bonds resulting in an event of default with respect to the Series 2006 Bonds under the Prior Indenture; and

**WHEREAS**, the Original Owner filed for bankruptcy and through such proceeding the lands were acquired by an unrelated entity (the “Prior Owner”); and

**WHEREAS**, the lands within the District are now owned by Jen Tampa 10, LLC, a Florida limited liability company (the “Current Owner”) and the developer within the District is now Pulte Homes Company, LLC, a Michigan limited liability company (the “Current Developer”); and

**WHEREAS**, the Series 2006B Bonds are no longer Outstanding and debt service on the Series 2006A Bonds has been made current; and

**WHEREAS**, it is understood that the First Amendment to Master Trust Indenture and First Supplemental Indenture (the “Amendment”) (the form of which is attached hereto as Exhibit “B”) and the Continuing Disclosure Agreement (the form of which is attached hereto as Exhibit “C”) will only become effective upon (i) the Issuer’s and the Trustee’s execution of the Amendment, (ii) the receipt by the Issuer and the Trustee of the consent, the form of which is attached to the



Amendment and is attached hereto as Exhibit “A” (the “Consent”), and (iii) the delivery by Bond Counsel to the Issuer of its opinion to the effect that the changes to the Prior Indenture reflected in the Amendment will not adversely affect the tax status of the Series 2006A Bonds and such amendments are authorized and permitted.

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

**Section 1. Bondholder’s Consent.** Pursuant to the provisions of the Prior Indenture, the Consent of the current owners of the Outstanding 2006A Bonds (the “Current Bond Owners”) is required in connection with the Amendment. The Current Bond Owners’ consent to such change described in the Amendment shall be evidenced by the execution of the Consent substantially in the form attached hereto as Exhibit “A.”

**Section 2. Authorization of Execution and Delivery of the Amendment).** The Board hereby authorizes and approves the execution by the Chairperson, or in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board, and the delivery of the Amendment by and between the Issuer and the Trustee in substantially the form thereof attached hereto and marked Exhibit “B,” and such Amendment is hereby approved, with such changes therein as shall be approved by the Chairperson (or in the absence of the Chairperson, the Vice Chairperson or any other member of the Board in the absence of the Vice Chairperson) executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the Issuer’s approval of any changes therein from the form of the Amendment attached as Exhibit B.

**Section 3. Authorization of Execution and Delivery of the Continuing Disclosure Agreement.** The Board hereby authorizes and approves the execution of the replacement Continuing Disclosure Agreement required to be executed by the Current Developer, the dissemination agent named therein and by the Issuer, by the Chairperson, or in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board, and the delivery of the replacement Continuing Disclosure Agreement in substantially the form thereof attached hereto and marked Exhibit “C,” and such replacement Continuing Disclosure Agreement is hereby deemed necessary and approved, with such changes therein as shall be approved by the Chairperson (or in the absence of the Chairperson, the Vice Chairperson or any other member of the Board in the absence of the Vice Chairperson) executing or approving the same, with such execution or approval to constitute conclusive evidence of such officer’s approval and the Issuer’s approval of any changes therein from the form of replacement Continuing Disclosure Agreement attached hereto as Exhibit C.

**Section 4. Designation of Attesting Members.** Each Assistant Secretary of the Board and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson or any other member of the Board as they appear on the Indenture Amendments and any other documents which may be necessary or helpful in connection with the intent of this resolution.

**Section 5. Authorization and Ratification of Prior and Subsequent Acts.** The members of the Board, the officers of the Issuer and the agents and employees of the Issuer are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any other documents as may be

necessary to carry out and comply with the provisions of this resolution, the Amendment and Continuing Disclosure Agreement and all of the acts and doings of such members of the Board, the officers of the Issuer and the agents and employees of the Issuer which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved including, but not limited to, the execution and delivery of that certain Agreement concerning the 2006 Bonds and 2006 Assessments dated as of November 1, 2023 by and among the Issuer, the Trustee, the Current Owner, the Current Developer, the Prior Owner and the Current Bond Owners.

**Section 6. Severability.** If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 7. Effective Date.** This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

**PASSED** in Public Session of the Board of Supervisors of the Riverwood Estates Community Development District, this 17<sup>th</sup> day of November, 2023.

**THE RIVERWOOD ESTATES  
COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairperson, Board of Supervisors

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Assistant Secretary

Board of Supervisors

**EXHIBIT "B"**

**FORM OF FIRST AMENDMENT TO MASTER TRUST INDENTURE AND  
FIRST SUPPLEMENTAL TRUST INDENTURE**

FIRST AMENDMENT TO MASTER TRUST INDENTURE AND  
FIRST SUPPLEMENTAL TRUST INDENTURE

Between

RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT,  
as the District

and

COMPUTERSHARE TRUST COMPANY, N.A.,  
as successor Trustee

Dated as of  
November 1, 2023

relating to

RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2006A

**FIRST AMENDMENT TO MASTER TRUST INDENTURE AND  
FIRST SUPPLEMENTAL TRUST INDENTURE**

**THIS FIRST AMENDMENT TO MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE** (herein, the “**Amendment**”) dated as of November 1, 2023, by and between the **RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (together with its permitted successors and assigns, the “**District**” or “**Issuer**”), and **COMPUTERSHARE TRUST COMPANY, N.A.**, a national banking association duly organized and existing under the laws of the United States and having corporate trust offices in St. Paul, Minnesota (together with its permitted successors and assigns, as successor trustee (the “**Trustee**”), and consented to by the Current Bond Owners (as hereinafter defined) of the Bonds (as defined below).

**W I T N E S S E T H :**

**WHEREAS**, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), by Ordinance No. 06-01 of the Board of County Commissioners of Pasco County, Florida, enacted on February 14, 2006; and

**WHEREAS**, the premises governed by the Issuer are described more fully in Exhibit A to the Master Trust Indenture, dated as of November 1, 2006 by and between the Issuer and the Trustee (the “**Master Indenture**”), and is herein referred to as the “**District Lands**” and consist of approximately 516.39 acres of land located entirely within the unincorporated area of Pasco County, Florida (the “**County**”); and

**WHEREAS**, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

**WHEREAS**, the Issuer has previously determined to undertake, in one or more stages, the design, acquisition and/or construction of certain public infrastructure improvements consisting of surface water management and control systems and acquisition of lands relating thereto; landscaping within public rights-of way; water distribution and wastewater collection and transmission facilities; roadway improvements; and related incidental costs, pursuant to the Act (the “**2006 Project**”); and

**WHEREAS**, pursuant to the Master Indenture and that certain First Supplemental Trust Indenture dated as of November 1, 2006 by and between the Issuer and the Trustee (the “**First Supplemental Indenture**” and, together with the Master Indenture, the “**Prior Indenture**”), the Issuer previously issued its \$14,225,000 aggregate principal amount of Riverwood Estates Community Development District Special Assessment Bonds, Series 2006A (the “**Series 2006A Bonds**”) and its \$8,775,000 aggregate principal amount of Riverwood Estates Community Development District Special Assessment Bonds, Series 2006B (the “**Series 2006B Bonds**” and together with the Series 2006A Bonds, the “**Series 2006 Bonds**”); and

**WHEREAS**, the proceeds of the Series 2006A Bonds were used to provide funds for (i) the payment of a portion of the Costs of the Series 2006 Project, (ii) the payment of interest on the

Series 2006A Bonds through at least November 1, 2007 (iii) the funding of the Series 2006A Debt Service Reserve Account, and (iv) payment of a portion of the costs of issuance of the Series 2006 Bonds; and

**WHEREAS**, the proceeds of the Series 2006B Bonds were used to provide funds for (i) the payment of a portion of the Costs of the Series 2006 Project, (ii) the payment of interest on the Series 2006B Bonds through at least November 1, 2008 (iii) the funding of the Series 2006B Debt Service Reserve Account, and (iv) payment of a portion of the costs of issuance of the Series 2006 Bonds; and

**WHEREAS**, the Series 2006 Bonds are secured by a pledge of Series 2006 Pledged Revenues (as such term is defined in the Prior Indenture); and

**WHEREAS**, any capitalized term used in these recitals and not otherwise defined shall have the meaning ascribed in the Prior Indenture; and

**WHEREAS**, at the time the Series 2006 Bonds were issued, the sole owner of the District Lands and the developer was Riverwood, LLC, a Florida limited liability company (the “Prior Owner”); and

**WHEREAS**, subsequent to the issuance of the Series 2006 Bonds, the Prior Owner failed to pay the Series 2006 Special Assessments which were levied on the assessable lands within the District to pay debt service on the Series 2006 Bonds resulting in an Event of Default with respect to the Series 2006 Bonds under the Prior Indenture; and

**WHEREAS**, the Prior Owner filed for bankruptcy and through such proceeding the lands were acquired by an unrelated entity (the “Current Owner”); and

**WHEREAS**, in addition, the Series 2006A Bonds are now owned by one or more entities unrelated to the Prior Owner (the “Current Bond Owners”); and

**WHEREAS**, the Trustee has replaced the prior trustee under the Prior Indenture; and

**WHEREAS**, Jen Tampa 10, LLC, a Florida limited liability company (together with its successors and assigns, the “Current Landowner”) is the current owner of the assessable lands within the District; and

**WHEREAS**, the Series 2006B Bonds are no longer Outstanding; and

**WHEREAS**, Pulte Home Company, LLC, a Michigan limited liability company, is now the developer of the lands within the District (the “Current Developer”); and

**WHEREAS**, the Current Developer and Current Bond Owners have asked the Board to authorize certain amendments to the Indenture regarding certain definitions that are no longer applicable as further described herein (the “Indenture Amendments”); and

**WHEREAS**, in light of the proposed Indenture Amendments, it is understood that pursuant to the terms of the Prior Indenture, the Current Bond Owners, as the beneficial owners of 100% of

the Outstanding Series 2006A Bonds, must consent to the Indenture Amendments before they become effective; and

**WHEREAS**, by virtue of the execution of the consents to this Amendment by the Current Bond Owners, such party will have consented to the Indenture Amendments as contemplated by this Amendment and such consent shall constitute direction for the Trustee to join in the execution and delivery of this Amendment; and

**WHEREAS**, the District and the Trustee now desire to amend the Prior Indenture and the Current Bond Owners hereby approve and consent to such Indenture Amendments in the manner hereinafter provided.

**NOW THEREFORE**, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Trustee hereby agree as follows:

**Section 1: Definitions.** Any capitalized term used in this Amendment and not otherwise defined herein shall have the meaning ascribed to such term in the Prior Indenture.

**Section 2: Application.** This Amendment shall amend certain provisions of the Master Indenture, the First Supplemental Indenture, and the Series 2006A Bonds without the necessity of amending each such instruments separately. To the extent any provision in the Master Indenture or First Supplemental Indenture or the Series 2006A Bonds is addressed in this Amendment, the provisions in this Amendment relating thereto shall govern.

**Section 3: Incorporation.** All statements set forth in the recitals stated above are true and correct and are incorporated into this Amendment and such statements form the basis for the Trustee to join in the execution and delivery of this Amendment with the District and for the Current Bond Owners to approve and consent to the amendments herein contemplated.

**Section 4: Amendments to First Supplemental Trust Indenture.**

(a) The following definitions set forth in Article I of the First Supplemental Indenture shall be deleted and shall no longer have any application on and after the effective date of this Amendment:

- (i) Deferred Obligations;
- (ii) Initial Series 2006A Reserve Account Percentage;
- (iii) Initial Series 2006B Reserve Account Percentage;
- (iv) Series 2006B Bonds;
- (v) Series 2006B Capitalized Interest Subaccount;
- (vi) Series 2006B Debt Service Reserve Account;

- (vii) Series 2006B General Subaccount;
- (viii) Series 2006B Interest Subaccount;
- (ix) Series 2006B Prepayment Principal;
- (x) Series 2006B Prepayment Subaccount;
- (xi) Series 2006A Principal Account;
- (xii) Series 2006B Reserve Subaccount;
- (xiii) Series 2006B Special Assessments;
- (xiv) Series 2006 Debt Service Reserve Requirement or Debt Service Reserve Requirements;
- (xv) Substantial Absorption; and
- (xvi) Investment Grade Rating.

(b) Section 4.01(f)(i) of the First Supplemental Trust Indenture is hereby deleted and shall have no force and effect after the effective date of this Amendment. The Trustee shall transfer any moneys on deposit in the Series 2006A Debt Service Reserve Account to the Series 2006A Interest Subaccount.

(c) The following sentence shall be added to the end of Section 5.03 of the First Supplemental Trust Indenture:

The Issuer may issue additional bonds secured by Special Assessments levied on the undeveloped lands within the District in a principal amount of not exceeding \$9,500,000. Any amount greater than \$9,500,000 will require the written consent of the Current Bond Owners.

**Section 5:** **Applicability Remaining Provisions.** Except as expressly modified as stated above, all provisions of the Prior Indenture shall remain unaffected and in full force and effect.

**Section 6:** **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**Section 7:** **No Personal Liability or Accountability.** No covenant or agreement contained in this Amendment shall be deemed to be the covenant or agreement of any present, past or future member, agent or employee of the District or the Trustee, in his or her individual capacity, and neither the members of the District or the Trustee, nor any official, agent or employee of the District or the Trustee, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of this Amendment.



**Section 8:** **Binding Effect** This Amendment shall inure to the benefit of, and shall be binding upon, the District, the Trustee, and the owners of the Series 2006A Bonds and their respective successors and assigns.

**Section 9:** **Severability**. If any provisions of this Amendment shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

**Section 10:** **Effective Date**. This Amendment shall become effective upon (i) the execution by the District and the Trustee and the receipt by the Trustee of the written consent (in substantially the form attached hereto) approving this Amendment signed by the Current Bond Owners, as required by Section 13.02 of the Master Indenture; and (ii) Bond Counsel delivers an opinion to the Trustee and the District to the effect that this Amendment will not, in and of itself, adversely affect the tax status of the Series 2006A Bonds, that the Amendment is permitted and has been authorized by the Issuer, and all things necessary to make the Amendment a valid and binding agreement has been done.



STATE OF FLORIDA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, Assistant Secretary of the Board of Supervisors of Riverwood Estates Community Development District, who acknowledged that he/she did sign the foregoing instrument as such officer, for and on behalf of Riverwood Estates Community Development District; that the same is his/her free act and deed as such officer, and the free act and deed of Riverwood Estates Community Development District; and that the seal affixed to said instrument is the seal of Riverwood Estates Community Development District. He/She is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_  
My commission expires \_\_\_\_\_

[Signatures continued on following page.]



**EXHIBIT "A"**

**FORM OF CONSENT**

**FIRST AMENDMENT TO MASTER TRUST INDENTURE AND  
FIRST SUPPLEMENTAL TRUST INDENTURE**  
(herein, the “**Amendment**”)  
(Riverwood Estates Community Development District)

**Record Date: November 1, 2023**

**ACKNOWLEDGED AND CONSENTED TO:**

The undersigned hereby represents and certifies as of the Record Date stated above that she is duly authorized and has full power to execute this Acknowledgment and Consent on behalf of the entities named below. By execution of this Acknowledgment and Consent, Computershare Trust Company, N.A., as successor Trustee, is hereby directed to enter into the Amendment.

Series 2006A Bonds currently beneficially owned by the below named entities in the following principal amounts.

<u>Beneficial Owner</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Coupon Rate</u>	<u>CUSIP Number</u>
Amberglen Development, LLC	May 1, 2037		5.635%	76951C AA0
Bearsfield Development, LLC	May 1, 2037		5.635%	76951C AA0

**RIVERWOOD ESTATES BENEFICIAL OWNERS:**

**AMBERGLEN DEVELOPMENT, INC.,** a  
Florida corporation

By: \_\_\_\_\_  
Name: Patricia O. Buck  
Title: President

**BEARFIELD DEVELOPMENT, INC.,** a  
Florida corporation

By: \_\_\_\_\_  
Name: Patricia O. Buck  
Title: President

**EXHIBIT “C”**

**FORM OF CONTINUING DISCLOSURE AGREEMENT,**

691189814v7

## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) dated as of November 1, 2023 is executed and delivered by the Riverwood Estates Community Development District (the “Issuer” or the “District”), Pulte Home Company, LLC, a Michigan limited liability company (the “Developer”), and Rizzetta & Company, Incorporated, a Florida corporation, as dissemination agent (the “Dissemination Agent”) in connection with the Issuer’s Special Assessment Bonds, Series 2006A (the “Bonds”). The Bonds are secured pursuant to a Master Trust Indenture dated as of November 1, 2006 (the “Master Indenture”) and a First Supplemental Trust Indenture dated as of November 1, 2006 (the “First Supplemental Indenture”) and a First Amendment to Master Trust Indenture and First Supplemental Trust Indenture dated as of November 1, 2023 (the “Amendment” and, together with the Master Indenture and the First Supplemental Indenture, the “Indenture”), each entered into by and between the Issuer and Computershare Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in St. Paul, Minnesota, as successor trustee (the “Trustee”). This Disclosure Agreement replaces in full that certain Continuing Disclosure Agreement dated as of November 1, 2006 relating to the Bonds. The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Developer and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

“Annual Filing Date” means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.



“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessment Area” shall mean that portion of the District lands subject to the Assessments.

“Assessments” shall mean the non-ad valorem Series 2006 Special Assessments pledged to the payment of the Bonds pursuant to the Indenture.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Audited Financial Statements Filing Date” means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

“Beneficial Owner” shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Bond Year” means the annual period beginning on the second day of November of each year and ending on the first day of November of the following year.

“Business Day” means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

“Disclosure Representative” shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

“Dissemination Agent” shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Rizzetta & Company, Incorporated has been designated as the initial Dissemination Agent hereunder.

“District Manager” shall mean Rizzetta & Company, Incorporated, and its successors and assigns.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

“EMMA Compliant Format” shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

“Financial Obligation” means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

“Limited Offering Memorandum” shall mean that Limited Offering Memorandum dated November 30, 2006, prepared in connection with the issuance of the Bonds.

“Listed Events” shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board.

“Obligated Person(s)” shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Developer for so long as such Developer or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are responsible for payment of at least 20% of the Assessments.

“Participating Underwriter” shall mean FMSbonds, Inc.

“Quarterly Filing Date” shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be May 1, 2024.

“Quarterly Report” shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

“Repository” shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC’s website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, “Repository” shall include the State Repository, if any.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

“SEC” means the Securities and Exchange Commission.

“State” shall mean the State of Florida.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

### 3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than March 31st following the close of the Issuer’s Fiscal Year (the “Annual Filing Date”), commencing with the Annual Report for the Fiscal Year ending September 30, 2023 which shall be due no later than March 31, 2024. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer’s Fiscal Year (the “Audited Financial Statements Filing Date”). [The Issuer shall file its Audited Financial Statements for the Fiscal Year ended September 30, 2023 on or before June 30, 2024.] The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer’s Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15<sup>th</sup>) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statements has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

#### 4. **Content of Annual Reports.**

(a) Each Annual Report shall be in the form set in Schedule A attached hereto and shall contain the following Annual Financial Information with respect to the Issuer:

(i) All fund balances in all Funds, Accounts and subaccounts for the Bonds and the total amount of Bonds Outstanding, in each case as of December 31st following the end of the most recent prior Fiscal Year.

(ii) The method by which Assessments are being levied (whether on-roll or off-roll) and the amounts being levied by each method in the Assessment Area for the current Fiscal Year, and a copy of the assessment roll (on roll and off roll) for the Assessments certified for collection in the Assessment Area for the current Fiscal Year.

(iii) The method by which Assessments were levied (whether on-roll or off-roll) and the amounts levied by each method in the Assessment Area for the most recent prior Fiscal Year.

(iv) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(v) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(vi) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered later than March 31st after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

## 5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer), or the Developer on behalf of any other Obligated Person that fails to execute an Assignment (as hereinafter defined), shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than five (5) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall contain an update of the following information to the extent available with respect to the Assessment Area only:

(i) The number of lots planned.

Lot Ownership Information

- (ii) The number of lots owned by the Developer.
- (iii) The number of lots owned by homebuyers.

Lot Status Information

- (iv) The number of lots developed.
- (v) The number of lots platted.

Home Sales Status Information

- (vi) The number of homes sold (but not closed) with homebuyers, during quarter.
- (vii) The number of homes sold (and closed) with homebuyers, during quarter.
- (viii) The total number of homes sold and closed with homebuyers (cumulative).

Material Changes/Transfers

(ix) Material changes to any of the following: (1) builder contracts, if applicable, (2) the number of lots planned to be developed, (3) permits/approvals, and (4) existing mortgage debt of the Obligated Person or the incurrence of new mortgage debt by the Obligated Person since the date hereof.

(x) Any sale, assignment or transfer of ownership of lands by the Developer to a third party, other than to Jen Tampa 10, LLC, which will in turn become an Obligated Person hereunder.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area, other than to Jen Tampa 10, LLC (a “Transferor Obligated Person”) to a third party (a “Transferee”), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a “Transfer”), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an “Assignment”). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Developer from [its/their respective] obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) [Reserved]
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;\*
- (v) Substitution of credit or liquidity providers, or their failure to perform;\*
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;\*
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

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\*Not applicable to the Bonds at their date of issuance.

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Dissemination Agent to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv), (xvi), or (xvii) that has occurred with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).



(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Rizzetta & Company, Incorporated. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Rizzetta & Company, Incorporated. Rizzetta & Company, Incorporated, may terminate its role as Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the District and each Obligated Person. The District may terminate the agreement hereunder with the Dissemination Agent at any time upon delivery of sixty (60) days prior written notice to the Dissemination Agent and each Obligated Person.

9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may

take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Developer and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, each Obligated Person and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA Compliant Format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Rolland Budget.** Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Pasco County Tax Collector and the Issuer's most recent adopted budget.

15. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Pasco County, Florida.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and each of which shall be considered an original and all of which shall constitute but one and the same instrument. A scanned copy of the signatures delivered in a PDF format may be relied upon as if the original had been received.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Developer or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

19. **Additional Disclosure.** Rizzetta & Company, Incorporated, does not represent the Issuer as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Incorporated, registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Incorporated, does not provide the Issuer with financial advisory services or offer investment advice in any form.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**RIVERWOOD ESTATES COMMUNITY  
DEVELOPMENT DISTRICT, AS ISSUER**

[SEAL]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Assistant Secretary

**PULTE HOME COMPANY, LLC, AS  
DEVELOPER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIZZETTA & COMPANY,  
INCORPORATED, and its successors and  
assigns, AS DISSEMINATION AGENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONSENTED TO AND AGREED TO BY:**

**DISTRICT MANAGER**

**RIZZETTA & COMPANY,  
INCORPORATED, AS DISTRICT  
MANAGER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to for purposes of  
Sections 11, 13 and 17 only:

**COMPUTERSHARE TRUST COMPANY,  
N.A., AS TRUSTEE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**FORM OF NOTICE TO REPOSITORIES OF FAILURE  
TO FILE [ANNUAL REPORT]  
[AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]**

Name of Issuer: Riverwood Estates Community Development District

Name of Bond Issue: \$14,225,000 original aggregate principal amount of Special Assessment Bonds, Series 2006A

Obligated Person(s): Riverwood Estates Community Development District  
\_\_\_\_\_.

Original Date of Issuance: December 18, 2006

CUSIP Numbers: 76951C AA0

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated November 1, 2023, by and between the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by \_\_\_\_\_, 20\_\_\_\_.

Dated: \_\_\_\_\_

RIZZETTA & COMPANY, INC., as Dissemination Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

cc: Issuer  
Trustee

**SCHEDULE A**

**FORM OF DISTRICT'S ANNUAL REPORT (Due 3/31)**

**1. Fund Balances**

<b>Combined Trust Estate Assets</b>	<b><u>Quarter Ended – 12/31</u></b>
Acquisition and Construction Fund	
Revenue Fund	
Prepayment Fund	
Other	
<b>Total Bonds Outstanding</b>	
<b>TOTAL</b>	

**2. Assessment Certification and Collection Information**

1. For the Current District Fiscal Year – Manner in which Assessments are collected (On Roll vs. Off Roll).

	<b><u>\$ Certified</u></b>
On Roll	\$ _____
Off Roll	\$ _____
<b>TOTAL</b>	\$ _____

2. Attach to Report the following:

- A. On Roll – Copy of certified assessment roll for the District's current Fiscal Year.
- B. Off Roll – List of folios and ownership for all off roll Assessments, together with par and annual Assessment assigned to each folio.

**3. For the immediately ended Bond Year, provide the levy and collection information.**

<b><u>Total Levy</u></b>	<b><u>\$ Levied</u></b>	<b><u>\$ Collected</u></b>	<b><u>% Collected</u></b>	<b><u>% Delinquent</u></b>
On Roll	\$ _____	\$ _____	____%	____%
Off Roll	\$ _____	\$ _____	____%	____%
<b>TOTAL</b>				

4. **If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amount of the Assessments due in any year, a list of delinquent property owners.**

5. **If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.**

6. **The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.**

# Tab 3



**RESOLUTION 2024-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Riverwood Estates Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. \_\_\_\_\_ is appointed Chairman.

Section 2. \_\_\_\_\_ is appointed Vice Chairman.

Section 3. \_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

Jillian Minichino is appointed Assistant Secretary.

Matt Huber is appointed Assistant Secretary.

Section 4. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

**RIVERWOOD ESTATES  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
**CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**ASSISTANT SECRETARY**

# Tab 4



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

### Riverwood Estates Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

### Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

### What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

**Riverwood Estates Community Development District  
c/o Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614**

**Term: October 1, 2023 to October 1, 2024**

**Quote Number: 100123420**

**PROPERTY COVERAGE**

**SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values –Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
<b>Inland Marine</b>	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<b>Valuation</b>	<b>Coinsurance</b>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>		
	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

<b>Special Property Coverages</b>		
<b>Coverage</b>	<b>Deductibles</b>	<b>Limit</b>
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery	Not Applicable	Not Included
TRIA		Not Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM**

**Not Included**

### **Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

<b>(X)</b>	<b>Code</b>	<b>Extension of Coverage</b>	<b>Limit of Liability</b>
	A	Accounts Receivable	\$500,000 in any one occurrence
	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	H	Expediting Expenses	\$250,000 in any one occurrence
	I	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	\$500,000 in any one occurrence
	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	T	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile

## CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

## AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included



**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat  
First Party Crisis Management  
First Party Business Interruption  
Limit: \$100,000 each claim/annual aggregate



## PREMIUM SUMMARY

**Riverwood Estates Community Development District  
c/o Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614**

**Term: October 1, 2023 to October 1, 2024**

**Quote Number: 100123420**

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,389
Public Officials and Employment Practices Liability	\$2,774
Deadly Weapon Protection Coverage	Not Included
<b>TOTAL PREMIUM DUE</b>	<b>\$6,163</b>

#### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



FLORIDA  
INSURANCE  
ALLIANCE

**PARTICIPATION AGREEMENT**  
**Application for Membership in the Florida Insurance Alliance**

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Riverwood Estates Community Development District

\_\_\_\_\_  
(Name of Local Governmental Entity)

By:

Signature

Jennifer Orsi

\_\_\_\_\_  
Print Name

Witness By:

Signature

Chad Lockard

\_\_\_\_\_  
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

By: \_\_\_\_\_

Administrator

# Tab 5

**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Riverwood Estates Community Development District was held on **Thursday, August 17, 2023, at 10:05 a.m.** at the offices of Sunfield Homes, Inc., located at 3600 Galileo Drive, Suite 104, Trinity, FL 34655.

**Present and constituting a quorum were:**

Patricia Buck	<b>Board Supervisor, Chairman</b>
Jennifer Orsi	<b>Board Supervisor, Vice Chairman</b>
Julie Vitale	<b>Board Supervisor, Assistant Secretary</b>

**Also present were:**

Matthew Huber	<b>District Manager, Rizzetta &amp; Company</b>
Jillian Minichino	<b>District Manager, Rizzetta &amp; Company</b>
Wes Haber	<b>District Counsel, Kutak Rock (by phone)</b>

Audience	<b>Not Present</b>
----------	--------------------

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Ms. Minichino called the meeting to order at 10:05 a.m. and confirmed a quorum.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience members present.

**THIRD ORDER OF BUSINESS**

**Public Hearing on Fiscal Year  
2023/2024 Final Budget**

On a Motion by Ms. Julie Vitale, and seconded by Ms. Patricia Buck, with all in favor, the Board of Supervisors opened the public hearing on fiscal year 2023/2024 final budget, for the Riverwood Estates Community Development District.

A brief discussion was held regarding the pending sale of the District and any impact that might have on the budget.

There were no members of the general public in attendance.

On a Motion by Ms. Patricia Buck, and seconded by Ms. Julie Vitale, with all in favor, the Board of Supervisors closed the public hearing on fiscal year 2023/2024 final budget, for the Riverwood Estates Community Development District.

45  
46 **1. Consideration of Resolution 2023-07, Adopting Fiscal Year 2023/2024 Final**  
47 **Budget**  
48

On a Motion by Ms. Patricia Buck, and seconded by Ms. Julie Vitale, with all in favor, the Board of Supervisors approved Resolution 2023-07, adopting fiscal year 2023/2024 final budget totaling \$150,064, as discussed, for the Riverwood Estates Community Development District.

49  
50 **FOURTH ORDER OF BUSINESS** **Consideration of Developer Funding**  
51 **Agreement**  
52

53 Discussion was held regarding the Developer only paying actual expenses as  
54 opposed to funding the full budgeted amount. It was also stated that the agreement only  
55 applies if the sale does not go through, otherwise it would be transferred to the new owner.  
56

On a Motion by Ms. Patricia Buck, and seconded by Ms. Julie Vitale, with all in favor, the Board of Supervisors approved the Developer Funding Agreement, as discussed, for the Riverwood Estates Community Development District.

57  
58 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2023-08,**  
59 **Setting the Meeting Schedule for**  
60 **Fiscal Year 2023/2024**  
61

62 A request was made to change the meeting schedule from the third Thursday of  
63 each month to the third Wednesday at 10:00 a.m. at the same location.  
64

On a Motion by Ms. Julie Vitale, and seconded by Ms. Patricia Buck, with all in favor, the Board of Supervisors approved Resolution 2023-08; setting the fiscal year 2023/2024 meeting schedule as the third Wednesday of each month at 10:00 a.m. at the offices of Sunfield Homes, Inc., located at 3600 Galileo Drive, Suite 104, Trinity, FL 34655, for the Riverwood Estates Community Development District.

65  
66 **SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2023-09,**  
67 **Re-designating a Secretary**  
68

69 Ms. Minichino reviewed the Resolution, noting that Management is recommending  
70 Scott Brizendine be named Secretary.  
71

On a Motion by Ms. Patricia Buck, and seconded by Ms. Julie Vitale, with all in favor, the Board of Supervisors approved Resolution 2023-09, naming Scott Brizendine as Secretary, for the Riverwood Estates Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors Meeting held on  
May 18, 2023**

It was noted that the meeting time was not correct.

On a Motion by Ms. Patricia Buck, and seconded by Ms. Julie Vitale, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors Meeting held on May 18, 2023, as revised, for the Riverwood Estates Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for April,  
May, and June 2023**

There were no questions on any of the expenditures.

On a Motion by Ms. Patricia Buck, and seconded by Ms. Julie Vitale, with all in favor, the Board of Supervisors ratified the Operation Maintenance April 2023 (\$553.33), May 2023 (\$4,448.83), and June 2023 (\$741.33), for the Riverwood Estates Community Development District.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

No report.

**B. District Engineer**

Not Present

**C. District Manager**

Ms. Minichino stated that the next regular meeting is scheduled for September 21, 2023, at 10:00 a.m. It was stated that the Board may look to cancel if not needed and that Ms. Patricia Buck may be out of town on that date.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no Supervisor requests.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Julie Vitale, and seconded by Ms. Patricia Buck, with all in favor, the Board of Supervisors adjourned the meeting at 10:14 a.m. for the Riverwood Estates Community Development District.

# Tab 6



# RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

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District Office · Wesley Chapel, Florida · (813) 994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.riverwoodestatescdd.org](http://www.riverwoodestatescdd.org)

## **Operation and Maintenance Expenditures**

**July 2023**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2023 through July 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$968.83**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Riverwood Estates Community Development District

## Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	100031	3022851	Legal Services 02/22	\$ 318.50
Kutak Rock, LLP	100029	3239787	Legal Services 05/23	\$ 117.00
Rizzetta & Company, Inc.	100030	INV0000081341	District Management Fees 07/23	<u>\$ 533.33</u>
<b>Report Total</b>				<b><u>\$ 968.83</u></b>

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

March 30, 2022

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3022851

Client Matter No. 17823-1

Lynn Hayes  
Riverwood Estates CDD  
Rizzetta & Company  
Suite 100  
5844 Old Pasco Road  
Wesley Chapel, FL 33544

Invoice No. 3022851  
17823-1

Re: General Counsel

For Professional Legal Services Rendered

02/03/22	W. Haber	0.50	130.00	Review and revise response to Joint Legislative Auditing Committee and confer with Gallant regarding same
02/14/22	W. Haber	0.50	130.00	Review audit

TOTAL HOURS 1.00

TOTAL FOR SERVICES RENDERED \$260.00

TOTAL CURRENT AMOUNT DUE \$260.00

UNPAID INVOICES:

March 3, 2022 Invoice No. 3009867 58.50

TOTAL DUE \$318.50

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 29, 2023

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3239787

Client Matter No. 17823-1

Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Lynn Hayes  
Riverwood Estates CDD  
Rizzetta & Company  
Suite 100  
5844 Old Pasco Road  
Wesley Chapel, FL 33544

Invoice No. 3239787  
17823-1

Re: General Counsel

For Professional Legal Services Rendered

05/18/23	R. Dugan	0.60	117.00	Prepare for and attend board meeting
TOTAL HOURS		0.60		
TOTAL FOR SERVICES RENDERED				\$117.00
TOTAL CURRENT AMOUNT DUE				<u>\$117.00</u>

**RECEIVED**  
06/29/23

**Rizzetta & Company, Inc.**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Invoice**

Date	Invoice #
7/1/2023	INV0000081341

**Bill To:**

RIVERWOOD ESTATES CDD 4065 Crescent Park Drive Riverview FL 33578
---

Services for the month of	Terms	Client Number
July	Upon Receipt	00260

Description	Qty	Rate	Amount
Management Services	1.00	\$433.33	\$433.33
Website Compliance & Management	1.00	\$100.00	\$100.00
<b>Subtotal</b>			\$533.33
<b>Total</b>			\$533.33

**RECEIVED**  
 06/26/23

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# RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

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District Office · Wesley Chapel, Florida · (813) 994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.riverwoodestatescdd.org](http://www.riverwoodestatescdd.org)

## **Operation and Maintenance Expenditures August 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2023 through August 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$791.73**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Riverwood Estates Community Development District

## Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100032	INV0000082204	District Management Fees 08/23	\$ 533.33
Times Publishing Company	100033	0000288983 08/02/23	Legal Advertising 08/23	\$ <u>258.40</u>
<b>Report Total</b>				<b>\$ <u>791.73</u></b>



**Rizzetta & Company, Inc.**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Invoice**

Date	Invoice #
8/1/2023	INV0000082204

**Bill To:**

RIVERWOOD ESTATES CDD 4065 Crescent Park Drive Riverview FL 33578
---

Services for the month of	Terms	Client Number
August	Upon Receipt	00260

Description	Qty	Rate	Amount
Management Services	1.00	\$433.33	\$433.33
Website Compliance & Management	1.00	\$100.00	\$100.00

**RECEIVED**  
 0726/23

<b>Subtotal</b>	\$533.33
<b>Total</b>	\$533.33

# Tampa Bay Times

tampabay.com

Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

## ADVERTISING INVOICE

8202 2 - 00V

<b>Advertising Run Dates</b>		<b>Advertiser Name</b>	
07/26/23 - 08/02/23		RIVERWOOD ESTATES CDD	
<b>Billing Date</b>	<b>Sales Rep</b>	<b>Customer Account</b>	
08/02/2023	Deirdre Bonett	123461	
<b>Total Amount Due</b>		<b>Ad Number</b>	
\$258.40		0000288983	

### PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
07/26/23	08/02/23	0000288983	Times	Legals CLS	FY 23-24 Budget Hearing	2	2x54 L	\$254.40
07/26/23	08/02/23	0000288983	Tampabay.com	Legals CLS	FY 23-24 Budget Hearing AffidavitMaterial	2	2x54 L	\$0.00 \$4.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

# Tampa Bay Times

tampabay.com

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

### ADVERTISING INVOICE

Thank you for your business.

<b>Advertising Run Dates</b>		<b>Advertiser Name</b>	
07/26/23 - 08/02/23		RIVERWOOD ESTATES CDD	
<b>Billing Date</b>	<b>Sales Rep</b>	<b>Customer Account</b>	
08/02/2023	Deirdre Bonett	123461	
<b>Total Amount Due</b>		<b>Ad Number</b>	
\$258.40		0000288983	

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

REMIT TO:

RIVERWOOD ESTATES CDD  
ATTN: RIZZETTA & COMPANY -AP  
3434 COLWELL AVE STE 200  
TAMPA, FL 33614

Times Publishing Company  
DEPT 3396  
PO BOX 123396  
DALLAS, TX 75312-3396

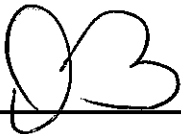
# Tampa Bay Times

Published Daily

STATE OF FLORIDA  
COUNTY OF Pasco

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: FY 23-24 Budget Hearing** was published in said newspaper by print in the issues of: **7/26/23, 8/2/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Pasco** County, Florida and that the said newspaper has heretofore been continuously published in said **Pasco** County, Florida each day and has been entered as a second class mail matter at the post office in said **Pasco** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Signature Affiant

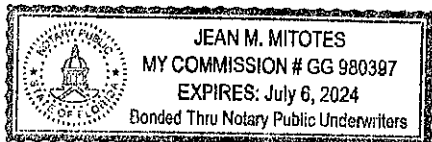
Sworn to and subscribed before me this **08/02/2023**



Signature of Notary Public

Personally known           X           or produced identification

Type of identification produced \_\_\_\_\_



## RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

### NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Riverwood Estates Community Development District ("District") will hold a public hearing on August 17, 2023 at 10:00 a.m. at the offices of Sunfield Homes Inc., located at 3600 Galileo Drive, Suite 104, Trinity, FL 34655, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., 5844 Old Pasco Rd Suite 100, Wesley Chapel, FL 33544, (813) 994-1001 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://www.riverwoodestatescdd.org/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Matthew Huber  
District Manager

Run dates: 7/26/23 & 8/02/23

0000288983

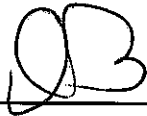
REC-1007-1-2023

**Tampa Bay Times**  
**Published Daily**

STATE OF FLORIDA  
COUNTY OF Pasco

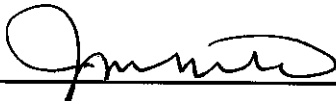
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Signature Affiant

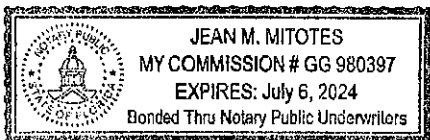
Sworn to and subscribed before me this **08/02/2023**



Signature of Notary Public

Personally known       X       or produced identification

Type of identification produced \_\_\_\_\_



**RIVERWOOD ESTATES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Riverwood Estates Community Development District ("District") will hold a public hearing on August 17, 2023 at 10:00 a.m. at the offices of Sunfield Homes Inc., located at 3600 Galileo Drive, Suite 104, Trinity, FL 34655. for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Rizzetta & Company, Inc., 5844 Old Pasco Rd Suite 100, Wesley Chapel, FL 33544, (813) 994-1001 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://www.riverwoodestatescdd.org/>.

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Matthew Huber  
District Manager

Run dates: 7/26/23 & 8/02/23

000288983

AUG - 7 2023  
RECEIVED

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# RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

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District Office · Wesley Chapel, Florida · (813) 994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.riverwoodestatescdd.org](http://www.riverwoodestatescdd.org)

## **Operation and Maintenance Expenditures**

**September 2023**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$1,536.33**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# Riverwood Estates Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Gustafson Engineering Co.	100036	Gustafson082423	Engineering Services 08/23	\$ 875.00
Kutak Rock, LLP	100035	3268524	Legal Services 07/23	\$ 128.00
Rizzetta & Company, Inc.	100034	INV0000083189	District Management Fees 09/23	<u>\$ 533.33</u>
<b>Report Total</b>				<b><u>\$ 1,536.33</u></b>

# Gustafson

ENGINEERING COMPANY

August 24, 2023

Riverwood Estates CDD  
5844 Old Pasco Rd., Suite 100  
Wesley Chapel, FL. 33544

Subject: **Riverwood  
SWFMD Inspection & Cerification**

The drainage inspection, review of repairs, and certification has been completed as requested.  
Please remit payment of \$875.00.

Sr. Professional Engineer                      5 hrs @ \$ 175.00 = \$ 875.00

Should you need additional information, please contact me at your earliest convenience.

Very Truly Yours,

*Ray*

**RECEIVED**  
08/24/23

Ray D. Gustafson, P.E.  
P.E. #37565



**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

August 31, 2023

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3268524

Client Matter No. 17823-1

Notification Email: eftgroup@kutakrock.com

Lynn Hayes  
Riverwood Estates CDD  
Rizzetta & Company  
Suite 100  
5844 Old Pasco Road  
Wesley Chapel, FL 33544

Invoice No. 3268524  
17823-1

Re: General Counsel

For Professional Legal Services Rendered

07/06/23	K. Jusevitch	0.20	25.00	Prepare budget hearing resolution; confer with Haber regarding funding agreement
07/07/23	W. Haber	0.30	78.00	Review and revise budget and assessment resolutions
07/07/23	K. Jusevitch	0.20	25.00	Correspond with district manager regarding budget hearing documents

TOTAL HOURS 0.70

TOTAL FOR SERVICES RENDERED \$128.00

TOTAL CURRENT AMOUNT DUE \$128.00

**RECEIVED**  
0901/23

**Rizzetta & Company, Inc.**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Invoice**

Date	Invoice #
9/1/2023	INV0000083189

**Bill To:**

RIVERWOOD ESTATES CDD 4065 Crescent Park Drive Riverview FL 33578
---

Services for the month of	Terms	Client Number
September	Upon Receipt	00260

Description	Qty	Rate	Amount
Management Services	1.00	\$433.33	\$433.33
Website Compliance & Management	1.00	\$100.00	\$100.00
<b>Subtotal</b>			\$533.33
<b>Total</b>			\$533.33

**RECEIVED**  
 08/31/23

# Tab 7



# Quarterly Compliance Audit Report

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## Riverwood Estates

**Date:** August 2023 - 2nd Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

# Table of Contents

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## **Compliance Audit**

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## **Helpful information:**

Accessibility overview	6
ADA Compliance Categories	7
Web Accessibility Glossary	11

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard





# Florida F.S. 189.069 Requirements

Result: **PASSED**

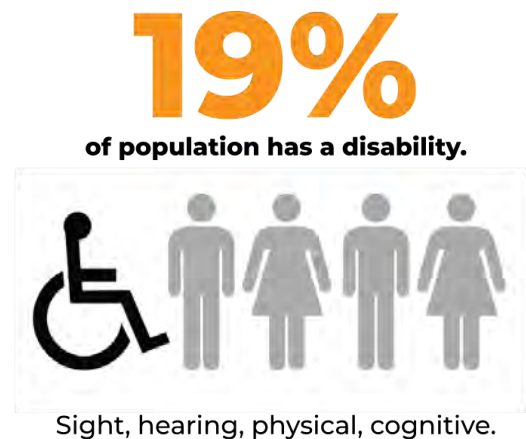
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
X	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitertools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

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## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

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## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

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## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## Other related requirements

### *No flashing*

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### *Timers*

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### *Fly-out menus*

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### *No pop-ups*

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

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# Quarterly Compliance Audit Report

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## Riverwood Estates

**Date:** October 2023 - 3rd Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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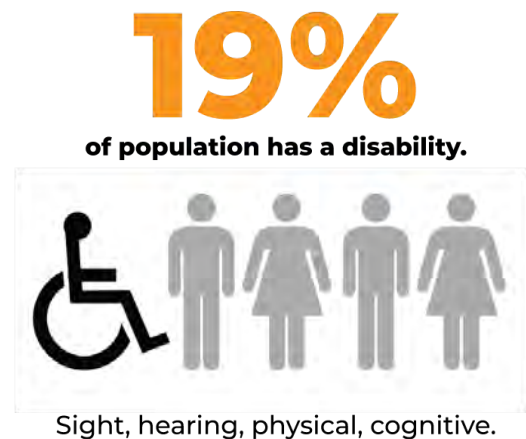
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