

RIVERWOOD ESTATES

**COMMUNITY DEVELOPMENT
DISTRICT**

March 7, 2024

BOARD OF SUPERVISORS

**REGULAR MEETING
AGENDA**

RIVERWOOD ESTATES
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Riverwood Estates Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

February 29, 2024

Board of Supervisors
Riverwood Estates Community Development District

Dear Board Members:

The Board of Supervisors of the Riverwood Estates Community Development District will hold a Regular Meeting on March 7, 2024 at 9:00 a.m., at the Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of District Manager Transition Items
 - A. Acceptance of Rizzetta Resignation
 - B. Resolution 2024-06, Appointing and Fixing the Compensation of the District Manager, Assessment Consultant and Dissemination Agent; and Providing an Effective Date
 - Agreement for District Management Services
 - C. Resolution 2024-07, Appointing and Removing Officers of the District and Providing for an Effective Date
 - D. Resolution 2024-08, Designating a Public Depository for Funds of Riverwood Estates Community Development District and Providing for an Effective Date [Truist Bank]
 - E. Resolution 2024-09, Directing the District Manager to Appoint Signors on the Local Bank Account; and Providing an Effective Date
 - F. Resolution 2024-10, Designating a Registered Agent and Registered Office of the District, and Providing for an Effective Date
 - G. Resolution 2024-11, Designating the Primary Administrative Office and Principal Headquarters of the District; and Providing an Effective Date
 - H. Resolution 2024-12, Designating the Location of the Local District Records Office and Providing an Effective Date
 - I. Resolution 2024-13, Designating a Date, Time and Location for a Landowners' Meeting; Providing for Publication; Providing for an Effective Date

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

- J. Resolution 2024-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for the Remainder of Fiscal Year 2023/2024 and Providing for an Effective Date
 - K. Strange Zone, Inc. Quotation M24-1007 for District Website Design, Maintenance and Domain Web-Site Design Agreement
 - L. ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit
4. Consideration of Master Engineer’s Report
 5. Review of Computershare TrustConnect™ Order Form
 6. Ratification of Amended and Restated Continuing Disclosure Agreement
 7. Consideration of Operation and Maintenance Expenditures [November 2023, December 2023, January 2024]
 8. Acceptance of Unaudited Financial Statements as of December 31, 2023
 9. Approval of December 13, 2023 Regular Meeting Minutes
 10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Steve Wasson*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD

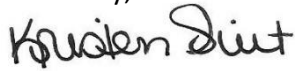
- QUORUM CHECK

SEAT 1	JENNA WALTERS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	RAY APONTE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	BRADY LEFERE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	MATT O’BRIEN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	PATRICIA BUCK	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

11. Board Members’ Comments/Requests
12. Public Comments
13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 943 865 3730

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER, ASSESSMENT CONSULTANT AND DISSEMINATION AGENT; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District ("**Board**") must employ and fix compensation of a "**District Manager**;" and

WHEREAS, the Board desires to appoint an "**Assessment Consultant**" for services associated with any future issuance of special assessment bonds; and

WHEREAS, the Board desires to redesignate its "**Dissemination Agent**" for continuing disclosure services associated with all current special assessment bonds; and

WHEREAS, the Board has determined that the appointment of a District Manager, Assessment Consultant and Dissemination Agent is necessary, appropriate and in the District's best interests; and

WHEREAS, the Board desires to appoint a District Manager, Assessment Consultant and Dissemination Agent, and to provide compensation for their services.

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

1. APPROVAL OF MANAGEMENT AGREEMENT. Wrathell Hunt and Associates, LLC is appointed as District Manager, Assessment Consultant and Dissemination Agent, and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

2. EFFECTIVE DATE. This Resolution shall become effective on _____, 2024.

PASSED AND ADOPTED THIS 7TH DAY OF MARCH, 2024.

ATTEST:

RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

Exhibit A: District Manager Agreement



Wrathell, Hunt and Associates, LLC

AGREEMENT FOR MANAGEMENT SERVICES
between
RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT
and
WRATHELL, HUNT & ASSOCIATES, LLC

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this 7th day of March, 2024, by and between the **Riverwood Estates Community Development District**, hereinafter referred to as "DISTRICT", and the firm of **Wrathell, Hunt & Associates, LLC**, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").
2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be increased



Wrathell, Hunt and Associates, LLC

to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
 - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);
 - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
 - c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER'S possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT'S obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.
5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the



Wrathell, Hunt and Associates, LLC

association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.
8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.
10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party



Wrathell, Hunt and Associates, LLC

reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager: Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

If to the DISTRICT: Riverwood Estates Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

with a copy to: Counsel to the DISTRICT:
Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

Any such notice sent as referenced above shall be deemed received on the third (3rd) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.
13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party will be entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.



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14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.
16. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.
17. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.



Wrathell, Hunt and Associates, LLC

18. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

19. Wrathell, Hunt and Associates, LLC, does not represent the District as a Municipal Advisor or Securities Broker; nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC, does not provide the District with financial advisory services or offer investment advice in any form.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



Wrathell, Hunt and Associates, LLC

IN WITNESS WHEREOF, the Board of Supervisors of the **Riverwood Estates Community Development District** has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

Signed in the presence of

BOARD OF SUPERVISORS:
RIVERWOOD ESTATES COMMUNITY
DEVELOPMENT DISTRICT

Witnesses:

Print Name: _____

By: _____
Print Name _____
Chair/Vice Chair

Print Name: _____

MANAGER:
WRATHELL, HUNT & ASSOCIATES, LLC

Print Name: _____

By: _____
Craig A. Wrathell, Managing Member

Print Name: _____



EXHIBIT A - SERVICES

Wrathell, Hunt & Associates, LLC will perform all required Management functions of the **Riverwood Estates Community Development District** (the “District”), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the “Board”) and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
 - Insurance, including General Liability along with Directors and Officers Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
 - Public Facilities Report
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
 - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
 - Annual Financial Audit



Wrathell, Hunt and Associates, LLC

- Annual Financial Report
- Public Depositor Report
- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and *Wrathell, Hunt & Associates, LLC* will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
 - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
 - Ensure that contract specifications are met
 - Interface with residents and contractors to ensure that anticipated service levels are being provided
 - Prepare contract amendments and change orders as necessary
 - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
 - Hire and train a highly qualified staff
 - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
 - Prepare and implement operating schedules
 - Prepare and implement operating policies



Wrathell, Hunt and Associates, LLC

- Interface with residents to ensure anticipated levels of service are being met
- Implement internal purchasing policies
- Prepare and bid services and commodities as necessary
- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
 - Identify new services
 - Identify expanded areas of existing services
 - Identify new levels of service
 - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Preparation of Estoppel Letters for Property Transfers and Monitoring Development of the District and Performance of Assessment True Up Analysis

Recording Services

Wrathell, Hunt & Associates, LLC will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt & Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.



Wrathell, Hunt and Associates, LLC

- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
 - Federal I.D. Number
 - Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

Accounting Services

Wrathell, Hunt & Associates, LLC will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent



Wrathell, Hunt and Associates, LLC

- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year-end audit:
 - Prepare schedule of bank reconciliations
 - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
 - Prepare analysis of accounts receivable
 - Prepare schedule of interfund accounts
 - Prepare schedule of payables from the governments
 - Prepare schedule of all prepaid expenses
 - Prepare debt confirmation schedules
 - Prepare schedule of accounts payable
 - Prepare schedule of changes in fund balances
 - Prepare schedule of assessment revenue compared to budget
 - Prepare schedule of interest income and provide reasonableness test



Wrathell, Hunt and Associates, LLC

- Prepare schedule of investments and accrued interest
- Prepare analysis of all other revenue
- Prepare analysis of interest expenses and calculate accrued interest expense at year end
- Prepare schedule of operating transfers
- Prepare schedule of cash receipts and cash disbursements
- Prepare analysis of cost of development and construction in progress
- Prepare analysis of reserves for encumbrances
- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General
- Comply with District adopted Prompt Payment Policies and Procedures Pursuant to Chapter 218, *Florida Statutes*

Special Assessment Methodology Preparation Services

Wrathell, Hunt & Associates, LLC will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits



Wrathell, Hunt and Associates, LLC

- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-ad valorem special assessments resulting from funding of the District's capital improvement plan
- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment

Dissemination Agent Services

Wrathell, Hunt & Associates, LLC, will provide Dissemination Agent Services as specified in the District's Continuing Disclosure Agreement for bonds issued. Such services shall include but are not limited to:

- Determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and
- File a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to Disclosure Agreement(s), stating the date(s) it was provided, and listing all Repositories with which it was filed.
- All documents, reports, notices, statements, information and other materials provided to the MSRB under the District's Disclosure Agreement(s) shall be provided in an EMMA Compliant Format.



Exhibit B - Fee Schedule

1. District Management, Recording, Financial Accounting and Assessment Roll Services

FEE PROPOSED **\$48,000 annually***
***[\$2,000 per month prior to issuance of Series 2024 Bonds]**

2. Debt Service Fund Accounting/Assessment Collection Services)

FEE PROPOSED **\$5,500 annually per bond issue****
****[Series 2024 and Subsequent Issuance of Bonds]**

3. Assessment Methodology Consultant Services [Assessment Methodology Report]

FEE PROPOSED **\$25,000 per bond issue**

4. Issuance of Bonds, and Placement of Loans and Other District Indebtedness

FEE PROPOSED **Not to exceed \$35,000 per issue**

The following formula shall explain this fee. The fee for the first \$5,000,000 bond issue(s) SHALL BE \$3.00/\$1,000 with a minimum fee of \$10,000. The additional fee for bond issues between \$5,000,000 and \$10,000,000 shall be \$1.00/\$1,000. The fee for bond issues over \$10,000,000 shall be \$.50/\$1,000 of the additional amount. These fees are payable at closing of the bond issue. It is expressly understood that compensation shall be contingent upon completion of financing and if for any reason a financing is not completed, there shall be no compensation owed to **Wrathell, Hunt and Associates, LLC**. For the issuance of Bond Anticipation Notes, the fee is \$10,000 per issuance.

5. Dissemination Agent Services

FEE PROPOSED **\$2,000 annually per bond issue**

6. Out of Pocket Expenses: **Wrathell, Hunt and Associates, LLC**, shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). **Wrathell, Hunt and Associates, LLC**, will submit monthly invoices to District for work performed and payment shall become due and payable within fifteen (15) days of receipt.

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

3C

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Riverwood Estates Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, due to the change of the District's management company, effective _____, 2024, the District's Board of Supervisors desires to appoint and remove Officers of the District.

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

SECTION 1. The following are appointed as Officer(s) of the District effective March 7, 2024:

Craig Wrathell is appointed Secretary

Kristen Suit is appointed Assistant Secretary

SECTION 2. The following are appointed as Officer(s) of the District effective _____, 2024:

Craig Wrathell is appointed Treasurer

Jeffrey Pinder is appointed Assistant Treasurer

SECTION 3. The following Officer(s) shall be removed as Officer(s) as of _____, 2024:

_____ as Secretary

_____ as Assistant Secretary

_____ as Assistant Secretary

_____ as Treasurer

PASSED AND ADOPTED THIS 7TH DAY OF MARCH, 2024.

ATTEST:

**RIVERWOOD ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

3D

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Riverwood Estates Community Development District (“**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 District’s Board of Supervisors (“**Board**”) is statutorily authorized to select a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the District has heretofore delegated to a Treasurer the responsibility for handling public deposits; and

WHEREAS, the District, prior to making any public deposit, is required to furnish to the State Treasurer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having appointed a new Treasurer and other officers, is now in a position to select a public depository and to comply with the requirements for public depositories; and

WHEREAS, the Board wishes to designate a public depository for District funds.

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

1. **DESIGNATION OF PUBLIC DEPOSITORY.** Truist Bank is hereby designated as the public depository for funds of the District.
2. **COMPLIANCE WITH SECTION 280.17, FLORIDA STATUTES.** In accordance with Section 280.17(2), Florida Statutes, the District Manager is directed to take steps to:
 - (a) Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.

- (b) Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgment of receipt on the form from the qualified public depository at the time of opening the account.
- (c) Maintain the current public deposit identification and acknowledgment form as a valuable record.

3. **FILING REQUIREMENTS.** The District’s Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish to the Chief Financial Officer annually, not later than November 30th, the information required in accordance with Section 280.17(6), Florida Statutes, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, Florida Statutes, have been met.

4. **EFFECTIVE DATE.** This Resolution take effect on _____, 2024.

PASSED AND ADOPTED THIS 7TH DAY OF MARCH, 2024.

ATTEST:

**RIVERWOOD ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

3 E

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO APPOINT SIGNORS ON THE LOCAL BANK ACCOUNT; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District’s Board of Supervisors desires to appoint District Chair, Treasurer and Assistant Treasurer as signors on the account.

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

1. **DESIGNATING AUTHORIZED SIGNATORIES.** The District Chair, Treasurer and Assistant Treasurer shall be appointed as signors on the local bank account.

2. **EFFECTIVE DATE.** This Resolution shall take effect on _____, 2024 and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 7TH DAY OF MARCH, 2024.

ATTEST:

RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

3F

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Riverwood Estates Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

1. **DESIGNATION OF REGISTERED AGENT.** Craig Wrathell is hereby designated as Registered Agent for the District.
2. **REGISTERED OFFICE.** The District's Registered Office shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.
3. **FILING.** In accordance with Section 189.014, Florida Statutes, the District's Secretary is hereby directed to file certified copies of this resolution with Pasco County and the Florida Department of Economic Opportunity.
4. **EFFECTIVE DATE.** This Resolution shall take effect on _____, 2024.

PASSED AND ADOPTED this 7th day of March, 2024.

ATTEST:

**RIVERWOOD ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

3G

RESOLUTION 2024-11

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*.

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 2: The District’s principal headquarters for purposes of establishing proper venue shall be Pasco County, Florida.

SECTION 3. This Resolution shall take effect on _____, 2024.

PASSED AND ADOPTED this **7th** day of **March, 2024**.

ATTEST:

RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

3H

RESOLUTION 2024-12

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s local records office shall be located at _____.

SECTION 2. This Resolution shall take effect on _____, 2024.

PASSED AND ADOPTED this **7th** day of **March, 2024**.

ATTEST:

RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

31

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Riverwood Estates Community Development District ("**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 District's Board of Supervisors ("**Board**") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, Florida Statutes; and

WHEREAS, the effective date of Ordinance No. 06-01 creating the District is February 14, 2006; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), Florida Statutes.

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

Section 1. In accordance with Section 190.006(2), Florida Statutes, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the ____ day of November, 2024, at ____:____ a.m./p.m., at _____.

Section 2. The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), Florida Statutes.

Section 3. Pursuant to Section 190.006(2)(b), Florida Statutes, the landowners' meeting and election is hereby announced by the Board at its March 7, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

PASSED AND ADOPTED THIS 7TH DAY OF MARCH, 2024.

ATTEST:

**RIVERWOOD ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS
OF THE RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Riverwood Estates Community Development District (the "District") in Pasco County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board, to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November __, 2024
TIME: ____: ____ a.m./p.m.
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November __, 2024**

TIME: ____:____ a.m./p.m.

LOCATION: _____

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER __, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Riverwood Estates Community Development District to be held at ____:____ a.m./p.m .on November __, 2024, at _____,

and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above, the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT
PASCO COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER __, 2024**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Riverwood Estates Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
4		

Date: _____

Signed: _____

Printed Name: _____

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

3J

RESOLUTION 2024-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR THE REMAINDER OF FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Riverwood Estates Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7th day of March, 2024.

ATTEST:

**RIVERWOOD ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>TBD</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
April __, 2024	Regular Meeting	__:__ AM/PM
May __, 2024	Regular Meeting	__:__ AM/PM
June __, 2024	Regular Meeting	__:__ AM/PM
July __, 2024	Regular Meeting	__:__ AM/PM
August __, 2024	Regular Meeting	__:__ AM/PM
September __, 2024	Regular Meeting	__:__ AM/PM

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

3K

Strange Zone, Inc.

Quotation

260 NW 67th Street #108
Boca Raton, FL 33487
Phone: (305) 607-2989

DATE February 26, 2024
Quotation # M24-1007
Customer ID RECDD

Prepared by: Stephan

Prepared For:
Ridgewood Estates CDD
C.O. Wrathell, Hunt and Associates, LLC
PO Box 810036
Boca Raton, Florida 33481
Phone: (561) 571-0010

Description	AMOUNT
Website creation & development <i>Website will be created using company provided colors, images & logo if available. The website will include the following pages & content: Home page, About page, What is a CDD page, Required reporting information page, FAQs page, News section if desired, Contact page, and Meetings & documents page which include PDF documents of audits, budget, meeting agenda, meeting schedule & minutes from meetings. Website HTML Code will be WCAG 2.2 AA Compliant. Client will be responsible for providing WCAG 2.0 Remediated PDF.</i>	\$975.00
Website maintenance For 1 year Please allow up to 48 hours for updates to be posted. <i>Maintenance includes posting of minutes, meeting agendas, audits, scheduled meetings, budgets, general documents, and any other content update needed. Creation of new pages will be a separate fee of \$50/ Page.</i>	\$600.00
Website hosting & Email For 1 year <i>Hosting service also includes 5 emails address accounts with 2GB of space for each account. Business Email with 50GB of Space \$10/User/Month</i>	Included
Domain Registration (riverwoodestatescdd.org)	\$35.00
SSL Certificates 1 year	\$69.99
TOTAL	\$ 1,679.99

If you have any questions concerning this quotation, Stephan, (305) 607-2989, strangezone@gmail.com

Payment must be received before the start of this agreement.

Date

THANK YOU FOR YOUR BUSINESS!

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

3L

Date: February 29, 2024
Re: Website Mitigation Items for Accessibility

This proposal is for the website, which our development and audit team will perform the scope of services outlined below. ADA Site Compliance is a consultancy which provides specific services for the client. Any services outside of the scope below, or separate sites or templates, will require additional evaluations and proposals.

Technological Auditing

WCAG Standards
Technological auditing of the agreed upon pages.
Detailed Reports

Accessibility Policy and Compliance Shield

Indication to all website visitors that compliance, accessibility, and usability are a priority.
Provides contact information (phone and/or email) for users who find inaccessible areas of the website.



Scope of Services Performed by ADA Site Compliance:

- A. Technological Auditing and Reporting – WCAG Standards
- B. Accessibility Policy and Compliance Shield
- C. Technical Support – Email and Phone

Compliance Shield, Accessibility Policy and 1 Annual Technological Audit

\$210 per website (normally \$549) – Annual Pricing

RIDGEWOOD ESTATES CDD

By: _____

Name: _____

Its: _____

Date: _____

ADA Site Compliance

By: *Joshua LaBadie*

Name: Joshua LaBadie

Its: Senior Compliance Advisor



RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

4

ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT
c/o Wrathell Hunt & Associates, LLC
2300 Glades Rd., Ste. # 410W
Boca Raton, FL 33431

ENGINEER:
Florida Design Consultants, Inc.
20525 Amberfield Drive; Suite 201
Land O' Lakes, FL 34638



FLORIDA DESIGN
CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —

March 4, 2024

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan (“CIP”) and estimated costs of the CIP, for the Riverwood Estates Community Development District (“District”).

2. GENERAL SITE DESCRIPTION

The District consists of 505.51± acres of land and is located entirely within Pasco County Florida. The site is generally located on the east side of U.S. Highway 301 immediately north of the Hillsborough / Pasco county line.

Phase 1A of the District has already been constructed and includes 178 single family residential units. The improvements include driveway connections to US-301, off-site utility extensions, construction of a four-lane divided subdivision collector road that connects individual development pods to the state highway system and required stormwater management infrastructure.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the entire development. The following chart shows the planned product types for the District:

PRODUCT TYPES

Product Type	Existing Phase 1A	2024 Project	Future Project(s)	Total Units
45' X 110' Single Family	43	90	57	190
55' X 110' Single Family	36	39	101	176
55' X 120' Single Family	35	100	270	405
65' X 120' Single Family	64	0	157	221
TOTAL	178	229	585	992

The public infrastructure for the project is as follows:

Roadway Improvements:

The CIP includes subdivision roads within the District. Generally, the District’s roads are a combination of four-lane divided internal collector roads and two-lane undivided local roads. All four-lane divided roadways were constructed as part of existing Phase 1A. All roads associated with the 2024 Project and Future Projects are two-lane un-divided local roads. Such roads include the asphaltic concrete, base, subgrade, curb and gutter, striping, signage, and sidewalks within the rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with applicable design requirements in effect at the time of construction plan approval.

All internal roadways may be financed by the District. Collector roadways, all of which were constructed as part of existing Phase 1, are intended to be conveyed to the District for ownership, operation, and maintenance. In addition, the District anticipates financing, owning, and operating all other roads.

Stormwater Management System:

The stormwater management system is a combination of roadway curbs, curb inlets, pipe, control structures, and lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the applicable design requirements for stormwater/floodplain management systems in effect at the time of plan approval. The District will finance, own, operate and maintain the stormwater management system.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of any grading of lots or the transportation of any fill to such lots.

Water and Wastewater Utilities:

As part of the CIP, the District intends to construct and/or acquire water and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection.

Wastewater improvements for the project will include an onsite gravity collection system, offsite and onsite force main and onsite lift stations.

The water distribution and wastewater collection systems for all phases will be constructed and/or acquired by the District and then dedicated to a local, public utility provider for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

As part of the utilities, the District may also pay utility connection fees as part of the CIP. Any such fees would be the subject of an acquisition agreement between the applicable developer and the District.

Hardscape, Landscape, and Irrigation:

The District will construct and/or install landscaping, irrigation, and hardscaping within District common areas and rights-of-way. The District must meet local design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and in most cases will exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained, and funded by the District. Any landscaping, irrigation, or hardscaping systems behind hard-gated roads, if any, would not be financed by the District and instead would be privately installed and maintained.

Streetlights / Undergrounding of Electrical Utility Lines

The District intends to lease streetlights through an agreement with a local utility provider and will fund the streetlights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP.

The CIP does however include the incremental cost of undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by the local utility provider and not paid for by the District as part of the CIP.

Recreational Amenities:

The District does not intend to fund construction of a clubhouse or other amenity facilities. The Developer will privately fund such facilities, if any, and upon completion, transfer them to a homeowners' association for ownership, operation, and maintenance. Such amenities would be considered common elements for the exclusive benefit of the District landowners.

Environmental Conservation

It is likely that mitigation to offset wetland impacts associated with construction of the development will be provided through a combination of created environmental mitigation areas already constructed as part of existing Phase 1A, as well as purchased mitigation credits for any new impacts that might exceed credits garnered from existing mitigation areas. The District intends to be responsible for maintenance, operation, and governmental reporting associated with the on-site mitigation areas within the District. The District does not intend to fund the purchase of mitigation credits, if any, purchased from mitigation banks. The Developer will be responsible for such mitigation bank purchases, if any.

Off-Site Improvements

No offsite improvements are proposed.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying, and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, any such credits, if any, will be the subject of an acquisition agreement between the applicable developer and the District.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or will be obtained from the respective governmental authorities, and include the following:

AGENCY	PERMIT/APPROVAL TYPE	STATUS	PROJECT PHASE	EXPECTED APPROVAL DATE
Pasco County	PUD/Prelim. Plan	Approved	Overall	10/11/2006
	Const./Stormwater Plan	Approved	Ph. 1A/1B/1C	10/11/2006
	Const./Stormwater Plan	In Design	Ph. 2A/2B/2C	11/1/2024
	Const./Stormwater Plan	In Design	Ph. 3	1/10/2025
	Plat	Recorded	Ph. 1A	12/27/2007
	Plat	In Prep.	Ph. 1B	9/17/2024
	Plat	In Prep.	Ph. 1C	10/22/2024
	Plat	In Prep.	Ph. 2	4/29/2025
SWFWMD	Environmental Resource Permit (Const.)	Approved	Ph. 1A	11/3/2005
	Environmental Resource Permit (Const.)	Approved	Ph. 1B/1C	3/1/2024
	Environmental Resource Permit (Const.)	Approved	Ph. 2A/2B/2C	11/10/2008
	Environmental Resource Permit (Const.)	In Design	Ph. 3	12/10/2024
	Environmental Resource Permit (Const.)	Approved	Rec Center A&B	5/2/2008
FDEP Water	FDEP Water Distribution System Const.	Approved	Phase 1A	1/29/2024
	FDEP Water Distribution System Const.	In Review	Phase 1B	3/15/2024
	FDEP Water Distribution System Const.	In Review	Phase 1C	3/15/2024
	FDEP Water Distribution System Const.	In Design	Ph. 2A/2B/2C	11/15/2024
	FDEP Water Distribution System Const.	In Design	Ph. 3	1/25/2025
FDEP Sewer	FDEP Wastewater System Const.	In Review	Phase 1B	3/15/2024
	FDEP Wastewater System Const.	In Review	Phase 1C	3/15/2024
	FDEP Wastewater System Const.	In Review	Ph. 2A/2B/2C	11/15/2024
	FDEP Wastewater System Const.	In Review	Ph. 3	1/25/2025

5. CIP COST ESTIMATE / MAINTENANCE RESPONSIBILITIES

The table on the following page presents, among other things, a cost estimate for the CIP. It is our professional opinion that the costs set forth below are reasonable and consistent with market pricing.

CIP COST ESTIMATE

Improvement Element	2024 Project	Future Projects	Total CIP Budget	Financing & O&M	
	Est. CDD Eligible Costs	Est. CDD Eligible Costs	Est. CDD Eligible Costs	Financing Entity	Operation & Maint. Entity
Public Roadways	\$2,512,980	\$6,946,810	\$9,459,790	CDD	CDD
Public Sitework & Drainage	\$2,599,090	\$7,184,860	\$9,783,950	CDD	CDD
Water Distribution System	\$825,930	\$2,283,180	\$3,109,110	CDD	County
Wastewater Collection Sys.	\$1,867,550	\$4,704,830	\$6,572,380	CDD	County
Landscape/Hardscape/Irr.	\$	\$	\$	CDD	CDD
Underground Electrical Svc.	\$194,650	\$497,250	\$691,900	CDD	Utility
Professional/Legal Fees, Etc.	\$1,360,000	\$3,674,900	\$5,034,900	CDD	N/A
Contingency (15%)	\$1,404,030	\$3,793,775	\$5,179,805	CDD	N/A
Total CDD Eligible Costs	\$10,764,230	\$29,085,605	\$38,849,835	CDD	

- There are already improvements in place to serve 178 platted lots (Phase 1A). The utility improvements in Phase 1A require significant rehabilitation. To the extent that these costs are substantially offset by reimbursements from Pasco County, these costs are not included in the 2024 Project.
- The 2024 Project includes Phases 1B and 1C, representing public infrastructure to support 229 single family residential lots.
- Future Projects include Phases 1B and 1C, representing public infrastructure to support 229 single family residential lots.
- The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure.
- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes.
- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

- the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Also, the CIP will constitute a system of improvements that will provide benefits, both general, and special and peculiar to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

_____, P.E. [Date]
FL License No. _____

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

5

TrustConnect™ Order Form

Pursuant to this order form (this "**Order Form**"), dated as of November 1, 2023 (the "**Effective Date**") between the customer listed below ("**Customer**") and Computershare Trust Company, N.A., Computershare Delaware Trust Company, or their applicable affiliates ("**Computershare**"), Computershare shall make available the services listed below (the "**Services**"), subject to the applicable terms and conditions listed below (the "**Terms and Conditions**").

Services:

Service	Terms and Conditions
TrustConnect	TrustConnect™ Online Access Agreement, attached hereto as Annex 1
Account Information Service	Account Information Service Agreement, attached hereto as Annex 2

This Order Form, and the provision of Services hereunder, is subject to and governed by the terms of the Online Access Agreement, and Customer's use of the Account Information Service is subject to and governed by the terms of the Service Agreement.

Your rights and obligations and the rights and obligations of Computershare under this Order Form will be governed by and subject to the laws of the State of New York. You consent to exclusive jurisdiction and venue in the federal and state courts located in the Borough of Manhattan, New York.

You may not assign or transfer your rights or obligations under this Order Form, whether by operation of law, asset purchase, merger, or other corporate reorganization, or any other method, without Computershare's prior written consent. Computershare may assign, transfer or sublicense any or all of our rights or obligations under this Order Form without restriction.

This Order Form and the Terms and Conditions listed above set forth the exclusive and entire agreement between Computershare, the Affiliates, and you with respect to your use of the Services. Any prior agreements, representations, statements, negotiations, undertakings, promises, or conditions, whether oral or written, with respect to your use of the Services which conflict with the provisions in this Order Form or the Terms and Conditions are superseded by this Order Form and the Terms and Conditions.

This Order Form is effective as of the Effective Date:

**CUSTOMER: Riverwood Estates Community
Development District**

Signature: _____

Print Name: _____

Print Title: _____

Annex 1

TrustConnect™ Online Access Agreement

Last updated: May, 2023

This TrustConnect™ Online Access Agreement (the "**Agreement**") governs your access to and use of the TrustConnect™ online Corporate Trust platform (together with any materials and services available therein, "**TrustConnect**") made available by Computershare Trust Company, N.A., Computershare Delaware Trust Company, or their applicable Affiliates ("**Computershare**" or "**we**" or "**us**" or "**our**") through which you can access (a) certain services in which you have separately enrolled (the "**Services**") and (b) third-party websites, material, products, services, information, and content made available through TrustConnect ("**Third Party Materials**"). We may, at any time and without liability, modify, suspend, or discontinue all or part of TrustConnect (including, without limitation, the availability of any Services or third-party content and the means through which TrustConnect may be accessed); charge, modify or waive any fees required to use TrustConnect, or offer opportunities to some or all TrustConnect users. You acknowledge and agree that any use of TrustConnect by you or your Authorized Users must adhere to the terms of this Agreement. In this Agreement, subject to the following paragraph, the words "**you**" and "**your**" refer to the company or business entity using TrustConnect, or on behalf of whom TrustConnect is used. The term "**Affiliate**" means any present or future company that controls, is controlled by, or is under common control with Computershare Trust Company, N.A.

This Agreement becomes binding and effective on you and Computershare upon the earlier of (a) when you access or use the Services, (b) when you register an account for TrustConnect, or (c) when you sign the Computershare order form, or other Computershare-approved document that incorporates this Agreement (the "Consent") to Computershare. You represent and warrant that (A) the person (i) accessing or using the Services, (ii) registering an account for TrustConnect, or (iii) executing the Consent is duly authorized to enter into this Agreement on your behalf; and (B) this Agreement is a legal and binding obligation upon you, enforceable in accordance with its terms.

Any person that you authorize to access or use TrustConnect on your behalf (each, an "**Authorized User**") must also accept the TrustConnect Terms and Conditions (currently available at www.trustconnect.computershare.com/terms) (the "**User Terms**"). Before you are able to use a Service through TrustConnect, you may be required to sign or accept additional terms and conditions in order to use the Service (collectively, the "**Service Terms**"); your use of the Service will constitute your agreement to and acceptance of such Service Terms even if the Service Terms do not require your signature. In the event of any irreconcilable conflict between the Service Terms and this Agreement with respect to the applicable Service, the Service Terms will control, but only to the extent of such conflict; except, however, this Agreement will control with respect to TrustConnect and any other Services.

1. **Using TrustConnect.** You agree that you and your Authorized Users will use TrustConnect and the Services only as provided in (a) this Agreement; (b) any Service Terms, if applicable; (c) the user guides, rules, procedures, standards, requirements, and policies applicable to TrustConnect and the Services made available from time to time by Computershare and Affiliates; (d) any communications, instructions, terms, or conditions appearing at TrustConnect or in the Service Terms; and (e) any state or federal laws, rules or regulations applicable to TrustConnect, the Services or you use thereof.
2. **Restrictions on Use.** In connection with TrustConnect, you agree that you and your Authorized Users will not: (a) introduce or transmit any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, program, or material that may harm or disrupt any Service or Computershare's systems; (b) cause an unreasonable or disproportionately large processing load on any Service or Computershare's systems; (c) engage in any conduct that restricts or inhibits use of TrustConnect by others; (d) harvest or collect information about TrustConnect users; (e) use any robot, spider, site search/retrieval application or

other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather TrustConnect content, or reproduce or circumvent the navigational structure or presentation of TrustConnect, without Computershare's express prior written consent; or (f) use TrustConnect for any unlawful or improper purpose or to transmit communications or materials that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law, rule, or regulation.

3. **Accessing TrustConnect.**

- a. When you enroll in TrustConnect, and as we may determine is necessary after enrollment, we will provide Security Credentials, as defined below, to your Authorized User(s). We will assign Security Credentials to each Authorized User you designate. "**Security Credentials**" mean one or more methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time.
- b. If you indicate to us that an individual is an Authorized User, you acknowledge and agree that such Authorized User may use TrustConnect on your behalf unless and until we have revoked their Security Credentials and access to TrustConnect, and you will be solely responsible and liable for all activities of such Authorized User with respect to TrustConnect (including, without limitation, if an Authorized User violates our User Terms). We have no obligation to separately verify or authenticate any communication we receive in your name through TrustConnect, whether or not it was actually from an Authorized User.
- c. You will immediately notify us in writing: (i) to revoke the Security Credentials of any Authorized User when that individual is no longer authorized to access TrustConnect; and (ii) when you become aware of any loss or theft of, or any unauthorized use of, any Security Credentials. If you notify us in writing to revoke the Security Credentials of an Authorized User, we will have a reasonable time after receiving your written notification to revoke the individual's access.
- d. **FAILURE TO PROTECT THE SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO (i) USE THE SERVICES; (ii) CHANGE, VERIFY, OR SEND DATA THROUGH THE SERVICES; (iii) SEND INFORMATION TO, OR RECEIVE INFORMATION FROM, COMPUTERSHARE AND AFFILIATES; OR (iv) ACCESS YOUR ELECTRONIC COMMUNICATIONS AND DATA. ALL ENTRIES INTO TRUSTCONNECT, ALL COMMUNICATIONS SENT, AND ALL USES OF THE SERVICES THROUGH YOUR SECURITY CREDENTIALS (INCLUDING THROUGH YOUR AUTHORIZED USERS' CREDENTIALS) WILL BE DEEMED TO BE ENTRIES, COMMUNICATIONS, AND USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS, UNLESS SUCH UNAUTHORIZED USE IS DUE TO THE ESTABLISHED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPUTERSHARE, ITS AFFILIATES, OR ITS EMPLOYEES.** You agree to promptly develop internal procedures to limit such risk, which procedures will include, as of the effective date of this Agreement, at a minimum: (A) notifying Computershare immediately when any new person becomes an Authorized User or when any existing Authorized User stops being an Authorized User; and (B) keeping secure and protecting the confidentiality of your Security Credentials.

4. **Financial Information.** Financial market data, quotes, news, research, and other financial information developed or provided by third parties and transmitted to Computershare (collectively, "**Financial Information**") may be available to you through TrustConnect. The availability of any Financial Information or any other information or data at TrustConnect is not a recommendation by Computershare or any Affiliate that any particular Service or transaction is suitable or appropriate for you or that you should receive or in any way use any Service. Neither Computershare nor any Affiliate guarantees the accuracy, completeness, timeliness, or correct sequencing of any Financial Information, nor are they in any way responsible for the actions, errors, or omissions of the third parties developing or transmitting any Financial Information or for any decision made or action taken by you in reliance upon any Financial Information.

5. **Use of Certain Software to Access TrustConnect.** In using TrustConnect, you may be sending or receiving information, materials, content or other data to or from Computershare and Affiliates through the Internet. You acknowledge that when the Internet, or any other electronic communications facility, is used to transmit or receive such data, the data may be accessed by unauthorized third parties. To reduce the likelihood of such third party access, you agree to transmit and receive such data through TrustConnect using only software (including browser software, or other means of access) that support the Secure Socket Layer (SSL) protocol (or other protocols required by or acceptable to Computershare), and to follow any Computershare procedures that support such protocols.
6. **Third Party Materials.** Certain functionality of TrustConnect and/or the Services may make available access to Third Party Materials, or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Computershare nor any Affiliate with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through TrustConnect and/or the Services at any time. In addition, the availability of any Third Party Materials through TrustConnect and/or the Services does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).
7. **Disclaimers.** NEITHER COMPUTERSHARE NOR ANY AFFILIATE WILL BE YOUR ADVISOR OR FIDUCIARY WITH RESPECT TO THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) TRUSTCONNECT, THE FINANCIAL INFORMATION, THE SERVICES AND THE THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; (B) NEITHER COMPUTERSHARE NOR ANY AFFILIATE MAKES ANY EXPRESS OR IMPLIED WARRANTY AS TO THE AVAILABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF TRUSTCONNECT, THE FINANCIAL INFORMATION, THE THIRD PARTY MATERIALS, OR THE SERVICES; AND (C) NEITHER COMPUTERSHARE NOR ANY AFFILIATE MAKES ANY OTHER WARRANTY, PROMISE, COMMITMENT, GUARANTEE, OR REPRESENTATION (INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT OR TITLE) WITH RESPECT TO TRUSTCONNECT, THE FINANCIAL INFORMATION, THE THIRD PARTY MATERIALS, OR THE SERVICES, EXCEPT THOSE WARRANTIES, PROMISES, COMMITMENTS, GUARANTEES, OR REPRESENTATIONS SPECIFICALLY STATED IN THE SERVICE TERMS. Nothing herein shall be construed as limiting or reducing Computershare and its Affiliates' responsibilities to you in accordance with applicable laws and regulations.
8. **Indemnification.** To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Computershare and our Affiliates, and each of our respective officers, directors, agents, partners, and employees (individually and collectively, the "**Computershare Parties**") from and against any losses, liabilities, damages, expenses, judgments, fees, or costs arising out of or related to any demands, suits, allegations, proceedings or other claims ("**Claims**") violation or alleged violation by you or any Authorized User of (a) this Agreement or the User Terms; (b) any applicable law, rule, or regulation. You will promptly notify Computershare of any third-party Claims, cooperate with Computershare Parties in defending such Claims, and pay all fees, costs, and expenses associated with defending such Claims. The Computershare Parties will have control of the defense or settlement, at Computershare's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Computershare or the other Computershare Parties. The indemnification rights set forth herein include, without limitation, any and all disputes between you and Computershare, in any

way arising out of or relating to this Agreement. Moreover, Computershare's rights to indemnification include, without limitation, all attorneys' fees, costs, and/or expenses incurred in enforcing or establishing the right to the indemnification hereunder and/or pursuant to any applicable statute.

9. **Limitation of Liability.** NEITHER COMPUTERSHARE NOR ANY AFFILIATE WILL BE LIABLE TO YOU FOR ANY DIRECT DAMAGES OR LOSSES SUFFERED OR INCURRED BY YOU IN CONNECTION WITH TRUSTCONNECT, ANY SERVICE, ANY FINANCIAL INFORMATION, ANY THIRD PARTY MATERIALS, ANY OTHER INFORMATION YOU RECEIVE THROUGH TRUSTCONNECT, OR ANY FAILURE TO PROVIDE, OR DELAY IN PROVIDING, ACCESS TO TRUSTCONNECT, ANY SERVICE, ANY THIRD PARTY MATERIALS, OR ANY FINANCIAL INFORMATION, EXCEPT TO THE EXTENT SUCH DAMAGES OR LOSSES ARISE DIRECTLY FROM THE ESTABLISHED NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPUTERSHARE OR AN AFFILIATE. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR ANY SERVICE TERMS TO THE CONTRARY, IN NO EVENT WILL COMPUTERSHARE OR ANY AFFILIATE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OR LOSSES, OR BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OR INJURY TO REPUTATION, OR LOSS OF ANTICIPATED SAVINGS, WHETHER ANY CLAIM FOR SUCH DAMAGES OR LOSSES IS BASED ON TORT OR CONTRACT OR WHETHER COMPUTERSHARE OR ANY AFFILIATE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCE AND REGARDLESS OF THE FORM OF THE CLAIM OR ACTION. THE TOTAL LIABILITY OF COMPUTERSHARE AND ITS AFFILIATES FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TRUSTCONNECT, REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO FIVE HUNDRED DOLLARS (\$500.00).
10. **Restricting or Terminating Access to TrustConnect.** This Agreement is effective until terminated. Computershare may terminate this Agreement or terminate or suspend your (including your Authorized User's) access to TrustConnect by providing you with thirty (30) days prior written notice. However, Services may be terminated or suspended earlier in accordance with the Service Terms. In the event Computershare believes you or your Authorized User's use of TrustConnect or any Service (a) violates any provision of this Agreement, the User Terms, or the Service Terms, (b) is not permitted by applicable law, rule or regulation, (c) is not authorized by you or any third party whose authorization we believe is necessary, or (d) should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance), Computershare may immediately and without notice terminate or suspend your or the Authorized User's access to TrustConnect or the applicable Service. You may terminate this Agreement by providing us written notice of your intent to terminate this Agreement. Neither Computershare nor any Affiliate shall have liability to you or any Authorized User for any losses or damages you may suffer or incur as a result of (i) any termination of this Agreement or (ii) inability to access TrustConnect or any applicable Service.
11. **Effect of Termination.** Upon any termination of this Agreement, your right to use TrustConnect will immediately cease, and Computershare may, without liability to you or any third party, immediately deactivate or delete your Security Credentials, and all associated materials, without any obligation to provide any further access to such materials. The first two introductory paragraphs and Sections 3(b) and 6–15 of this Agreement shall survive any expiration or termination of this Agreement.
12. **Confidential Information.** This Agreement, the Service Terms, each Service, and any user guide applicable to TrustConnect or a Service constitute our or our vendor's confidential information ("**Confidential Information**"), and you will not acquire any interest in or rights to the Confidential Information as a result of your use of TrustConnect or any Service. Further, you agree to: (a) maintain the confidentiality of the Confidential Information; (b) not disclose, transfer, sublicense, or otherwise make available Confidential Information to any person or entity other than your employees who have a need to use the Confidential Information in connection with TrustConnect or a Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information. You will notify us immediately if you know or suspect that there has been any unauthorized disclosure, possession, use, or knowledge (each, an "**Unauthorized Use**") of any Confidential Information. If you, your employees, or your agents are responsible for the Unauthorized Use, you will, at your expense, promptly

take all actions, including, without limitation, initiating court proceedings to recover possession or prevent further Unauthorized Use of the Confidential Information and to obtain redress for any injury caused to Computershare as a result of such Unauthorized Use.

13. **Amendments.** Computershare may amend this Agreement from time to time by notifying you of such changes by any reasonable means, including by sending an email. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. The "*Last updated*" date above indicates when this Agreement was last changed. Your (or any Authorized User's) use of TrustConnect following any changes to this Agreement will constitute your acceptance of such changes.
14. **Injunctive Relief.** You acknowledge that the Services, and Confidential Information, contain valuable trade secrets and proprietary information of Computershare, and that any actual or threatened breach of this Agreement (including Section 12) shall constitute immediate, irreparable harm to Computershare for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.
15. **Miscellaneous.** Your rights and obligations and the rights and obligations of Computershare and Affiliates under this Agreement will be governed by and subject to the laws of the State of New York. You consent to exclusive jurisdiction and venue in the federal and state courts located in the Borough of Manhattan, New York. Neither Computershare nor any Affiliate shall be deemed to have waived any of its rights under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of Computershare or such Affiliate. No delay, extension of time, compromise, or other indulgence which may occur or be granted from time to time by Computershare or any Affiliate under this Agreement shall impair the rights of Computershare or any Affiliate under this Agreement. You may not assign or transfer your rights or obligations under this Agreement, whether by operation of law, asset purchase, merger, or other corporate reorganization, or any other method, without Computershare's prior written consent. Computershare may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the remaining provisions will in no way be affected or impaired thereby. In any action or suit to enforce or to interpret this Agreement, the prevailing party is entitled to recover its costs, including reasonable attorneys' fees. This Agreement and the User Terms set forth the exclusive and entire agreement between Computershare, the Affiliates, and you with respect to your use of TrustConnect. Any prior agreements, representations, statements, negotiations, undertakings, promises, or conditions, whether oral or written, with respect to your use of TrustConnect which conflict with the provisions in this Agreement are superseded by this Agreement.

Annex 2

Service Agreement Account Information Service

Last Updated: May 2023

Your access to and use of the Account Information Service (the "**Service**") through the TrustConnect™ platform (together with any materials and services available therein, "**TrustConnect**") provided by Computershare Trust Company, N.A., Computershare Delaware Trust Company, or their applicable Affiliates ("**Computershare**" or "**we**" or "**us**" or "**our**") is governed by both the TrustConnect™ Online Access Agreement (the "**Online Access Agreement**") and this Service Agreement (the "**Service Agreement**", together with the "Online Access Agreement", the "**Agreement**"). Nothing in this Service Agreement limits any of Computershare's rights under the Online Access Agreement or the TrustConnect™ Terms and Conditions, available at www.trustconnect.computershare.com/terms (the "**User Terms**"). In this Service Agreement, the words "**you**" and "**your**" refer to the company or business entity using the Service, or on behalf of whom the Service is used. The term "**Affiliate**" means any present or future company that controls, is controlled by, or is under common control with Computershare Trust Company, N.A.

This Service Agreement becomes binding and effective on you and Computershare upon the earlier of (a) when you enroll in the Service (including by clicking "I agree" below) , (b) when you access or use the Service, or (c) when you sign and return to Computershare a Computershare order form, or other Computershare-approved document that incorporates this Service Agreement (the "Consent"). You represent and warrant that (A) the person (i) enrolling in, accessing or, using the Service or (ii) executing the Consent is duly authorized to enter into this Service Agreement on your behalf; and (B) this Service Agreement is a legal and binding obligation upon you, enforceable in accordance with its terms. You acknowledge and agree that any use of the Service by you or any person that you authorize to access or use TrustConnect on your behalf (each, an "**Authorized User**") must adhere to the terms of this Service Agreement.

1. Account Information Service Description.

Account Activity. If you elect the Account Activity feature of the Service, then, solely as permitted in the Agreement and the User Terms, you and your Authorized Users may access your cash, asset, and transaction information as follows:

- (a) Trust account information as of the close of the previous business day.
- (b) Settlement date cash and asset position information for the prior eighteen months.
- (c) Transaction history for up to eighteen prior months.
- (d) Pending transaction information as of the current business day for up to 45 subsequent calendar days.
- (e) Your information may be sorted and selected in several combinations to view online, print, or export in a variety of output formats.

Account Statements. If you elect the Account Statements feature of the Service, then, solely as permitted in the Agreement and the User Terms, you and your Authorized Users may access your account statement information as follows:

- (a) Trust account statements as of the close of the period described for up to eighteen prior months.

2. Access.

Access to and use of the Service for all purposes is controlled by means of (a) one or more authorization codes that Computershare shall designate to your Authorized Users or (b) other methods we may provide to access the Services ("**Security Credentials**"). If you enroll in the Service, you acknowledge and agree that each individual that you have indicated to us as an Authorized User for the Service may use the Service on your behalf unless and until we have revoked their Security Credentials or access to the Service.

3. Securities Pricing and Characteristics Databases.

Computershare has separately licensed from third parties (the "**Licensors**") various securities pricing and characteristic databases (referred to as the "**Securities Pricing and Characteristic Databases**") for its use in delivering the Service. You agree that the security pricing information contained in the Securities Pricing and Characteristic Databases is provided solely for your use in connection with the

Service and is not provided for any other use or manipulation by you, including the sale of such security pricing information to third parties. The Securities Pricing and Characteristic Databases (a) constitute "**Third-Party Materials**" and "**Confidential Information**", as each are defined in the Online Access Agreement, and (b) shall at all times be the property of the Licensors, and nothing in this Service Agreement shall be deemed a transfer of or create an ownership interest in the Securities Pricing and Characteristic Databases. Certain Third-Party Materials may be subject to additional terms and conditions, including as set forth in Exhibit A attached hereto.

4. **Entire Agreement.** The Agreement and any related addendum expressly agreed to by you shall constitute the sole agreement among you and Computershare regarding use of the Service. Any prior agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to the Service which conflict with the provisions in this Service Agreement are superseded by this Service Agreement.

5. **Waivers.** Computershare shall not be deemed to have waived any of its rights or powers under this Service Agreement unless such waiver is in writing and signed by an authorized representative of Computershare. No delay, extension of time, compromise, or other indulgence which may occur or be granted from time to time by Computershare shall impair the rights or powers of Computershare under this Service Agreement.

6. **Amendments.** Computershare may amend this Service Agreement from time to time by notifying you of such changes by any reasonable means, including by sending you an email, or by posting notice of the amendments on TrustConnect. Any such changes will not apply to any dispute between you and Computershare arising prior to the date on which Computershare posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. Your use of the Service following any amendments to this Service Agreement will constitute your acceptance of such changes. The "Last Updated" legend above indicates when this Service Agreement was last changed. Computershare may, at any time and without liability, modify, suspend, or discontinue all or part of the Service (including, without limitation, the availability of any feature or information and the means through which the Service may be accessed); charge, modify or waive any fees required to use the Service; or offer opportunities to some or all Service users.

7. **Assignment.** You may not assign or transfer your rights or obligations under this Service Agreement, whether by operation of law, asset purchase, merger, or other corporate reorganization, or any other method, without Computershare's prior written consent. Computershare may assign, transfer or sublicense any or all of our rights or obligations under this Service Agreement without restriction.

8. **Termination.** This Service Agreement is effective until terminated. Computershare may immediately terminate this Service Agreement or terminate or suspend your (including your Authorized Users') access to the Service (in whole or in part) by providing you written notice. In the event Computershare or an Affiliate has reasonable belief that (a) you or any Authorized User have violated any provision of the Agreement or the User Terms, (b) you request termination of access, or (c) termination is necessary for the protection of you or your Authorized User or the protection of Computershare or any Affiliate, Computershare may terminate or suspend your access to the Service, without notice. You may terminate this Service Agreement by providing us written notice of your intent to terminate this Service Agreement. Neither Computershare nor any Affiliate shall have liability to you or your Authorized Users for any losses or damages you may suffer or incur as a result of your inability to access the Service.

9. **Effect of Termination.** Upon termination of this Service Agreement, all of your rights to use the Service (including the Securities Pricing and Characteristic Databases and related documentation) will cease. You shall promptly discontinue your use of the Service and your access to the Securities Pricing and Characteristic Databases and any other software products provided under this Service Agreement and shall return the related documentation and software products and all copies thereof to Computershare.

10. **Governing Law.** Your rights and obligations and the rights and obligations of Computershare and Affiliates under this Service Agreement will be governed by and subject to the laws of the State of New York, without regard to its principles of conflicts of law, and regardless of your location. You consent to exclusive jurisdiction and venue in the federal and state courts located in the Borough of Manhattan, New York.

11. **Severability.** If any provision of either this Service Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Service Agreement in all jurisdictions, shall not in any way be affected or impaired.

Exhibit A
Additional Terms and Conditions

If you access or otherwise use the CUSIP databases or any numbers, information, materials, or data contained therein (collectively, the "**CUSIP Data**"), the following terms and conditions apply to such access and use:

1. **CUSIP Data.** You agree and acknowledge that the CUSIP Data is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services ("**CGS**") and the American Bankers Association ("**ABA**"), and that no proprietary rights are being transferred to you in such materials or in any of the information contained therein. Any use by you outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. You agree that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, you agree that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.
2. **Restrictions.** You agree that you shall not publish or distribute in any medium the CUSIP Data or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. You further agree that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CGS.
3. **Download and Redistribution.** You agree: (a) you shall be issued a unique password to access the CUSIP Data and shall not transfer or share such password; (b) you may download the CUSIP Data to a desktop-computing device used solely for your individual use and not for any centralized, interdepartmental or shared use; (c) once downloaded to your desktop/computing device, the CUSIP Data must remain on such desktop/computing device and may not be uploaded, copied, transferred to, stored or managed in any other desktop/computing device, including that of any other person, or any device, directory, database or other repository that is shared or can be accessed by others (e.g., the download functionality may not be used to populate master security databases); and (d) you may download the CUSIP Data only as a convenience in connection with your use of the Services and not as an alternative to obtaining the CUSIP Data from and/or pursuant to an agreement with CGS.
4. **Disclaimer.** NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATA. ALL SUCH MATERIALS ARE PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY YOU FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.
5. **Survival.** You agree that the foregoing terms and conditions in this Exhibit A shall survive termination of your right of access to the materials identified above.

Security Procedure Agreement

This Security Procedure Agreement (this "Agreement") is entered into as of November 1, 2023, by and between Computershare Trust Company, National Association, ("Computershare") and Riverwood Estates Community Development District (the "Undersigned").

- Purpose of this Agreement:** Computershare has entered into one or more transactions identified on Exhibit A to this Agreement, as it may from time to time be amended (each individually referred to as a "Transaction"). Under the terms of the governing documents for each Transaction, the Undersigned is authorized to instruct Computershare regarding the withdrawal, transfer and disbursement of funds held with Computershare in connection with such Transaction (an "Instruction"). Computershare and the Undersigned wish to establish the procedure(s) that will be used by Computershare to authenticate that Instructions received in the name of the Undersigned are, in fact, authorized by the Undersigned.
- Use of Security Procedure to Confirm Instructions:** When Computershare receives an Instruction in the name of the Undersigned that is not given to Computershare in person by a representative of the Undersigned, Computershare shall confirm that the Instruction is authorized by the Undersigned by means of the security procedure set forth in this Agreement.
- Revisions and Rescissions:** The security procedure specified in this Agreement may be revised or rescinded only by a writing signed by an authorized representative of the Undersigned. Such revisions or rescissions shall be effective only after actual receipt by Computershare and following such period of time as may be necessary to afford Computershare a reasonable opportunity to act on it. If a written notice of a revision or rescission is delivered to Computershare by a person that is a successor-in-interest to the Undersigned, such document shall be accompanied by additional documentation satisfactory to Computershare showing that such person has succeeded to the rights and responsibilities of the Undersigned under the applicable governing documents related to the Transaction.
- Inability to Confirm Instructions:** The Undersigned understands that Computershare's inability to confirm an Instruction pursuant to the security procedure selected by the Undersigned may result in a delay or failure to act on that Instruction, and the Undersigned agrees that Computershare need not treat an Instruction as having been received until Computershare has authenticated it pursuant to the agreed upon security procedure.
- Determination of Security Procedure Suitability:** The Undersigned has reviewed each of the security procedures identified in this Agreement and has determined that the option checked in Section 9 of this Agreement best meets its requirements; given the size, type and frequency of the Instructions it will issue to Computershare. By selecting the security procedure specified in Section 9 of this Agreement, the Undersigned acknowledges that it has elected to not use the other security procedures described below and agrees to be bound by any Instruction, whether or not authorized, issued in its name and accepted by Computershare in compliance with the particular security procedure chosen by the Undersigned.
- Notice - Security Procedure Not Used to Detect Errors; Reliance on Numbers:** The security procedure selected by the Undersigned will not be used to detect errors in the Instructions given by the Undersigned. If an Instruction describes the beneficiary of the payment inaccurately by name and/or account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If an Instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that the Undersigned take such steps as it deems prudent to ensure that there are no such inconsistencies in the Instructions it sends to Computershare.
- Persons Authorized to Instruct Computershare:** The following persons are authorized by the Undersigned to provide Instructions to Computershare in the manner authorized by the Transaction governing documents:

Name	Title	Phone number	Email address	Specimen signature
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8. Persons Authorized to Confirm Instructions: The following persons are authorized by the Undersigned to confirm Instructions to Computershare:

Name	Title	Phone number	Email address

9. Security Procedure:
Select one option –

- Option 1: Confirmation by telephone call-back. Computershare shall confirm Instructions by telephone call-back to a person at the telephone number designated in Section 8, above. The person confirming the Instruction shall be a person other than the person from whom the Instruction was received, unless only one person is designated in both Sections 7 and 8, above.
- (Select box, if applicable) If Computershare is unable to obtain confirmation by telephone call-back, Computershare may, at its discretion, confirm by email, as described in Option 2.
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- Option 2: Confirmation by email. Computershare shall confirm Instructions by email to a person at the email address specified for such person in Section 8, above. The person confirming the Instruction shall be a person other than the person from whom the Instruction was received, unless only one person is designated in both Sections 7 and 8, above. The Undersigned understands the risks associated with communicating sensitive matters, including time sensitive matters, by email. The Undersigned further acknowledges that Instructions and data sent by email may be less confidential or secure than Instructions or data transmitted by other methods. Computershare shall not be liable for any loss of the confidentiality of Instructions and data prior to receipt by Computershare.
- (Select box, if applicable) If Computershare is unable to obtain confirmation by email, Computershare may, at its discretion, confirm by telephone callback, as described in Option 1.
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- Option 3: Delivery of Instructions by password protected file transfer system only - no confirmation. Computershare offers the option to deliver Instructions through a password protected file transfer system. If the Undersigned wishes to use the password protected file transfer system, further information will be provided by Computershare. If the Undersigned selects this Option 3, he or she agrees that no further confirmation of Instructions will be performed by Computershare.
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- Option 4: Delivery of Instructions by password protected file transfer system with confirmation. Same as Option 3 above, but Computershare shall confirm Instructions by (must check at least one, may check both):
- Telephone call-back
 - Email to a person
- At the telephone number or email address designated in Section 8, above. By selecting a box in the prior

sentence, the Undersigned shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2, above.

In witness whereof, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on this date, duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Agreed to and accepted by:

Agreed to and accepted by:

Riverwood Estates Community Development District

Computershare Trust Company, National Association

(the "Undersigned")

By:

By:

Name:

Name:

Title:

Title:

Exhibit A

List of transactions to which this Agreement applies, as defined in the Agreement to which the Exhibit A is attached.

RIVERWOODAB

Certificate of Authorized Signers - Entity



Riverwood Estates Community Development District

The undersigned, _____, of Riverwood Estates Community Development District hereby certifies that the following named officers or individuals are duly appointed, qualified, and acting in the capacity set forth opposite his or her name, and the following signature is a true and genuine specimen signature of said officer or individual.

Name	Title	Signature

Such officers or individuals of Riverwood Estates Community Development District, are hereby authorized to furnish Computershare Corporate Trust with directions relating to any matter concerning any and all accounts which Riverwood Estates Community Development District may have with the Computershare Corporate Trust. Upon execution and completion, this certificate shall become the governing certificate of authorized signers on behalf of Riverwood Estates Community Development District, and this certificate shall replace all prior certificates of authorized signers which Riverwood Estates Community Development District has previously provided to Computershare Corporate Trust, and all such previous certificates of authority shall be deemed null and void.

In witness whereof, the undersigned has caused this certificate of authorized signers to be executed by its officer duly authorized this _____ day of _____, 20____.

Riverwood Estates Community Development District

By:

Name:

Title:

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

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AMENDED AND RESTATED CONTINUING DISCLOSURE AGREEMENT

This Amended and Restated Continuing Disclosure Agreement (this “Disclosure Agreement”) dated as of March 1, 2024, 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 “Builder”), Jen Tampa 10, LLC, a Florida limited liability company (the “Initial Landowner”) and Wrathell Hunt & Associates, LLC, 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 and that certain Continuing Disclosure Agreement dated as of November 1, 2023 relating to the Bonds. The Issuer, the Builder, the Initial Landowner 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 Builder, the Initial Landowner 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. Wrathell Hunt & Associates, LLC has been designated as the initial Dissemination Agent hereunder.

“District Manager” shall mean Wrathell Hunt & Associates, LLC, 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 Builder and the Initial Landowner for so long as such Builder and the Initial Landowner or their affiliates, successors or assigns (excluding residential homebuyers who are end users) are responsible for payment of at least 20% of the Assessments (the “20% test”). For as long as the Builder has a contractual right to purchase lands from the Initial Landowner within the District which are subject to the Assessments, the Builder will be treated as an Obligated Person regardless of the 20% test. Notwithstanding the foregoing, the Builder (for as long as the Builder is an Obligated Person or who is treated as an Obligated Person) assumes all reporting obligations of the Initial Landowner set forth in this Disclosure Agreement.

“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 or the Initial Landowner for as long as the Builder is providing the Quarterly Report on its behalf) 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 (15th) 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 (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) 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 and the Initial Landowner for as long as the Builder is providing the Quarterly Reports on its behalf), or the Builder 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 Initial Landowner.

(iii) The number of lots owned by the Builder.

(iv) The number of lots owned by homebuyers.

Lot Status Information

(v) The number of lots developed.

(vi) The number of lots platted.

Home Sales Status Information

(vii) The number of homes sold (but not closed) with homebuyers, during quarter.

(viii) The number of homes sold (and closed) with homebuyers, during quarter.

(ix) The total number of homes sold and closed with homebuyers (cumulative).

Material Changes/Transfers

(x) 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.

(xi) Any sale, assignment or transfer of ownership of lands by the Builder or the Initial Landowner to a third party, other than from the Builder to the Initial Landowner or from the Initial Landowner to the Builder, 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 a transfer from the Builder to the Initial Landowner or a transfer from the Initial Purchaser to the Builder (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 Builder or the Initial Landowner from its obligations hereunder except as provided herein and 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

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

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);

(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 Wrathell Hunt & Associates, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Wrathell Hunt & Associates, LLC. Wrathell Hunt & Associates, LLC, 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 the Builder or the Initial Landowner.

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 Builder 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 Builder, the Initial Landowner, 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 Roll and 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 Builder 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.** Wrathell Hunt & Associates, LLC, does not represent the Issuer as a Municipal Advisor or Securities Broker nor is Wrathell Hunt & Associates, LLC, registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell Hunt & Associates, LLC, 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: Brady Lefere
Name: Brady Lefere
Title: Chairperson, Board of Supervisors

ATTEST:
By: [Signature]
Name: Craig Wrathel
Title: Secretary

PULTE HOME COMPANY, LLC, AS BUILDER

By: [Signature]
Name: Jeffrey Deason
Title: Vice President - Land Development

WRATHELL HUNT & ASSOCIATES, LLC, and its successors and assigns, AS DISSEMINATION AGENT

By: [Signature]
Name: Craig Wrathel
Title: Managing Member

JEN TAMPA 10, LLC, AS INITIAL LANDOWNER

By: _____
Name: Matt O'Brien
Title: Vice President

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: Brady Lefere
Title: Chairperson, Board of Supervisors

ATTEST:

By: _____
Name: Jillian Minichino
Title: Assistant Secretary

PULTE HOME COMPANY, LLC, AS BUILDER

By: _____
Name: Jeffrey Deason
Title: Vice President - Land Development

WRATHELL HUNT & ASSOCIATES, LLC, and its successors and assigns, AS DISSEMINATION AGENT

By: _____
Name: _____
Title: _____

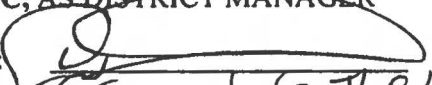
JEN TAMPA 10, LLC, AS INITIAL LANDOWNER

By: _____
Name: Matt O'Brien
Title: Vice President

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

**WRATHELL HUNT & ASSOCIATES,
LLC, AS DISTRICT MANAGER**

By: 
Name: Craig Wrathell
Title: Managing Member

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

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

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

**WRATHELL HUNT & ASSOCIATES,
LLC, 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**

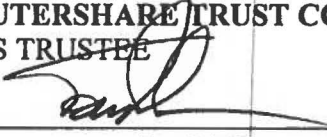
By:  _____
Name: **Tom Alderson**
Title: **Vice President**

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
Pulte Homes Company, LLC
Jen Tampa 10, LLC (not a reporting company)

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 Amended and Restated Continuing Disclosure Agreement dated March 1, 2024, by and between the Issuer, the Builder, the Initial Landowner 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: _____

WRATHELL HUNT & ASSOCIATES, LLC, as
Dissemination Agent

By: _____
Name: _____
Title: _____

cc: Issuer
Trustee

SCHEDULE A

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

1. Fund Balances

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

2. Assessment Certification and Collection Information

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

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

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.

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

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.

RIVERWOOD ESTATES

COMMUNITY DEVELOPMENT DISTRICT

7

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

Operation and Maintenance Expenditures

November 2023

For Board Approval

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

The total items being presented: **\$853.93**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Riverwood Estates Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Commerce	100043	88878	Special District Fee FY 23/24	\$ 175.00
Rizzetta & Company, Inc.	100041	INV0000084915	District Management Fees 11/23	\$ 533.33
Times Publishing Company	100042	0000303026 10/11/23	Legal Advertising 10/23	<u>\$ 145.60</u>
Report Total				<u>\$ 853.93</u>

Florida Department of Economic Opportunity, Special District Accountability Program

Fiscal Year 2023 - 2024 Special District State Fee Invoice and Profile Update

Required by sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Date Invoiced: 10/02/2023				Invoice No: 88878
Annual Fee: \$175.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/01/2023: \$175.00

STEP 1: Review the following profile and make any needed changes.

1. Special District's Name, Registered Agent's Name and Registered Office Address:

001446

Riverwood Estates Community Development District
 Mr. William Rizzetta
 3434 Colwell Avenue, Suite 200
 Tampa, Florida 33614

OCT 5 2023



- 2. Telephone:** 813-514-0400 Ext:
- 3. Fax:** 813-514-0401
- 4. Email:** brizzetta@rizzetta.com
- 5. Status:** Independent
- 6. Governing Body:** Elected
- 7. Website Address:** riverwoodestatescdd.org
- 8. County(ies):** Pasco
- 9. Special Purpose(s):** Community Development
- 10. Boundary Map on File:** 03/20/2006
- 11. Creation Document on File:** 03/20/2006
- 12. Date Established:** 02/24/2006
- 13. Creation Method:** Local Ordinance
- 14. Local Governing Authority:** Pasco County
- 15. Creation Document(s):** County Ordinance 06-01
- 16. Statutory Authority:** Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds:** Yes
- 18. Revenue Source(s):** Assessments

STEP 2: Sign and date to certify accuracy and completeness.

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

Registered Agent's Signature: William A. Rizzetta Date 11/13/23

STEP 3: Pay the annual state fee or certify eligibility for zero annual fee.

a. Pay the Annual Fee: Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Florida Department of Economic Opportunity.

b. Or, Certify Eligibility for the Zero Fee: By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **BOTH** of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

- 1. This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,
- 2. This special district is in compliance with its Fiscal Year 2023 - 2024 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2023 - 2024 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved: Denied: Reason: _____

STEP 4: Make a copy of this document for your records.

STEP 5: Mail this document and payment (if paying by check) to the Florida Department of Economic Opportunity, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to (850) 717-8430.

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

Invoice

Date	Invoice #
11/1/2023	INV0000084915

Bill To:

RIVERWOOD ESTATES CDD 4065 Crescent Park Drive Riverview FL 33578

Services for the month of	Terms	Client Number
November	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
 10/30/23

Subtotal	\$533.33
Total	\$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

Advertising Run Dates		Advertiser Name	
10/11/23		RIVERWOOD ESTATES CDD	
Billing Date	Sales Rep	Customer Account	
10/11/2023	Deirdre Bonett	123461	
Total Amount Due		Ad Number	
\$145.60		0000303026	

PAYMENT DUE UPON RECEIPT

OCT 16 2023

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
10/11/23	10/11/23	0000303026	Tampabay.com	Legals CLS	Meeting Schedule	1	2x60 L	\$145.60

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

Tampa Bay Times

tampabay.com

DEPT 3396
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Advertising Run Dates		Advertiser Name	
10/11/23		RIVERWOOD ESTATES CDD	
Billing Date	Sales Rep	Customer Account	
10/11/2023	Deirdre Bonett	123461	
Total Amount Due		Ad Number	
\$145.60		0000303026	

ADVERTISING INVOICE

Thank you for your business.

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

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

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

Tampa Bay Times
Published Daily

OCT 16 2023

STATE OF FLORIDA
COUNTY OF Pasco

} ss

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: Meeting Schedule** was published in said newspaper by print in the issues of: **10/11/23** 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.

NOTICE OF PUBLIC MEETING DATES
RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Riverwood Estates Community Development District will hold their regular monthly meetings for Fiscal Year 2023/2024 at the offices of Sunfield Homes, Inc., located at 3600 Galileo Dr., Suite 104, Trinity, FL 34655 at 10:00 a.m. on the following dates:

- October 18, 2023
- November 15, 2023
- December 20, 2023
- January 17, 2024
- February 21, 2024
- March 20, 2024
- April 17, 2024
- May 15, 2024
- June 19, 2024
- July 17, 2024
- August 21, 2024
- September 18, 2024

The meetings will be open to the public and will be conducted in accordance with the provisions of Florida Law for community development districts. A copy of the agenda for the meetings listed above may be obtained from Rizzetta and Company, Inc., 5844 Old Pasco Rd., Suite 100, Wesley Chapel, FL 33544 or at (813) 994-1001, one week prior to the meeting. There may be occasions when one or more Supervisors will participate by telephone. At the above location will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication. Any meeting may be continued to a date, time, and place approved by the Board on the record at the meeting without additional publication of notice.

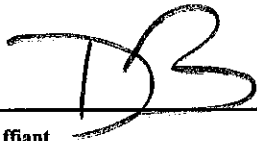
Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (813) 994-1001, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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

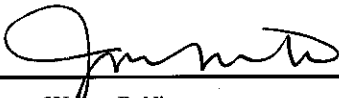
Run Date: 10-11-23

0000303026



Signature Affiant

Sworn to and subscribed before me this **10/11/2023**



Signature of Notary Public

Personally known or produced identification

Type of identification produced _____



Tampa Bay Times
Published Daily

STATE OF FLORIDA
COUNTY OF Pasco

OCT 16 2023

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Matthew Huber
District Manager

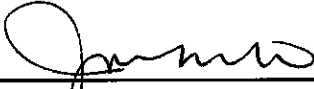
Run Date: 10-11-23

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Signature Affiant

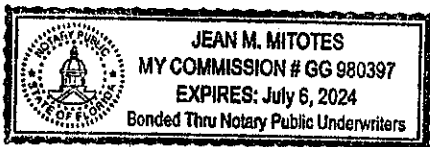
Sworn to and subscribed before me this **10/11/2023**



Signature of Notary Public

Personally known or produced identification

Type of identification produced _____



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

Operation and Maintenance Expenditures

December 2023

For Board Approval

No Operations and Maintenance Expenses were paid from December 1, 2023 through December 31, 2023. Therefore, there are no new items to present at this time.

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

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

Operation and Maintenance Expenditures

January 2024

For Board Approval

No Operations and Maintenance Expenses were paid from January 1, 2024 through January 31, 2024. Therefore, there are no new items to present at this time.

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

RIVERWOOD ESTATES
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS



Rizzetta & Company

Riverwood Estates Community Development District

**Financial Statements
(Unaudited)**

December 31, 2023

Prepared by: Rizzetta & Company, Inc.

riverwoodestatescdd.org
rizzetta.com

Riverwood Estates Community Development District

Balance Sheet

As of 12/31/2023

(In Whole Numbers)

	General Fund	Debt Service Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets					
Cash In Bank	284	0	284	0	0
Investments	0	3,686	3,687	0	0
Accounts Receivable	12,567	0	12,566	0	0
Fixed Assets	0	0	0	21,569,724	0
Amount Available in Debt Service	0	0	0	0	3,686
Amount To Be Provided Debt Service	0	0	0	0	9,386,314
Total Assets	12,851	3,686	16,537	21,569,724	9,390,000
Liabilities					
Accounts Payable	5,326	0	5,326	0	0
Accrued Expenses	3,000	0	3,000	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	9,390,000
Total Liabilities	8,326	0	8,326	0	9,390,000
Fund Equity & Other Credits					
Beginning Fund Balance	0	(26,644,826)	(26,644,826)	0	0
Investment In General Fixed Assets	0	0	0	21,569,724	0
Net Change in Fund Balance	4,525	26,648,512	26,653,037	0	0
Total Fund Equity & Other Credits	4,525	3,686	8,211	21,569,724	0
Total Liabilities & Fund Equity	12,851	3,686	16,537	21,569,724	9,390,000

Riverwood Estates Community Development District

Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Contributions & Donations from Private Sources				
Land Owner Contributions	150,064	150,064	19,052	131,012
Total Revenues	150,064	150,064	19,052	131,012
Expenditures				
Financial & Administrative				
Accounting Services	19,200	4,800	0	4,800
Administrative Services	4,200	1,050	0	1,050
Auditing Services	3,750	0	0	0
Disclosure Report	1,000	0	0	0
District Engineer	7,500	1,875	0	1,875
District Management	21,000	5,250	1,300	3,950
Dues, Licenses & Fees	175	175	175	0
Financial & Revenue Collections	3,600	900	0	900
General Liability & Property Insurance	4,889	4,889	3,389	1,500
Legal Advertising	3,113	778	491	287
Public Officials Liability Insurance	3,200	3,200	2,774	426
Trustees Fees	3,500	3,500	0	3,500
Website Hosting, Maintenance, Backup & E	2,737	1,837	1,838	0
Total Financial & Administrative	77,864	28,255	9,967	18,288
Legal Counsel				
District Counsel	30,000	7,500	4,560	2,940
Total Legal Counsel	30,000	7,500	4,560	2,940
Contingency				
Miscellaneous Contingency	42,200	10,550	0	10,550
Total Contingency	42,200	10,550	0	10,550
Total Expenditures	150,064	46,305	14,527	31,778
Total Excess of Revenues Over(Under) Expenditures	0	103,759	4,525	99,234
Fund Balance, Beginning of Period	0	0	0	0
Total Fund Balance, End of Period	0	103,759	4,525	99,234

See Notes to Unaudited Financial Statements

Riverwood Estates Community Development District

Statement of Revenues and Expenditures

As of 12/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 12/31/2023	Year To Date 12/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	48	(48)
Special Assessments				
Off Roll	0	0	22,855,627	(22,855,627)
Total Revenues	<u>0</u>	<u>0</u>	<u>22,855,675</u>	<u>(22,855,675)</u>
Expenditures				
Debt Service				
Interest	0	0	4,982,162	(4,982,163)
Total Debt Service	0	0	4,982,162	(4,982,163)
Total Expenditures	<u>0</u>	<u>0</u>	<u>4,982,162</u>	<u>(4,982,163)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>17,873,513</u>	<u>(17,873,513)</u>
Total Other Financing Sources(Uses)				
Other Costs				
Debt Cancellation	0	0	8,775,000	(8,775,000)
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>8,775,000</u>	<u>(8,775,000)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>(26,644,826)</u>	<u>26,644,826</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>3,686</u>	<u>(3,686)</u>

Riverwood Estates CDD
Investment Summary
December 31, 2023

<u>Account</u>	<u>Investment</u>	<u>Balance as of</u> <u>December 31, 2023</u>
Wells Fargo 2006B Interest	Goldman Sach Financial Square Govt Fund	\$ 58
Wells Fargo 2006A Reserve	Goldman Sach Financial Square Govt Fund	3,628
	Total Debt Service Fund Investments	<u><u>\$ 3,686</u></u>

**Riverwood Estates Community Development District
Summary A/R Ledger
From 12/01/2023 to 12/31/2023**

Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due
260, 2296						
260-001	260 General Fund	Pulte Home Com- pany, LLC	AR00001523	11510	11/28/2023	3,625.13
260-001	260 General Fund	Pulte Home Com- pany, LLC	AR00001565	11510	11/30/2023	2,275.78
260-001	260 General Fund	Pulte Home Com- pany, LLC	AR00001594	11510	12/31/2023	6,665.67
Sum for 260, 2296						12,566.58
Sum for 260						12,566.58
Sum Total						12,566.58

See Notes to Unaudited Financial Statements

**Riverwood Estates Community Development District
Summary A/P Ledger
From 12/1/2023 to 12/31/2023**

Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
260, 2296					
260 General Fund	10/31/2023	Kutak Rock, LLP	3322895	Legal Services 10/23	1,560.00
260 General Fund	10/31/2023	Kutak Rock, LLP	3298045	Legal Services 09/23	2,887.00
260 General Fund	12/01/2023	Rizzetta & Company, Inc.	INV0000085719	District Management Fees 12/23	433.33
260 General Fund	12/01/2023	Rizzetta & Company, Inc.	INV0000085719	District Management Fees 12/23	100.00
260 General Fund	11/08/2023	Times Publishing Company	0000313963	11/08/23 Legal Advertising 11/23	102.40
260 General Fund	11/08/2023	Times Publishing Company	0000315704	11/08/23 Legal Advertising 11/23	102.40
260 General Fund	12/06/2023	Times Publishing Company	0000318081	12/06/23 Legal Advertising 12/23	140.80
Sum for 260, 2296					5,325.93
Sum for 260					5,325.93
Sum Total					5,325.93

Riverwood Estates Community Development District
Notes to Unaudited Financial Statements
December 31, 2023

Balance Sheet

1. Trust statement activity has been recorded through 12/31/23.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.

RIVERWOOD ESTATES
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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 **Wednesday, December 13, 2023, at 9:06 a.m.** at the offices of Rizzetta & Company, Inc., 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum were:

Brady Lefere	Board Supervisor, Chairman
Matt O'Brien	Board Supervisor, Vice Chairman
Alec Morris	Board Supervisor, Assistant Secretary
Patricia Buck	Board Supervisor, Assistant Secretary

Also present were:

Matthew Huber	District Manager, Rizzetta & Company
Wesley Elias	District Manager, Rizzetta & Company
Wes Haber	District Counsel, Kutak Rock (by phone)
Ray Aponte	Representative of Pulte Homes

Audience	No Audience
----------	--------------------

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Huber called the meeting to order at 9:06 a.m. and confirmed a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience members present.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-03, Amending Fiscal Year 2023/2024 Budget

Mr. Huber presented Resolution 2024-03, Amending Fiscal Year 2023/2024 Budget. Mr. Lefere inquired if an amendment can be made at later date as the development may consider landscaping in the future.

On a Motion by Mr. Lefere, and seconded by Mr. Morris, with all in favor, the Board of Supervisors approved Resolution 2024-03, Amending Fiscal Year 2023/2024 Budget for the Riverwood Estates Community Development District.

Board of Supervisors appointed Mr. Ray Aponte to the vacant Seat.

On a Motion by Mr. Lefere and seconded by Mr. Morris, all in favor, the Board of Supervisors appointed Mr. Ray Aponte to the vacant seat on the Board of Supervisors for the Riverwood Estates Community Development District

FOURTH ORDER OF BUSINESS

Consideration of Revised Funding Agreement For Fiscal Year 2023/2024

A discussion was held regarding the revised fiscal year 2023/2024 Funding Agreement.

On a Motion by Mr. Lefere, and seconded by Mr. Morris, with all in favor, the Board of Supervisors approved the Revised Fiscal Year 2023/2024 Funding Agreement 2023/2024 as discussed for the Riverwood Estates Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-04, Revising Remainder of Fiscal Year 2023/2024 Meeting Schedule

Mr. Huber presented Resolution 2024004, Revising the Remainder of the Fiscal Year 2023/2024 meeting schedule.

On a Motion by Mr. Lefere, and seconded by Mr. Morris, with all in favor, the Board of Supervisors approved Resolution 2024-04, Revising the Remainder of the Fiscal Year 2023/2024 Meeting Schedule for the Riverwood Estates Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of DTS Software Licensing Agreement

Mr. Huber presented the licensing agreement. He stated that the annual license fee would be as follows: \$1500 per annum per bond issuance, not to exceed \$5,000 per annum for all bond issuances to be issued by the district.

On a Motion by Mr. Lefere, and seconded by Mr. Morris with all in favor, the Board of Supervisors approved the consideration of DTS EMMA Filing Assistance Service License Agreement for the Riverwood Estates Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors Meeting held

on November 17, 2023

Mr. Huber presented the November 17, 2023 meeting minutes. Ms. Buck mentioned that Debbie Orsi's resignation was not included in the meeting minutes.

On a Motion by Mr. Lefere, and seconded by Mr. Morris, with all in favor, the Board of Supervisors approved the November 17, 2023 meeting minutes as amended, for the Riverwood Estates Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures for
October 2023**

Mr. Huber presented the October 2023 Operation and Maintenance Expenditures He stated that the total \$8,544,83

On a Motion by Mr. Lefere, and seconded by Mr. Morris, all in favor, the Board of Supervisors approved the October 2023 Operation and Maintenance Expenditures as presented for the Riverwood Estates Community Development District.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report.

B. District Engineer

No report.

C. District Manager

Mr. Huber stated the next regular meeting is scheduled for January 17, 2024 at 9:00am held at the office of Rizzetta & Company, located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL, 33544.

TENTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

Alec Morris resigned from Seat #3 from the Board of Supervisors.

On a Motion by Mr. O'Brien, and seconded by Mr. Aponte, all in favor, the Board of Supervisors accepted the resignation of Alec Morris from seat 3 on the Board for the Riverwood Estates Community Development District.

On a Motion by Mr. Aponte and seconded by Mr. Lefere, all in favor, the Board of Supervisors appointed Jenna Walters to seat #3 on the Board of Supervisors for the Riverwood Estates Community Development District.

ELEVENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Lefere, and seconded by Mr. Aponte, with all in favor, the Board of Supervisors adjourned the meeting at 9:18 a.m. for the Riverwood Estates Community Development District

Secretary/Assistant Secretary

Chairman/ Vice Chairman