

HARMONY WEST

COMMUNITY DEVELOPMENT

DISTRICT

May 18, 2023

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Harmony West 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

May 11, 2023

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Board of Supervisors
Harmony West Community Development District

Dear Board Members:

The Board of Supervisors of the Harmony West Community Development District will hold a Regular Meeting on May 18, 2023 at 10:30 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-09, Approving the Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2023-10, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
5. Discussion: Tract Conveyances
6. Consideration of Amendment to Purchase and Sale Agreement Phase 2B
7. Acceptance of Unaudited Financial Statements as of March 31, 2023
8. Approval of April 20, 2023 Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Poulos & Bennett, LLC*
 - C. Field Operations Manager: *Association Solutions of Central Florida, Inc.*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 672 Registered Voters in District as of April 15, 2023

- NEXT MEETING DATE: June 15, 2023 at 10:30 AM

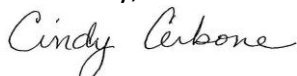
- QUORUM CHECK

SEAT 1	ROBYN BRONSON	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	CHRIS TYREE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	WILLIAM FIFE	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	JOHN WIGGINS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	ROGER VAN AUKER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

10. Board Members' Comments/Requests
11. Public Comment
12. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Daniel Rom at (561) 909-7930.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS & STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT CODE: 528 064 2804

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2023-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Harmony West Community Development District (“**District**”) prior to June 15, 2023, the proposed operating budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

1. APPROVING PROPOSED BUDGET. The operating budget proposed by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. SETTING HEARING. The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: _____
LOCATION: Johnston’s Surveying, Inc.
900 Cross Prairie Parkway Lane
Kissimmee, Florida 34744

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

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

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED this 18th day of May, 2023.

ATTEST:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A: Fiscal Year 2023/2024 Budget

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

Description	Page Number(s)
General fund budget	1 - 2
Definitions of general fund expenditures	3 - 4
Debt service fund budget - Series 2018	5
Amortization table - Series 2018	6 - 7
Debt service fund budget - Series 2023	8
Amortization table - Series 2023	9 - 10
Assessment Summary	11

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 538,079				\$ 879,594
Allowable discounts (4%)	(21,523)				(35,184)
Assessment levy: on-roll - net	516,556	\$513,604	\$ 2,952	\$ 516,556	844,410
Assessment levy: off-roll	272,210	68,053	102,998	171,051	60,653
Lot closings	-	101,159	-	101,159	-
Buck Lake management & consulting-cost share	2,175	-	395	395	875
Buck Lake maintenance-cost share	7,200	-	7,200	7,200	7,200
Dock applications	-	-	500	500	500
Total revenues	<u>798,141</u>	<u>682,816</u>	<u>114,045</u>	<u>796,861</u>	<u>913,638</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal - general counsel	25,000	3,315	10,000	13,315	25,000
Engineering	10,000	2,092	2,000	4,092	10,000
Audit	11,350	-	11,350	11,350	12,150
Arbitrage rebate calculation	750	-	750	750	1,000
Dissemination agent	2,000	1,000	1,000	2,000	3,000
Trustee	10,500	-	10,500	10,500	10,500
Telephone	200	100	100	200	200
Postage	500	42	458	500	500
Printing & binding	500	249	251	500	500
Legal advertising	1,200	1,023	177	1,200	1,200
Annual district filing fee	175	175	-	175	175
Insurance: GL & POL	7,661	6,863	-	6,863	7,600
Contingencies	750	-	750	750	750
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Property appraiser	83	328	-	328	328
Tax collector	10,762	10,207	555	10,762	17,592
Total professional & administrative	<u>130,346</u>	<u>50,309</u>	<u>61,891</u>	<u>112,200</u>	<u>141,660</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/2023	Total Actual & Projected	
EXPENDITURES (continued)					
Field operations and maintenance					
Field operations manager	6,000	3,000	3,000	6,000	6,000
Field operations accounting	1,750	875	875	1,750	1,750
Landscaping contract labor	310,000	78,173	222,567	300,740	300,740
Landscape consultant	12,000	-	-	-	-
Insurance: property	5,630	5,098	-	5,098	7,882
Porter services - dog park	4,920	800	4,120	4,920	5,000
Playground ADA mulch	4,000	-	-	-	4,000
Backflow prevention test	150	-	150	150	150
Irrigation maintenance/repair	7,000	8,913	5,000	13,913	10,000
Plants, shrubs & mulch	23,000	-	23,000	23,000	38,000
Annuals	44,000	6,400	6,400	12,800	44,000
Tree trimming	15,000	-	13,000	13,000	28,000
Signage	2,500	-	2,500	2,500	35,000
General maintenance	5,500	8,810	-	8,810	6,000
Fence/wall repair	4,000	-	1,000	1,000	4,000
Aquatic control - waterway	27,300	2,365	7,200	9,565	14,000
Fountain maintenance	2,000	760	1,240	2,000	8,000
Buck Lake management & consulting-cost share	3,300	290	500	790	1,750
Buck Lake maintenance-cost share	14,400	3,600	10,800	14,400	14,400
Wetland monitoring and maintenance	6,000	2,380	3,620	6,000	4,800
Electric:					
Irrigation	27,000	10,964	16,036	27,000	54,000
Street lights	28,000	17,550	22,000	39,550	56,000
Entrance signs	3,000	669	2,331	3,000	3,000
Palm tree lights	5,000	-	1,000	1,000	5,000
Fountain	12,000	18,363	20,200	38,563	60,000
Water- irrigation	35,000	4,621	30,379	35,000	60,000
Canal clean out	-	39,150	-	39,150	-
Walking trails clean out	-	4,606	-	4,606	-
Total field operations & maintenance	<u>608,450</u>	<u>217,387</u>	<u>396,918</u>	<u>570,549</u>	<u>771,472</u>
Total expenditures	<u>738,796</u>	<u>267,696</u>	<u>458,809</u>	<u>682,749</u>	<u>913,132</u>
Excess/(deficiency) of revenues over/(under) expenditures	59,345	415,120	(344,764)	114,112	506
Fund balance - beginning (unaudited)	110,328	167,928	583,048	167,928	282,040
Fund balance - ending (projected)					
Committed					
Assigned					
Playground	6,000	6,000	6,000	6,000	7,500
Sign and wall	4,000	4,000	4,000	4,000	5,000
3 months working capital	147,445	147,445	147,445	147,445	190,983
Unassigned	12,228	425,603	80,839	124,595	79,063
Fund balance - ending (projected)	<u>\$ 169,673</u>	<u>\$ 583,048</u>	<u>\$ 238,284</u>	<u>\$ 282,040</u>	<u>\$ 282,546</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC, specializes in managing Community Development Districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and operate and maintain the assets of the community. This fee is inclusive of district management and recording services; however, it has been reduced by approximately 80% for the current fiscal year due to the reduced level of activity that is anticipated.</p>	
Legal - general counsel	25,000
<p>The District's Attorney provides on-going general counsel and legal representation. As such, they are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provides service as a "local government lawyer," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.</p>	
Engineering	10,000
<p>The District's Engineer provides a broad array of engineering, consulting and construction services, which assist in the crafting of sustainable solutions for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	12,150
<p>If certain revenue or expenditure thresholds are exceeded then Florida Statutes, Chapter 218.39 requires the District to have an independent examination of its books, records and accounting procedures.</p>	
Dissemination agent	3,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Copies, agenda package items, etc.</p>	
Legal advertising	1,200
<p>The District advertises for monthly meetings, special meetings, public hearings, bidding, etc.</p>	
Annual district filing fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance: GL & POL	7,600
<p>The District carries public officials liability and general liability insurance. The limit of liability is set at \$1,000,000 for public officials liability.</p>	
Contingencies	750
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210
Tax collector	17,592
Total professional & administrative	141,660

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations and maintenance

Field operations manager	6,000
Field operations accounting	1,750
Landscaping contract labor	300,740
Basic maintenance, irrigation inspection and fertilization/pest control	
Insurance: property	7,882
Porter services - dog park	5,000
Playground ADA mulch	4,000
Backflow prevention test	150
Irrigation maintenance/repair	10,000
Plants, shrubs & mulch	38,000
Annuals	44,000
Tree trimming	28,000
Signage	35,000
General maintenance	6,000
Fence/wall repair	4,000
Aquatic control - waterway	14,000
Fountain maintenance	8,000
Buck Lake management & consulting-cost share	1,750
Buck Lake maintenance-cost share	14,400
Wetland monitoring and maintenance	4,800
Electric:	
Irrigation	54,000
Street lights	56,000
Entrance signs	3,000
Palm tree lights	5,000
Fountain	60,000
Water- irrigation	60,000
Total field operations & maintenance	<u>771,472</u>
Total expenditures	<u><u>\$ 913,132</u></u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2018
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/2023		
REVENUES					
Assessment levy: on-roll	\$ 568,598				\$ 568,598
Allowable discounts (4%)	(22,744)				(22,744)
Net assessment levy - on-roll	545,854	\$ 542,543	\$ 3,311	\$ 545,854	545,854
Interest	-	9,563	-	9,563	-
Total revenues	545,854	552,106	3,311	555,417	545,854
EXPENDITURES					
Debt service					
Principal	135,000	-	135,000	135,000	140,000
Interest	395,791	197,896	197,895	395,791	390,223
Tax collector	11,372	10,782	590	11,372	11,372
Total expenditures	542,163	208,678	333,485	542,163	541,595
Excess/(deficiency) of revenues over/(under) expenditures	3,691	343,428	(330,174)	13,254	4,259
Fund balance:					
Net increase/(decrease) in fund balance	3,691	343,428	(330,174)	13,254	4,259
Beginning fund balance (unaudited)	665,482	757,035	1,100,463	757,035	770,289
Ending fund balance (projected)	<u>\$669,173</u>	<u>\$1,100,463</u>	<u>\$ 770,289</u>	<u>\$ 770,289</u>	<u>774,548</u>
Use of fund balance:					
Debt service reserve account balance (required)					(430,093)
Interest expense - November 1, 2024					(192,224)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 152,231</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2018 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/23				195,111.25	195,111.25	7,605,000.00
05/01/24	140,000.00		4.125%	195,111.25	335,111.25	7,465,000.00
11/01/24				192,223.75	192,223.75	7,465,000.00
05/01/25	155,000.00		4.750%	192,223.75	347,223.75	7,310,000.00
11/01/25				188,542.50	188,542.50	7,310,000.00
05/01/26	160,000.00		4.750%	188,542.50	348,542.50	7,150,000.00
11/01/26				184,742.50	184,742.50	7,150,000.00
05/01/27	170,000.00		4.750%	184,742.50	354,742.50	6,980,000.00
11/01/27				180,705.00	180,705.00	6,980,000.00
05/01/28	175,000.00		4.750%	180,705.00	355,705.00	6,805,000.00
11/01/28				176,548.75	176,548.75	6,805,000.00
05/01/29	185,000.00		4.750%	176,548.75	361,548.75	6,620,000.00
11/01/29				172,155.00	172,155.00	6,620,000.00
05/01/30	195,000.00		5.100%	172,155.00	367,155.00	6,425,000.00
11/01/30				167,182.50	167,182.50	6,425,000.00
05/01/31	205,000.00		5.100%	167,182.50	372,182.50	6,220,000.00
11/01/31				161,955.00	161,955.00	6,220,000.00
05/01/32	215,000.00		5.100%	161,955.00	376,955.00	6,005,000.00
11/01/32				156,472.50	381,472.50	6,005,000.00
05/01/33	225,000.00		5.100%	156,472.50	156,472.50	5,780,000.00
11/01/33				150,735.00	390,735.00	5,780,000.00
05/01/34	240,000.00		5.100%	150,735.00	150,735.00	5,540,000.00
11/01/34				144,615.00	394,615.00	5,540,000.00
05/01/35	250,000.00		5.100%	144,615.00	144,615.00	5,290,000.00
11/01/35				138,240.00	403,240.00	5,290,000.00
05/01/36	265,000.00		5.100%	138,240.00	138,240.00	5,025,000.00
11/01/36				131,482.50	406,482.50	5,025,000.00
05/01/37	275,000.00		5.100%	131,482.50	131,482.50	4,750,000.00
11/01/37				124,470.00	414,470.00	4,750,000.00
05/01/38	290,000.00		5.100%	124,470.00	124,470.00	4,460,000.00
11/01/38				117,075.00	422,075.00	4,460,000.00
05/01/39	305,000.00		5.250%	117,075.00	117,075.00	4,155,000.00
11/01/39				109,068.75	434,068.75	4,155,000.00
05/01/40	325,000.00		5.250%	109,068.75	109,068.75	3,830,000.00
11/01/40				100,537.50	440,537.50	3,830,000.00
05/01/41	340,000.00		5.250%	100,537.50	100,537.50	3,490,000.00
11/01/41				91,612.50	451,612.50	3,490,000.00

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2018 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/42	360,000.00		5.250%	91,612.50	91,612.50	3,130,000.00
11/01/42				82,162.50	462,162.50	3,130,000.00
05/01/43	380,000.00		5.250%	82,162.50	82,162.50	2,750,000.00
11/01/43				72,187.50	472,187.50	2,750,000.00
05/01/44	400,000.00		5.250%	72,187.50	72,187.50	2,350,000.00
11/01/44				61,687.50	481,687.50	2,350,000.00
05/01/45	420,000.00		5.250%	61,687.50	61,687.50	1,930,000.00
11/01/45				50,662.50	495,662.50	1,930,000.00
05/01/46	445,000.00		5.250%	50,662.50	50,662.50	1,485,000.00
11/01/46				38,981.25	508,981.25	1,485,000.00
05/01/47	470,000.00		5.250%	38,981.25	38,981.25	1,015,000.00
11/01/47				26,643.75	521,643.75	1,015,000.00
05/01/48	495,000.00		5.250%	26,643.75	26,643.75	520,000.00
11/01/48				13,650.00	533,650.00	520,000.00
05/01/49	520,000.00		5.250%	13,650.00	7,618,650.00	-
Total	7,605,000.00			6,458,900.00	21,668,900.00	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/23	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$ -				\$ 244,614
Allowable discounts (4%)	-				(9,785)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	234,829
Assessment levy: off-roll	-		86,633	86,633	-
Total revenues	-	-	86,633	86,633	234,829
EXPENDITURES					
Debt service					
Principal	-	-	-	-	55,000
Interest	-	-	30,322	30,322	173,266
Tax collector	-	-	-	-	4,892
Cost of issuance	-	156,320	-	156,320	-
Total expenditures	-	156,320	30,322	186,642	233,158
Excess/(deficiency) of revenues over/(under) expenditures	-	(156,320)	56,311	(100,009)	1,671
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	402,236	-	402,236	-
Underwriter's discount	-	(68,700)	-	(68,700)	-
Original issue discount	-	(33,149)	-	(33,149)	-
Total other financing sources/(uses)	-	300,387	-	300,387	-
Fund balance:					
Net increase/(decrease) in fund balance	-	144,067	56,311	200,378	1,671
Beginning fund balance (unaudited)	-	-	144,067	-	200,378
Ending fund balance (projected)	\$ -	\$ 144,067	\$ 200,378	\$ 200,378	202,049
Use of fund balance:					
Debt service reserve account balance (required)					(113,746)
Interest expense - November 1, 2024					(85,499)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 2,804</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/23				86,633.13	86,633.13	3,435,000.00
05/01/24	55,000.00		4.125%	86,633.13	141,633.13	3,380,000.00
11/01/24				85,498.75	85,498.75	3,380,000.00
05/01/25	55,000.00		4.125%	85,498.75	140,498.75	3,325,000.00
11/01/25				84,364.38	84,364.38	3,325,000.00
05/01/26	60,000.00		4.125%	84,364.38	144,364.38	3,265,000.00
11/01/26				83,126.88	83,126.88	3,265,000.00
05/01/27	60,000.00		4.125%	83,126.88	143,126.88	3,205,000.00
11/01/27				81,889.38	81,889.38	3,205,000.00
05/01/28	60,000.00		4.125%	81,889.38	141,889.38	3,145,000.00
11/01/28				80,651.88	80,651.88	3,145,000.00
05/01/29	65,000.00		4.125%	80,651.88	145,651.88	3,080,000.00
11/01/29				79,311.25	79,311.25	3,080,000.00
05/01/30	70,000.00		4.125%	79,311.25	149,311.25	3,010,000.00
11/01/30				77,867.50	77,867.50	3,010,000.00
05/01/31	70,000.00		5.000%	77,867.50	147,867.50	2,940,000.00
11/01/31				76,117.50	76,117.50	2,940,000.00
05/01/32	75,000.00		5.000%	76,117.50	151,117.50	2,865,000.00
11/01/32				74,242.50	74,242.50	2,865,000.00
05/01/33	80,000.00		5.000%	74,242.50	154,242.50	2,785,000.00
11/01/33				72,242.50	72,242.50	2,785,000.00
05/01/34	85,000.00		5.000%	72,242.50	157,242.50	2,700,000.00
11/01/34				70,117.50	70,117.50	2,700,000.00
05/01/35	85,000.00		5.000%	70,117.50	155,117.50	2,615,000.00
11/01/35				67,992.50	67,992.50	2,615,000.00
05/01/36	90,000.00		5.000%	67,992.50	157,992.50	2,525,000.00
11/01/36				65,742.50	65,742.50	2,525,000.00
05/01/37	95,000.00		5.000%	65,742.50	160,742.50	2,430,000.00
11/01/37				63,367.50	63,367.50	2,430,000.00
05/01/38	100,000.00		5.000%	63,367.50	163,367.50	2,330,000.00
11/01/38				60,867.50	60,867.50	2,330,000.00
05/01/39	105,000.00		5.000%	60,867.50	165,867.50	2,225,000.00
11/01/39				58,242.50	58,242.50	2,225,000.00
05/01/40	110,000.00		5.000%	58,242.50	168,242.50	2,115,000.00
11/01/40				55,492.50	55,492.50	2,115,000.00
05/01/41	115,000.00		5.000%	55,492.50	170,492.50	2,000,000.00
11/01/41				52,617.50	52,617.50	2,000,000.00
05/01/42	125,000.00		5.000%	52,617.50	177,617.50	1,875,000.00
11/01/42				49,492.50	49,492.50	1,875,000.00
05/01/43	130,000.00		5.000%	49,492.50	179,492.50	1,745,000.00
11/01/43				46,242.50	46,242.50	1,745,000.00
05/01/44	135,000.00		5.300%	46,242.50	181,242.50	1,610,000.00
11/01/44				42,665.00	42,665.00	1,610,000.00
05/01/45	145,000.00		5.300%	42,665.00	187,665.00	1,465,000.00
11/01/45				38,822.50	38,822.50	1,465,000.00

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/46	150,000.00		5.300%	38,822.50	188,822.50	1,315,000.00
11/01/46				34,847.50	34,847.50	1,315,000.00
05/01/47	160,000.00		5.300%	34,847.50	194,847.50	1,155,000.00
11/01/47				30,607.50	30,607.50	1,155,000.00
05/01/48	170,000.00		5.300%	30,607.50	200,607.50	985,000.00
11/01/48				26,102.50	26,102.50	985,000.00
05/01/49	175,000.00		5.300%	26,102.50	201,102.50	810,000.00
11/01/49				21,465.00	21,465.00	810,000.00
05/01/50	185,000.00		5.300%	21,465.00	206,465.00	625,000.00
11/01/50				16,562.50	16,562.50	625,000.00
05/01/51	195,000.00		5.300%	16,562.50	211,562.50	430,000.00
11/01/51				11,395.00	11,395.00	430,000.00
05/01/52	210,000.00		5.300%	11,395.00	221,395.00	220,000.00
11/01/52				5,830.00	5,830.00	220,000.00
05/01/53	220,000.00		5.300%	5,830.00	225,830.00	-
Total	3,435,000.00			3,400,836.30	6,835,836.30	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

On-Roll Assessments - 2018 Bond Area					
Product/Parcel	Units	FY 2024			FY 2023
		O&M	DS	Total	Total
		Assessment per Unit	Assessment per Unit	Assessment per Unit	Assessment per Unit
SF 40'	251	\$ 1,040.94	\$ 778.64	\$ 1,819.58	\$ 1,428.61
SF 50'	297	1,040.94	973.29	2,014.23	1,623.26
SF 60'	72	1,040.94	1,167.95	2,208.89	1,817.92
Total	620				

On-Roll Assessments - 2023 Bond Area - Phases 2A & 2B					
Product/Parcel	Units	FY 2024			FY 2023
		O&M	DS	Total	Total
		Assessment per Unit	Assessment per Unit	Assessment per Unit	Assessment per Unit
SF 40'	126	\$ 1,040.94	\$ 967.70	\$ 2,008.64	\$ 817.21
SF 50'	73	1,040.94	1,182.75	2,223.69	817.21
SF 60'	26	1,040.94	1,397.80	2,438.74	817.21
Total	225				

Off-Roll Assessments - Future Bond Area - Phases 2C Through 2J					
Product/Parcel	Units	FY 2024			FY 2023
		O&M	DS	Total	Total
		Assessment per Unit	Assessment per Unit	Assessment per Unit	Assessment per Unit
SF 40'	414	\$ 65.50	\$ -	\$ 65.50	\$ 49.85
SF 50'	426	65.50	-	65.50	49.85
SF 60'	86	65.50	-	65.50	49.85
Total	926				

GRAND TOTAL **1,771**

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2023-10

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

WHEREAS, the Harmony West 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 HARMONY WEST 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 18th day of May, 2023.

ATTEST:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2023	Regular Meeting	10:30 AM
November 16, 2023	Regular Meeting	10:30 AM
December 21, 2023	Regular Meeting	10:30 AM
January 18, 2024	Regular Meeting	10:30 AM
February 15, 2024	Regular Meeting	10:30 AM
March 21, 2024	Regular Meeting	10:30 AM
April 18, 2024	Regular Meeting	10:30 AM
May 16, 2024	Regular Meeting	10:30 AM
June 20, 2024	Regular Meeting	10:30 AM
July 18, 2024	Regular Meeting	10:30 AM
August 15, 2024	Regular Meeting	10:30 AM
September 19, 2024	Regular Meeting	10:30 AM

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

6

AMENDMENT TO PURCHASE AND SALE AGREEMENT
HARMONY WEST PHASE 2B
ST. CLOUD, OSCEOLA COUNTY, FLORIDA

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “Amendment”) is made and entered into as of this ____ day of April 2023, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation (“Seller”), and **D. R. Horton, Inc.**, a Delaware corporation (“Buyer”).

RECITALS:

A. Seller and Buyer are parties to that certain Purchase and Sale Agreement locally executed on or about January 25, 2023 (the “Purchase Agreement”).

B. Seller and Buyer desire to amend the Purchase Agreement upon the terms and conditions more particularly set forth in this Amendment.

NOW, THEREFORE, in consideration of the Recitals and mutual covenants and agreements contained herein, the parties, intending to be legally bound, for themselves and their successors and assigns, agree as follows:

1. Definitions. Except as otherwise defined herein, all capitalized terms used in the Recitals and herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Permanent Utilities. Section 5.14 of the Purchase Agreement is modified to read as follows (i.e., deletions are ~~stricken~~; additions are **underlined**):

5.14. Permanent Utilities. Seller shall cause permanent underground electric power, water, cable television and telephone service (collectively, the “Permanent Utilities”) installed and available to the perimeter of each Lot on or before the Substantial Completion Date ~~or, alternatively, with respect to electricity, cable television and telephone service, have easements in place subject to the conditions in this Section, and have executed any agreements and shall have paid any fees required by the companies providing the applicable service to insure that such companies will install the physical infrastructure necessary for each Lot to be served by the Permanent Utilities.~~ If Seller fails to cause the timely installation of such Permanent Utilities as required hereby, then, without limiting Buyer’s remedies under this Contract by reason of Seller’s default, Buyer’s obligation to purchase Lots in accordance with the Closing requirements of ARTICLE IV shall abate on the remaining Lots, ~~and Buyer’s obligation to pay the Additional Consideration for any Lots shall abate until the installation and availability of such Permanent Utilities to the perimeter of each Lot.~~ This provision shall survive each Closing.

3. Permanent Utilities. Section 6.01(i) of the Purchase Agreement is modified to read as follows (i.e., deletions are ~~stricken~~; additions are **underlined**):

(i) Certification from the appropriate agency that the Lots are served by permanent underground electricity, all transformers are set, and temporary or permanent power poles for the construction of houses are available ~~and that permanent underground electricity service to the Lots will be completed and operational within one hundred twenty (120) days following Seller’s delivery of the Substantial Completion Notice;~~

4. Permanent Utilities. Section 6.01(k) of the Purchase Agreement is modified to read as follows (i.e., deletions are ~~stricken~~; additions are **underlined**):

(k) All infrastructure for electric, water, sanitary sewer, wastewater, ~~and~~ underground telephone, and cable television service is completed, and electricity, water, sanitary sewer, wastewater, telephone, and cable television service is available to each Lot, and none of the contracts or agreements with the applicable utility providers relating to the provision of any such utilities to the Lots place any additional financial burden on Buyer ~~or, alternatively, with respect to electricity, cable television, and telephone service, have easements in place subject to the conditions in this Section, and Seller shall have executed any agreements and shall have paid any fees required by the companies providing the applicable service, in accordance with Section 5.14 of this Contract, to insure that such companies will install the physical infrastructure necessary for each Lot to be served by the applicable service, and that applicable service for such utilities will be installed and available to the perimeter of each Lot within one hundred twenty (120) days following Seller's delivery of the Substantial Completion Notice, and none of the contracts or agreements with the applicable utility providers relating to the provision of any such utilities to the Lots place any additional financial burden on Buyer;~~

5. Build to Rent.

A. Subsection 3.06(a) is modified to read as follows (i.e., deletions are ~~stricken~~; additions are **underlined**):

(a) Within thirty (30) days after the Effective Date, Seller will provide Buyer with Seller's proposed Restrictive Covenants, or any proposed amendments to any existing Restrictive Covenants, for the Subdivision which shall be placed against and encumber the Lots, and Seller will cooperate with Buyer in any reasonable changes and modifications to the Restrictive Covenants requested by Buyer. Any such Restrictive Covenants shall (1) include a regular assessment against owners of lots in the Subdivision, in an amount mutually agreed to by Buyer and Seller, and which assessments shall be subject to clause (2) of this Section 3.06(a); (2) provide that Buyer (as a builder of residential homes within the Subdivision for sale to third party buyers) is obligated to pay any assessments during its ownership of any lots in the Subdivision; and (3) provide that Buyer shall not be obligated to subsidize all or any portion of the Subdivision HOA budget, which shall be and remain the obligation of Seller. If for any reason Buyer and Seller cannot reach agreement on the Restrictive Covenants during the Feasibility Period, then either Seller or Buyer may terminate this Contract, and any Earnest Money then on deposit will be returned to Buyer. **Notwithstanding the foregoing, if Buyer notifies Seller that Buyer intends to market homes constructed by Buyer on the Lots as a stand-alone single-family home rental development under Buyer's "Build to Rent" program (a "BTR Project"), Seller agrees to: (i) cause the Lots to be removed from the HOA and released from the Restrictive Covenants; and (ii) enter into a Cost Share Agreement, substantially in the form attached hereto as Exhibit "G" (the "Cost Share Agreement"), as soon as practicable and in any event not later than fifteen (15) Business Days after Buyer's notice of election to market the Lots as a BTR Project.**

B. Subsection 5.15(b) is modified to read as follows (i.e., deletions are ~~stricken~~; additions are **underlined**):

(b) Buyer acknowledges that Seller is entering into this Contract to sell finished lots to Buyer because of and in reliance upon Buyer's representations that all homes constructed by Buyer on the Lots shall be marketed for sale ~~and not marketed for rental purposes by Buyer~~ **or as a BTR Project**. Buyer shall not construct, market, or sell homes solely for rental purposes **except as set forth hereinabove** without prior written approval of Seller via an amendment to this Contract. This provision shall survive each Closing and any termination of this Contract following the Initial Closing.

C. Subsection 7.02(i) is modified to read as follows (i.e., deletions are ~~stricken~~; additions are **underlined**):

(i) All persons occupying homes constructed on the Lots shall have access to the Common Area Improvements, Amenities and other common areas owned or managed by the HOA at the same cost and level of assessments as all other homeowners in the Project **or in accordance with the Cost Share Agreement if Buyer elects to market the Lots as a BTR Project**.

D. **Exhibit "G"** attached to this Amendment is hereby incorporated into the Contract as **Exhibit "G"**.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument; provided, however, the provisions of Section 15.06(a) of the Purchase Agreement, including without limitation execution by DocuSign or similar technology, shall apply to this Amendment. This Amendment shall be deemed effective upon each party's receipt of a signed facsimile or electronic copy of this Amendment from the other party in accordance with Sections 8 and 9 below.

8. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

9. Amendment. Except as otherwise amended hereby, all of the terms and provisions of the Purchase Agreement shall remain in full force and effect. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Purchase Agreement, the terms and provisions of this Amendment will govern and prevail.

10. Buyer's Corporate Approval. Notwithstanding anything contained herein to the contrary, this Amendment shall not be a valid and enforceable obligation of Buyer unless this Amendment is executed by one of Donald R. Horton, David V. Auld, Bill W. Wheat, Michael J. Murray, Paul Romanowski or Darren Saltzberg, each officers of Buyer (the "Buyer Authorized Officers"). Such execution and approval by a Buyer Authorized Officer is referred to as "Buyer Corporate Approval". Upon obtaining such Buyer Corporate Approval, Buyer shall provide to Seller a copy of this Amendment with execution by a Buyer Authorized Officer by either fax, electronic scan and email, or other delivery method permitted in ARTICLE XIII of the Purchase Agreement.

11. Seller's Corporate Approval. Notwithstanding anything contained herein to the contrary, this Amendment shall not be a valid and enforceable obligation of Seller unless this Amendment is executed by one of Donald J. Tomnitz, Daniel C. Bartok, Mark S. Walker or James D. Allen, each officers of Seller (the "Seller Authorized Officers"). Such execution and approval by a Seller Authorized Officer is referred to as "Seller Corporate Approval". Upon obtaining such Seller Corporate Approval, Seller shall provide to Buyer a copy of this Amendment with execution by a Seller Authorized Officer by either fax, electronic scan and email, or other delivery method permitted in ARTICLE XIII of the Purchase Agreement.

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SELLER SIGNATURE PAGE TO AMENDMENT TO PURCHASE AND SALE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates set forth below.

SELLER:

Forestar (USA) Real Estate Group Inc.,
a Delaware corporation

By:  _____
Chris Tyree (Apr 20, 2023 14:16 EDT)

Name: Chris Tyree

Title: Chris tyree

Date: 04/20/2023

Executed by the undersigned Seller Authorized Officer on the date set forth below pursuant to Section 11 hereinabove.

CORPORATE APPROVAL – SELLER:

Forestar (USA) Real Estate Group Inc.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

[BUYER'S SIGNATURE ON FOLLOWING PAGE]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

BUYER SIGNATURE PAGE TO AMENDMENT TO PURCHASE AND SALE AGREEMENT

BUYER:

D. R. Horton, Inc.,
a Delaware corporation

By: 
John Auld, Division President – Orlando East

Date: 4. 27. 23

Executed by the undersigned Buyer Authorized Officer on the date set forth below pursuant to Section 10 hereinabove.

CORPORATE APPROVAL – BUYER:

D. R. Horton, Inc.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT "G"

COST SHARE AGREEMENT

PREPARED BY AND RETURN TO:

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

EASEMENT AND COST SHARING AGREEMENT

This EASEMENT AND COST SHARING AGREEMENT (this "**Agreement**") is made and entered into this ___ day of _____, 202__ ("**Effective Date**"), by and between HARMONY WEST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**"), FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("**Declarant**"), and D.R. HORTON, INC., a Delaware corporation ("**Horton**"). The Association, Declarant and Horton are sometimes individually referred to in this Agreement as a "**Party**" and may be collectively referred to as the "**Parties**."

RECITALS

A. The Association is the governing homeowners' association of the community known as "Harmony West," as more particularly described in that certain Declaration of Covenants, Conditions, Easements and Restrictions for Harmony West, recorded in Official Records Book 5448, Page 2405, of the Public Records of Osceola County ("**County**"), Florida, as may be amended and supplemented from time to time (the "**Declaration**").

B. Declarant, as the "Declarant" under the Declaration, is developing Harmony West as a residential single-family home community.

C. As of the date hereof, Declarant and Horton (collectively, Declarant and Horton, referred to herein, together with each of their respective successors and/or assigns, the "**Harmony West B2R Lot Owner(s)**"), are the owners of those certain lots legally described on **Exhibit A** attached hereto and incorporated herein (each a "**Harmony West B2R Lot**," collectively, the "**Harmony West B2R Lots**"), which Harmony West B2R Lots are within the overall Harmony West development, as such development is set forth on the plat applicable thereto, but are specifically not made subject to the Declaration in consideration of being subject to this Agreement.

D. Harmony West B2R Lots are located within the boundary of and are subject to the Harmony West Community Development District (the “**CDD**”) and will be encumbered by the applicable CDD debt service assessments and operation and maintenance assessments. Additionally, any future amendments to this Agreement or easements impacting the CDD’s real property or infrastructure will first need to be approved by the CDD’s board in writing.

E. The Harmony West B2R Lot Owner(s) intends to develop and construct a stand-alone single-family home rental development to encompass the Harmony West B2R Lots and to be operated by Harmony West B2R Lot Owner(s).

F. Pursuant to the Declaration, the Association is responsible for the management, operation and control of the “Common Areas” (as such term is defined in the Declaration) within Harmony West, including areas listed on the Phase 2B plat and the amenity areas of Harmony West (herein collectively, referred to as “**Harmony West Shared Facilities**”).

G. Subject to the terms hereof, the Association has agreed to grant the Easements as set forth herein to the Harmony West B2R Lot Owner(s), for the benefit of the Harmony West B2R Lot Owner(s), and the current and future users and occupants of residences on the Harmony West B2R Lots, and each of their respective family members, lessees, guests and invitees and their lessees’ family members, guests and invitees (collectively, “**Permittees**”), and in exchange therefor, the Harmony West B2R Lot Owner(s) has agreed to pay a “Share” of the “Shared Cost(s)” (as such terms are defined below) applicable to the Harmony West Shared Facilities to the Association, upon the terms and conditions set forth below.

H. The CDD is joining in this Agreement in order to acknowledge its consent to this Agreement and the terms and conditions hereof.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be mutually bound, do hereby declare, reserve, transfer, convey, and establish the following rights, obligations, and easements:

1. Recitals; Definitions. The foregoing recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Surface Water Management System. The Parties acknowledge and agree that Declarant has obtained an environmental resource permit from the St. Johns River Water Management District (the “**Permit**”) approving discharge of stormwater within Harmony West and which includes the Harmony West B2R Lots pursuant to a shared Surface Water Management System. The Parties acknowledge and agree the CDD is the intended operation and maintenance entity under the Permit and in that regard, the CDD is responsible for the operation and maintenance of the Surface Water Management System. The CDD shall maintain the Surface Water Management System in accordance with the requirements of the Permit. The Harmony West B2R Lot Owner(s) hereby agrees to reasonably cooperate with Declarant and the CDD to obtain any other permits and approvals necessary for development of Harmony West and construction of the Surface Water Management System, including signing all documentation or

applications reasonably necessary for Declarant to comply with the Permit or for Declarant to obtain any other required permit or approval for the development and construction of ponds, stormwater system and other infrastructure within Harmony West. Further, the CDD and the Declarant shall have an easement over any portions of the Harmony West B2R Lots necessary for purposes of access and maintenance as may be reasonably necessary for construction of the Surface Water Management System or in connection with the CDD's maintenance and operation of the Surface Water Management System in accordance with the Permit.

3. Drainage Easement. Declarant and the CDD hereby create, grant, declare and convey to the Harmony West B2R Lot Owner(s), its successors and assigns and Permittees, for the benefit of Harmony West B2R Lots, a perpetual, non-exclusive easement (the "**Harmony West B2R Lots Drainage Easement**") over, under, on, upon, through, and across the Surface Water Management System, including any drainage easement or other area of conveyance for drainage from Harmony West B2R Lots to the retention/detention and drainage easement and areas located within Harmony West, for the purpose of drainage and flowage and retaining storm and surface water from Harmony West B2R Lots in and to the portions of the Surface Water Management System within Harmony West. This Harmony West B2R Lots Drainage Easement benefits and shall be appurtenant to Harmony West B2R Lots and shall run with title to the Harmony West B2R Lots or any portion thereof.

4. Obligation for Payment of Shared Costs. The term "**Shared Costs**" as used herein shall mean and refer to the Shared Cost Schedule (attached hereto as **Exhibit B**) as well as any other costs and expenses declared to be Shared Costs hereunder. Shared Costs shall commence ("**Commencement Date**") as to each Harmony West B2R Lot upon the conveyance of such Harmony West B2R Lot to an owner other than Horton ("**Contributing B2R Lot**"), and upon such Commencement Date, such Contributing B2R Lot and the owner thereof, shall be obligated for payment to the Association (on a quarterly periodic basis unless otherwise unless otherwise agreed to by the parties hereto) for its respective Share of the Shared Costs; provided, however, except (a) as specifically permitted below for permitted improvements; or, (b) for costs related to a casualty loss not covered by insurance required to be maintained by the Association for the Harmony West Shared Facilities, the Shared Costs shall exclude any special assessments for nonrecurring expenses applicable to the Harmony West Shared Facilities.

5. Obligation for Payment of Amenity Fees. In return for the tenant of a Harmony West B2R Lot's (hereinafter the "**Tenant**" or "**Tenants**") ability to have access to the amenity more particularly described in **Exhibit B**(the "**Amenity**"), Tenants of the Harmony West B2R Lots shall be required to pay "**Amenity Fees**" which as used herein shall mean and refer to, collectively, the Amenity Fees as described herein and in the Amenity Fee Schedule as shown in **Exhibit B** attached hereto, as well as any other costs and expenses declared to be Amenity Fees hereunder. Amenity Fees shall commence as to each Harmony West B2R Lot upon the election of such Tenant's request access to the Amenity ("**Amenity Commencement Date**"), and upon such Amenity Commencement Date, such Tenant shall be obligated for payment to the Association (on a quarterly periodic basis unless otherwise unless otherwise agreed to by the parties hereto) for its Amenity Fees; provided, however, except (a) as specifically permitted below for permitted improvements; or, (b) for costs related to a casualty loss not covered by insurance required to be maintained by the Association for the Harmony West Shared Facilities, the Amenity Fees shall exclude any special assessments for nonrecurring expenses applicable to the Harmony West

Shared Facilities. Amenity Fees are subject to change based on the current operating costs of the Amenity. Harmony West B2R Lot Owner(s), or their management company shall be responsible for the collection and payment of the Amenity Fees to the Association, and providing access cards to Tenants.

6. Due Dates/Collection. The Association shall invoice (with reasonable back up therefor) each owner of a Contributing B2R Lot for its respective prorata Share of the Shared Costs and Amenity Fees by the fifteenth (15th) day of each month or upon another mutually agreed upon schedule as set forth herein. Upon the receipt of such invoice (and the required back up therefor), each owner of a Contributing B2R Lot shall pay to the Association its respective Share of the Shared Costs and Amenity Fees by the thirtieth (30th) day of each month.

7. Obligation for maintenance of Tracts OS-1, OS-2, OS-6 and Tract Alley J. From and after the conveyance of Tracts OS-1, OS-2, OS-6 and Tract Alley J (more particularly described in **Exhibit D** attached hereto and incorporated herein, and hereinafter referred to as the "**Harmony West B2R Tracts**") to the Harmony West B2R Lot Owner(s), the Harmony West B2R Lot Owner(s) shall have the obligation to maintain, repair, and replace damaged or destroyed portions of the Harmony West B2R Tracts in accordance with the "Community-Wide Standard," as defined below, and in compliance with the requirements of all governmental authorities of competent jurisdiction. The obligations set forth in this paragraph shall run with the title to the Harmony West B2R Tracts and shall bind the record title owners thereof, their respective heirs, successors, successors-in-title, legal representatives, and assigns.

8. Additional Covenants Applicable to the Harmony West B2R Lot(s) and the Owner(s) thereof. To ensure the harmony, appearance and general scheme of development of the Harmony West Community, and to preserve the values and amenities of the overall community for the benefit of all owners with an interest thereto, the Harmony West B2R Lot Owner(s) hereby agrees to the following additional covenants applicable to the Harmony West B2R Lot(s):

(a) with regard to any installation, maintenance, repair and/or operational requirements applicable to the Harmony West B2R Lot Owner(s) hereunder, and notwithstanding anything to the contrary herein contained, the Harmony West B2R Lot Owner(s) shall perform such installation, maintenance, repair and operations in accordance with the "Community-Wide Standard," as defined in below in this Agreement, and in compliance with the requirements of all governmental authorities of competent jurisdiction. As used herein, the term "Community-Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing in the Harmony West Community (as reasonably determined by the Association), and otherwise consistent with the style and form of the Harmony West Community, as originally constructed or approved by Declarant, with respect to architectural style, colors and materials.

(b) With regard to the Harmony West B2R Lots, in addition to any covenants and conditions expressly set forth herein, to also comply with and be subject to the additional architectural and maintenance guidelines as set forth on **Exhibit C** attached hereto and incorporated herein by this reference ("**Additional Architectural and Maintenance Guidelines**").

(c) For a period of time commencing on the date this Agreement is recorded in the Public Records of the County, and continuing until the twentieth (20th) anniversary of the Effective Date (the “**Restrictive Covenant Term**”), the Harmony West B2R Lot(s) shall be subject to the following additional restrictions (collectively, the “**Restrictions**”):

(i) No Harmony West B2R Lot(s) shall be occupied by the owner of such Harmony West B2R Lot(s). All Harmony West B2R Lot(s) shall be used for rental purposes only, pursuant to a bona fide, third party lease between the Harmony West B2R Lot(s) Owner and the primary occupant or occupants of such Harmony West B2R Lot(s).

(ii) Regardless of the fact that the Harmony West B2R Lot(s) are constructed on individually platted lots, no Harmony West B2R Lot(s) may be conveyed separately from all other Harmony West B2R Lot(s). The foregoing restriction on conveyances shall not prohibit the leasing of Harmony West B2R Lot(s) in accordance with subparagraph (i) immediately set forth above.

Nothing in this subsection (c) is intended to prevent ownership of all of the Harmony West B2R Lot(s) by a partnership, corporation, limited liability company, trust, or other business entity that may be established under Florida law or other applicable law (an “**Entity**”), as long as a “**Controlling Interest**” in the Entity is not vested in, owned by, or held by, directly or indirectly, or beneficially or otherwise, by any persons who are occupants of a Harmony West B2R Lot(s) pursuant to a lease in accordance with subparagraph (i) above. “**Controlling Interest**” means the possession, directly or indirectly, of more than ten percent (10%) of the ownership interest in the Entity, or if less, the power to direct or cause the direction of the management and policies of the Entity, whether through the ownership of voting securities, by contract or otherwise.

(iii) to ensure the orderly operation thereof and to preserve and protect the Harmony West community for the purposes herein intended, following the Restrictive Covenant Term and the expiration of the Restriction, no Harmony West B2R Lot(s) shall be sold, transferred, devised or assigned separately, unless prior to any such individual conveyance of any such Harmony West B2R Lot(s) all such Harmony West B2R Lot(s), collectively, are made subject to a property owners association whereby such property owners association, in lieu of the fee simple owner, shall be deemed to serve as the “Harmony West B2R Lot Owner” hereunder for all purposes and as set forth in Section 30 below).

9. Access to Books and Records. The Harmony West B2R Lot Owner(s) shall have reasonable access to the Association’s books and records with respect to the Harmony West Shared Facilities and shall be furnished a copy of the proposed Shared Costs for the next fiscal year at least thirty (30) days prior to the end of Association’s current fiscal year.

10. Default; Enforcement. In the event of a breach of any of the covenants or agreements set forth in this Agreement, either Party shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. It is agreed that in the event it becomes necessary for any Party hereto to defend or institute legal proceedings as the result of the failure of another Party hereto to comply with the terms, covenants, agreements and conditions of this Agreement, it is understood and agreed that the prevailing party

in such litigation shall be entitled to be reimbursed by the non-prevailing party for all fees and costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees and court costs incurred prior to the institution of legal proceedings and through all legal proceedings (including through appellate levels). This Agreement shall be governed by the laws of the State of Florida and venue for any action with respect to this Agreement shall be in the County.

11. Lien Rights. In addition to any rights and remedies the Association shall have hereunder to enforce its rights under this Agreement, if the Shared Costs or any other charges or costs due under this Agreement (collectively the “Costs”) are not paid on the date(s) when due, then such Costs shall become delinquent and shall, together with late charges, interest and the cost of collection, become a continuing lien on those certain Harmony West B2R Lots, and all improvements thereon, that have not paid their portion of the Costs to the Association (the “Delinquent Lots”). If any Costs are not paid within ten (10) days after delivery of notice of such failure to pay, at the option of the Association, in its sole discretion, such unpaid Costs shall bear interest at the lesser of eighteen percent (18%) per annum or the highest rate permitted by law from the date due until paid and shall be subject to an administrative late charge not greater than five percent (5%) of the amount of such unpaid installment (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided in this Section, but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each). The Association may bring an action at law against the owner(s) of the Delinquent Lots personally obligated to pay the unpaid Costs, may record a claim of lien (as evidence of its lien rights as provided for in this Section) against the Delinquent Lots, or any portion thereof and all improvements thereon, may foreclose the lien against the Delinquent Lots and all improvements thereon, or may pursue one or more of such remedies at the same time or successively. The Association shall have such other remedies for collection and enforcement of the Costs as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative. Notwithstanding anything to the contrary, neither the Association, the Harmony West B2R Lot Owner(s) or their successors or assigns shall allow or permit any lien to be recorded against any real property owned by the CDD.

12. Indemnification and Waiver. Declarant, CDD and the Association shall not be liable for, and the Harmony West B2R Lot Owner(s) hereby agrees to indemnify, defend and hold Declarant, CDD and the Association harmless from, any and all damages sustained by any “Harmony West B2R Lots Authorized User” (as defined herein) resulting from the Harmony West B2R Lots Authorized User’s use of the Access Roadways and Surface Water Management System, except for gross negligence or willful misconduct of the Declarant, the CDD or the Association, its members, manager or their agents or employees. As used in this Section, “**Harmony West B2R Lots Authorized User**” shall mean the Harmony West B2R Lot Owner(s), as such owners may change from time to time, each resident and occupant of the Harmony West B2R Lots and the Permittees. The Harmony West B2R Lot Owner(s) shall not be liable for, and the Association hereby agrees to indemnify, defend and hold each of the Harmony West B2R Lot Owner(s) harmless from, any and all damages sustained by any Harmony West B2R Lots Authorized User resulting from the gross negligence or willful misconduct of the Association, its officers, manager or their agents or employees. The indemnification and waiver provided in this Paragraph are part

of the consideration upon which this Agreement has been executed and shall survive the termination of this Agreement.

13. Insurance. Throughout the term of this Agreement, the Harmony West B2R Lot Owner(s) shall procure and maintain general liability insurance against claims for personal injury, death, or property damage occurring upon Harmony West B2R Lots or occurring with respect to any exercise of this Agreement, with single limit coverage of not less than an aggregate of One Million Dollars (\$1,000,000.00) including umbrella coverage, if any, and naming each the Declarant and the Association as additional insureds. Throughout the term of this Agreement, the Association shall procure and maintain all insurance required by the Declaration, including commercial general liability insurance coverage against claims for personal injury, death, or property damage occurring upon the Harmony West Shared Facilities and naming the Harmony West B2R Lot Owner(s) as an additional insured.

14. Reasonable Use of Easements; Reservation of Rights. Except as otherwise specifically set forth herein, the Easements granted for the benefit of Harmony West B2R Lots pursuant to this Agreement shall be used and enjoyed by the record title owner of Harmony West B2R Lots and its Permittees and assigns in such a manner so as not to unreasonably interfere with the use and quiet enjoyment of Harmony West or any portion thereof by Declarant, the Association and its members.

15. Estoppel Certificates. The Association agrees that, if requested by the owner (or any lender) of any of the Harmony West B2R Lots, it shall, within ten (10) business days of such a request, provide a certificate executed by an authorized officer of the Association or the management company of the Association certifying: (i) this Agreement remains in full force and effect without modification or amendment (or certifying any modifications or amendments to this Agreement); (ii) whether there are any unpaid Shared Costs due and the amount thereof; and (iii) whether there are any defaults known by the Association that remain uncured as of the date of the certificate or pending which could give rise to a default, if not cured.

16. Further Assurances; Cooperation. Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

17. Amendment. This Agreement contains the complete understanding and agreement of the Parties hereto, with respect to all matters referred to herein, and any and all prior representations, negotiations and understandings are superseded hereby. Except as otherwise expressly provided herein, this Agreement may not be amended, modified or terminated except in writing, executed and acknowledged by the Parties. Notwithstanding the foregoing, for so long as Declarant owns any portion of Harmony West, no amendment to this Agreement shall be effective unless such amendment receives the prior written approval of the Declarant. The Parties, however, agree to cooperate with one another if amendments to this Agreement are mandated by the County, the applicable Water Management District or other applicable governmental entity and the CDD.

18. Governing Law; Venue. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Venue with respect to any litigation and

jurisdiction for any dispute arising under this Agreement shall be exclusively in the courts located in Osceola County, Florida.

19. Effectiveness. This Agreement shall be effective upon recordation in the Public Records of Osceola County.

20. Covenants Running With Land. The benefits and burdens of each easement and the obligations of each covenant set forth in this Agreement shall run with the title to the Harmony West Shared Facilities and Harmony West B2R Lots and shall bind or benefit the record title owners thereof, their respective heirs, successors, successors-in-title, legal representatives, and assigns.

21. Property Owners Association. In the event a property owners association is formed to own and operate the Harmony West B2R Lots, or any portion thereof, the association formed thereby shall be deemed the "Harmony West B2R Lot Owner" hereunder for all purposes with respect to such Harmony West B2R Lots owned or operated by such association.

22. Interpretation. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

23. Notices. Any notice, request, demand, instruction or other communication to be given to any Party hereunder shall be in writing and shall either be (i) hand-delivered in person to the address of such recipient; (ii) sent by Federal Express or a comparable overnight delivery service; or (iii) sent by certified mail, return receipt requested, with the proper postage affixed, to the address of the Parties as provided below in accordance with the notice provisions hereof. Notice shall be deemed to have been given upon mailing of such notice. Any notice or other communication sent, delivered, or furnished under the provisions of this Agreement shall be deemed to have been received by the addressee thereof when (i) delivered in person to the address of such recipient, (ii) confirmed delivered by guaranteed overnight delivery service, or (iii) received by certified mail. Notice delivered on a Saturday, Sunday or a national holiday shall be deemed delivered on the next business day.

Association: Harmony West Homeowner's Association, Inc.
c/o _____

Attn: William Fife

Declarant: Forestar (USA) Real Estate Group, Inc.

Attn: _____

Horton: D.R. Horton, Inc.
10192 Dowden Rd.
Orlando, Florida 32832
Attn: _____

CDD: Harmony West Community Development District

Any Party to this Agreement (or its successors in title or assigns) may change its address for purpose of notices permitted or required under this Agreement by providing the other Parties with notice of a change of address in accordance with this Section, and no formal amendment to this Agreement will be required to effectuate such a change in address.

24. Waivers and Consents. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of the rights thereof under this Agreement. The rights of the Parties shall be cumulative and the failure on the part of a Party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.

25. No Joint Venture. Nothing contained in this Agreement shall be construed to create the relationship between the Parties hereto or the beneficiaries hereof of principal and agent, of mortgagee and mortgagor, of partners, of joint venturers, or so as to render any of such Parties liable for the debts or obligations of the other.

26. Headings. The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

27. No Public Dedication. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

29. Non-Merger. Notwithstanding that the properties burdened with the Easements described herein may be owned by the Party benefited by such easements, same shall not serve to merge the Easements into the fee ownership of such party, it being the intent of the Parties hereto that the Easements shall not merge into the fee ownership.

30. RESOLUTION OF DISPUTES; WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER SUCH PARTY, HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION THEREOF OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT (AS NOW OR HEREAFTER MODIFIED) WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT AN ORIGINAL COUNTERPART OR A COPY OF THIS PARAGRAPH MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT HERETO TO THE WAIVER OF ANY RIGHT TO TRIAL BY JURY. EACH PARTY ACKNOWLEDGES THAT IT HAS CONSULTED WITH LEGAL COUNSEL REGARDING THE MEANING OF THIS WAIVER AND ACKNOWLEDGES THAT THIS WAIVER IS AN ESSENTIAL INDUCEMENT FOR THE MAKING OF THE AGREEMENT.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

Signed, sealed and delivered in the presence of:

ASSOCIATION:

HARMONY WEST HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Name: _____

By: _____
Name: William Fife
Title: President

Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by means of physical presence or online notarization, by William Fife, as President of **HARMONY WEST HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification.

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

Signed, sealed and delivered in the presence of:

HORTON:

D.R. HORTON, INC., a Delaware corporation

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by means of physical presence or online notarization, by _____, as _____ of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public
Name: _____
My Commission Expires:

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

DECLARANT:

Signed, sealed and delivered in the presence of:

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By: _____

Name: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by means of physical presence or online notarization, by _____ as _____ of **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation. He is personally known to me or has produced _____ as identification.

Notary Public
Name: _____
My Commission Expires:

JOINDER

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT, a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, does hereby join in the foregoing Easement and Cost Sharing Agreement to which this Joinder is attached and consents to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 202__.

CDD:

Signed, sealed and delivered in the presence of:

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by means of physical presence or online notarization, by _____ as _____ of **Harmony West Community Development District**. He is personally known to me or has produced _____ as identification.

Notary Public
Name: _____
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF HARMONY WEST B2R LOTS

Lots 1 through 101, inclusive, VILLAGES AT HARMONY 2B, according to the plat thereof as recorded in Plat Book 33, Pages 76 through 79, inclusive, of the Public Records of Osceola County, Florida.

EXHIBIT B

AMENITY COMPLEX SHARED COST SCHEDULE

<u>SHARED COST EXPENSE</u>	<u>HARMONY WEST B2R LOTS SHARE</u>
Harmony West Homeowners Amenity Expenses	
Amenity Expenses Shared Costs* Clubhouse, pool, gym, tot lot, splash pad	\$18.01 per month per lot based on 2023 Budget

*Shared Costs to be divided by the total number of Harmony West Lots (1/1933) but only payable by the owner of a Harmony West B2R Lot.

AMENITY FEES

USE

COST TO B2R OWNER

Access to the Amenity

\$ _____

* Amenity Fees are subject to change based on the current operating costs of the Amenity.

EXHIBIT C

ADDITIONAL ARCHITECTURAL AND MAINTENANCE GUIDELINES

Harmony West is being developed with the intent that all homes and common facilities harmonize with each other and present a consistent style. To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with Harmony West, Declarant hereby declares that the style and form of Harmony West, as originally constructed or approved by Declarant, with respect to architectural style, colors and materials, is the standard for the community (“**Community-Wide Standard**”). In that regard,

1. Except for work done by or on behalf of Declarant, no improvements, including, by way of example and not of limitation, accessory structures, sheds, detached garages, pools, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, privacy walls, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained within Harmony West, including the Harmony West B2R Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any home or building by any Harmony West B2R Lot Owner(s) other than Declarant, except with the prior written approval of the Association, which shall not be unreasonably withheld, provided such improvements are in compliance with the Community-Wide Standard and the provisions contained herein and the Agreement to which these guidelines are attached.

2. The Harmony West B2R Lot Owner(s) with lots along or adjacent to the lakes are prohibited from disturbing or removing any vegetation within the lake bank areas.

3. The Harmony West B2R Lot Owner(s) shall not plant any shrubs, trees and/or landscaping on his/her/its respective lots or in any manner alter the landscaping in the Harmony West Community, without the prior written consent of the Association or the Harmony West Community Development District.

4. Modifications to the interior of screened porches, patios, and any other portions of a Harmony West B2R Lot(s) or structure visible from outside a structure are subject to the prior written approval of the Association.

5. Privately owned property shall be the maintenance responsibility of the Harmony West B2R Lot Owner(s). Except as otherwise set forth in the Agreement to the contrary, open space owned by or dedicated to the Association shall be maintained by the Association and notwithstanding, shall not be diminished or destroyed in a manner which materially alters its use or enjoyment as open space.

6. Each Harmony West B2R Lot Owner(s) other than Declarant, must maintain his or her Harmony West B2R Lot(s), including all structures and other improvements comprising such lot(s), in a manner consistent with the Agreement, the Community-Wide Standard, and any other applicable covenants, except to the extent that such maintenance responsibility is assigned to

and/or assumed by the Association under the Agreement or pursuant to subsequent written agreement of the parties. The Harmony West B2R Lot Owner(s) other than Declarant, shall be responsible for any damages caused by a failure to so maintain the Harmony West B2R Lot(s) and any improvements thereon. The Harmony West B2R Lot Owner(s)' other than Declarant, responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Harmony West B2R Lot(s) other than Declarant-owned lot(s), and physical items attached or connected to such structures that run beyond the boundary line of the lot which exclusively service or benefit the lot and residence constructed thereon. Without limiting the generality of the foregoing, the Harmony West B2R Lot Owner(s), other than Declarant, shall keep all drainage structures (such as catch basins) located on the Harmony West B2R Lot(s) clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of all walls (including, but not limited to any masonry walls extended from the rear of the residence), doors, windows and roof of the physical structure of the residence shall be performed by the Harmony West B2R Lot Owner(s), and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Harmony West B2R Lot Owner(s).

7. There may have been constructed or installed drainage swales, drainage lines, and/or other equipment on the Harmony West B2R Lot(s) for the purpose of managing and/or containing the flow of excess surface water, if any, found upon such lots from time to time. Except to the extent that such responsibility is assigned to or assumed by the Harmony West B2R Lot(s) Owner(s) pursuant to the Agreement, the Association shall be responsible for the maintenance, operation, and repair of such drainage swale(s), drainage lines, and other equipment. Maintenance, operation, and repair shall, without limitation, mean the exercise of practices, such as mowing and erosion repair, which allow the drainage swales, drainage lines, and other equipment to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by the St. Johns River Water Management District, the Osceola County Toho Water Authority or the Harmony West Community Development District. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in or into the drainage swales, drainage lines, and other equipment is prohibited. No alteration of a drainage swale, drainage lines, and other equipment shall be authorized and any damage to any drainage swale, drainage lines, and other equipment, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Harmony West B2R Lot(s) Owner(s) upon which the drainage swale, drainage lines, and other equipment is located.

8. The Association shall have the right, but not the obligation, following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees, at the respective Harmony West B2R Lot(s) Owner(s)' cost and expense on (i) any Harmony West B2R Lot(s), and/or (ii) any grassed areas located between the front and/or side(s) of such Harmony West B2R Lot(s) and the street on behalf of the Harmony West B2R Lot(s) Owner(s). The applicable Harmony West B2R Lot(s) Owner(s) shall be required to reimburse the Association for the costs and expenses incurred by the Association in connection with the uprighting and/or removal of any fallen or dislodged trees and the Association shall have all rights of collection therefor as set forth in the Agreement with respect thereto.

9. The Association has a reasonable right of entry upon any Harmony West B2R Lot(s) and/or any other portion of Harmony West upon which the Harmony West B2R Lot Owner(s) is to maintain, to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Harmony West Community. Except in the event of an emergency, such entry shall be only after reasonable notice. The Harmony West B2R Lot Owner(s) shall be responsible for any costs and expenses incurred by the Association thereby and the Association shall have all rights of collection therefor as set forth in the Agreement.

10. The Harmony West B2R Lot Owner(s) shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on the Harmony West B2R Lot(s) and with respect to any other improvements that the Harmony West B2R Lot Owner(s) are responsible to maintain and repair as described by the Agreement. Such insurance policy or policies shall name the Association as an additional insured and the Association shall be named as an additional loss payee. The Harmony West B2R Lot Owner(s) shall provide a certificate evidencing such insurance to the Association within ten (10) days of any written request from the Association. The Harmony West B2R Lot Owner(s) shall promptly notify the Board of Directors of the Association in writing in the event such policy(ies) are canceled. In the event that the Harmony West B2R Lot Owner(s) fails to obtain any insurance which the Harmony West B2R Lot Owner(s) is required to obtain hereunder or in the Agreement, or permits such insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Harmony West B2R Lot Owner(s) and assess the costs thereof to the Harmony West B2R Lot Owner(s) and have all rights and remedies of collection as set forth in the Agreement. If a home or any other improvement on any Harmony West B2R Lot(s) or portion of Harmony West that the Harmony West B2R Lot Owner(s) is required to maintain, is damaged by fire or other casualty, the Harmony West B2R Lot Owner(s) shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the residence (or applicable improvement) unless otherwise authorized by the Association and the repair and restoration shall be subject to all provisions of the Agreement and this exhibit. Regardless of whether the insurance required hereunder is obtained by the Harmony West B2R Lot Owner(s), in the event of a casualty loss, the Association shall be entitled to file a claim against such insurance for the cost of any repair or reconstruction to the Harmony West B2R Lot(s) and improvements thereon which is the Association's responsibility, if at all, and the Harmony West B2R Lot Owner(s) shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and the Harmony West B2R Lot Owner(s) thereunder, based upon the amount necessary to enable the Harmony West B2R Lot Owner(s) and the Association each to repair and replace those portions of the Harmony West Community which are their respective responsibilities. If the insurance required to be obtained hereunder by the Harmony West B2R Lot Owner(s) is insufficient, the Association shall be relieved of any obligation to maintain, repair, and replace damaged or destroyed portions of the Harmony West B2R Lot(s) or any other portion of the Harmony West Community which is the maintenance obligation of the Harmony West B2R Lot Owner(s), to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or the Harmony West B2R Lot Owner(s), and the Harmony West

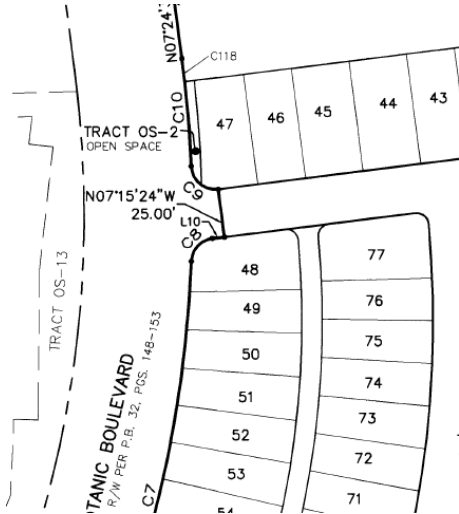
B2R Lot Owner(s) shall be responsible for any costs and expenses incurred by the Association thereby and the Association shall have all rights of collection therefor as set forth in the Agreement.

EXHIBIT D

HARMONY WEST B2R TRACTS (OWNED AND MAINTAINED BY HARMONY WEST B2R LOT OWNER(S))

OS-1

OPEN SPACE ALONG BOTANIC BOULEVARD



OS-2

OPEN SPACE ALONG BOTANIC BOULEVARD

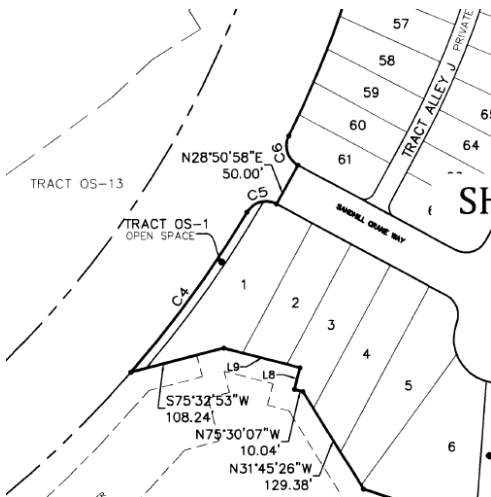
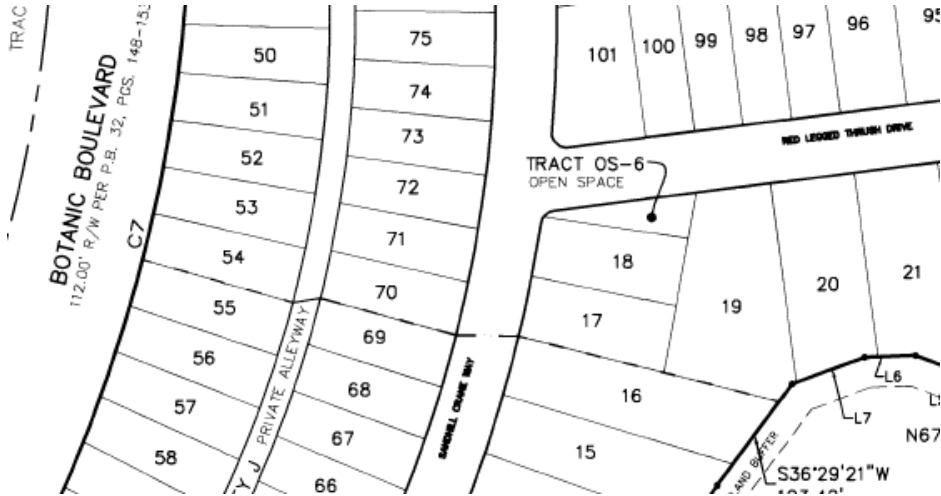


EXHIBIT D (CONTINUED)

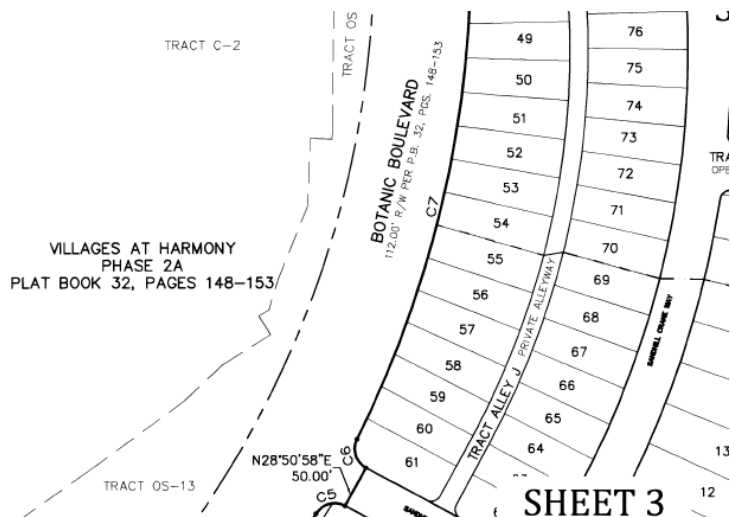
HARMONY WEST B2R TRACTS (OWNED AND MAINTAINED BY HARMONY WEST B2R LOT OWNER(S))

TRACT OS-6

OPEN SPACE WHERE USPS MAILBOX KIOSK WILL BE LOCATED



TRACT ALLEY J



HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2023**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2023**

	General Fund	Debt Service Fund Series 2018	Debt Service Fund Series 2023	Capital Projects Fund Series 2018	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS						
Cash	\$ 636,857	\$ -	\$ -	\$ -	\$ -	\$ 636,857
Investments						
Revenue	-	670,369	-	-	-	670,369
Reserve	-	430,094	113,746	-	-	543,840
Capitalized interest	-	-	30,338	-	-	30,338
Construction	-	-	-	7	25,391	7
Cost of issuance	-	-	1,650	-	-	1,650
Undeposited funds	45	-	878	-	-	923
Accounts receivable	631	-	-	-	-	631
Due from general fund	-	-	45	-	-	45
Due from Forestar Real Estate G	34,946	-	-	-	-	34,946
Due from Harmony CDD	2,400	-	-	-	-	2,400
Utility deposit	9,096	-	-	-	-	9,096
Total assets	<u>\$ 683,975</u>	<u>\$ 1,100,463</u>	<u>\$ 146,657</u>	<u>\$ 7</u>	<u>\$ 25,391</u>	<u>\$ 1,931,102</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable off-site	\$ -	\$ -	\$ 45	\$ -	\$ -	\$ 45
Due to Developer	-	-	20,049	-	-	20,049
Due to debt service fund - Series 2023	45	-	-	-	-	45
Landowner advance	3,300	-	-	-	-	3,300
Total liabilities	<u>3,345</u>	<u>-</u>	<u>20,094</u>	<u>-</u>	<u>-</u>	<u>23,439</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	37,346	-	-	-	-	37,346
Unearned revenue	60,236	-	-	-	-	60,236
Total deferred inflows of resources	<u>97,582</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>97,582</u>
Fund balances:						
Restricted						
Debt service	-	1,100,463	126,563	-	-	1,227,026
Capital projects	-	-	-	7	25,391	7
Committed						
Playground	6,000	-	-	-	-	6,000
Sign and wall	4,000	-	-	-	-	4,000
3 months working capital	147,445	-	-	-	-	147,445
Unassigned	425,603	-	-	-	-	425,603
Total fund balances	<u>583,048</u>	<u>1,100,463</u>	<u>126,563</u>	<u>7</u>	<u>25,391</u>	<u>1,810,081</u>
Total liabilities and fund balances	<u>\$ 683,975</u>	<u>\$ 1,100,463</u>	<u>\$ 146,657</u>	<u>\$ 7</u>	<u>\$ 25,391</u>	<u>\$ 1,931,102</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 4,210	\$ 513,604	\$ 516,556	99%
Assessment levy: off-roll	68,053	68,053	272,210	25%
Lot closings	-	101,159	-	N/A
Buck Lake mgmt & consulting cost-share	-	-	2,175	0%
Buck Lake maintenance cost-share	-	-	7,200	0%
Total revenues	72,263	682,816	798,141	86%
EXPENDITURES				
Professional & administrative				
Management fees	4,000	24,000	48,000	50%
Legal - general counsel	-	3,315	25,000	13%
Engineering	1,304	2,092	10,000	21%
Audit	-	-	11,350	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination fee	167	1,000	2,000	50%
Trustee	-	-	10,500	0%
Telephone	17	100	200	50%
Postage	21	42	500	8%
Printing & binding	41	249	500	50%
Legal advertising	-	1,023	1,200	85%
Annual district filing fee	-	175	175	100%
Insurance	-	6,863	7,661	90%
Contingencies	-	-	750	0%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	5,550	39,774	119,501	33%

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations and maintenance				
Field operations manager	500	3,000	6,000	50%
Field operations accounting	146	875	1,750	50%
Landscaping contract labor	26,667	78,173	310,000	25%
Landscaping consultant	-	-	12,000	0%
Insurance: property	-	5,098	5,630	91%
Porter services - dog park	-	800	4,920	16%
Playground ADA mulch	-	-	4,000	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance / repair	6,958	8,913	7,000	127%
Plants, shrubs & mulch	-	-	23,000	0%
Annuals	6,400	6,400	44,000	15%
Tree trimming	-	-	15,000	0%
Signage	-	-	2,500	0%
General maintenance	410	8,810	5,500	160%
Fountain maintenance	180	760	2,000	38%
Fence / wall repair	-	-	4,000	0%
Aquatic control - waterway	-	2,365	27,300	9%
Wetland monitoring & maintenance	1,980	2,380	6,000	40%
Buck lake mgmt & consulting cost-share	-	290	3,300	9%
Buck lake maintenance cost-share	2,400	3,600	14,400	25%
Electric:				
Irrigation	2,192	10,964	27,000	41%
Street lights	3,506	17,550	28,000	63%
Entrance signs	79	669	3,000	22%
Palm tree lights	-	-	5,000	0%
Fountain electricity	3,669	18,363	12,000	153%
Water irrigation	1,608	4,621	35,000	13%
Canal clean out	18,000	39,150	-	N/A
Walking trails clean out	476	4,606	-	N/A
Total field operations and maintenance	<u>75,171</u>	<u>217,387</u>	<u>608,450</u>	36%
Other fees & charges				
Property appraiser	328	328	83	395%
Tax collector	84	10,207	10,762	95%
Total other fees & charges	<u>412</u>	<u>10,535</u>	<u>10,845</u>	97%
Total expenditures	<u>81,133</u>	<u>267,696</u>	<u>738,796</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	(8,870)	415,120	59,345	
Fund balances - beginning	591,918	167,928	110,328	
Fund balances - ending				
Playground	6,000	6,000	6,000	
Sign and wall	4,000	4,000	4,000	
3 months working capital	147,445	147,445	147,445	
Unassigned	425,603	425,603	12,228	
Fund balances - ending	<u>\$ 583,048</u>	<u>\$ 583,048</u>	<u>\$ 169,673</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 4,447	\$ 542,543	\$ 545,854	99%
Interest	1,853	9,563	-	N/A
Total revenues	<u>6,300</u>	<u>552,106</u>	<u>545,854</u>	101%
EXPENDITURES				
Debt service				
Principal	-	-	135,000	0%
Interest	-	197,896	395,791	50%
Tax collector	89	10,782	11,372	95%
Total debt service	<u>89</u>	<u>208,678</u>	<u>542,163</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	6,211	343,428	3,691	
Fund balances - beginning	<u>1,094,252</u>	<u>757,035</u>	<u>665,482</u>	
Fund balances - ending	<u><u>\$ 1,100,463</u></u>	<u><u>\$ 1,100,463</u></u>	<u><u>\$ 669,173</u></u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Lot closings	\$ 878	\$ 878
Interest	17	17
Total revenues	<u>895</u>	<u>895</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	155,378
Total expenditures	<u>-</u>	<u>155,378</u>
Excess/(deficiency) of revenues over/(under) expenditures	895	(154,483)
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	-	402,236
Original issue discount	-	(33,149)
Underwriter's discount	-	(68,700)
Total other financing sources	<u>-</u>	<u>300,387</u>
Net change in fund balances	895	145,904
Fund balances - beginning	125,668	(19,341)
Fund balances - ending	<u>\$ 126,563</u>	<u>\$ 126,563</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	7	7
Fund balances - ending	\$ 7	\$ 7

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED MARCH 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 3	\$ 3
Total revenues	3	3
EXPENDITURES		
Capital outlay	-	3,007,376
Total expenditures	-	3,007,376
Excess/(deficiency) of revenues over/(under) expenditures	3	(3,007,373)
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	-	3,032,764
Total other financing sources/(uses)	-	3,032,764
Net change in fund balances	3	25,391
Fund balances - beginning	25,388	-
Fund balances - ending	\$ 25,391	\$ 25,391

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Harmony West Community Development District held a Regular Meeting on April 20, 2023 at 10:30 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

Present were:

Chris Tyree (via telephone)	Chair
Bill Fife	Vice Chair
Robyn Bronson	Assistant Secretary
Roger Van Auker	Assistant Secretary

Also present were:

Daniel Rom	District Manager
Jere Earlywine (via telephone)	District Counsel
Mark Stehli (via telephone)	District Engineer
Mark Hills	Field Operations Manager
Kathy Myers	Resident
Scott Turner	Public

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:32 a.m. Supervisors Fife, Bronson and Van Auker were present in person. Supervisor Tyree attended via telephone. Supervisor Wiggins was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Discussion: Private Docks in Canal

Ms. Myers presented her dock proposal, including the Self-Certification from the Florida Department of Environmental Protection (FDEP), the response from the U.S. Army Corps of Engineers (USACE) and drawings of the proposed dock.

Mr. Tyree commended Ms. Myers’ due diligence, efforts and successful outcome and expressed support for approval.

42 Mr. Earlywine thanked Ms. Myers for her proactive approach in coming to the CDD first
43 and doing extensive research. He stated that her application was used as a template for the
44 policy being recommended in the Fourth Order of Business.

45

46 **FOURTH ORDER OF BUSINESS**

**Consideration: Canal Dock Approval
Process/Forms of Documents**

47

48

49 **A. Master Dock Easement Agreement**

50 **B. Assignment of Dock Rights**

51 **C. Application**

52 **D. Policies/Dock Agreement**

53 Mr. Earlywine stated Items 4A and 4B are included for informational purposes. He noted
54 that the Chair’s preference is for the CDD to provide an Easement Grant. He presented the
55 Policies/Dock Agreement, which will be recommended today. The application fee will defray
56 the engineering and inspection costs incurred by the CDD related to the dock. The policy can be
57 revisited as necessary. District Staff will review applications for completeness and the Board will
58 review and consider the application and the easement agreement.

59 Discussion ensued regarding the application fee, contractors and construction and
60 homeowners’ insurance requirements.

61 Mr. Earlywine suggested approval in substantial form, subject to contractors’ insurance,
62 general insurance for maintenance and use of the easement and subject to direction regarding
63 the use of a professional contractor.

64 Mr. Fife asked if responsibility for the dock transfers if the home is sold. Mr. Earlywine
65 replied affirmatively; the maintenance paragraph addresses the homeowner’s responsibility to
66 maintain the dock. A notice provision can be added to address gaps in homeowners’ insurance.

67 Discussion ensued regarding inspections and the homeowner’s ongoing responsibility to
68 maintain, repair and replace the dock as outlined in the agreement.

69 Mr. Earlywine noted that the homeowner is required to inform the CDD of any projects,
70 such as repair or reconstruction, which would incur another application fee.

71 Ownership of the land on which the dock will be constructed, possible requirement for a
72 stated land lease for docks from the FDEP and setbacks were discussed.

73 Ms. Myers thanked Mr. Rom for his assistance and the Board for its consideration. Mr.
74 Rom hoped that future residents appreciate and follow Ms. Myers’ example.

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On MOTION by Mr. Van Auker and seconded by Ms. Bronson, with all in favor, the Policies/Dock Agreement, in substantial form, subject to contractors’ insurance, general insurance, private versus general contractor verbiage within the Agreement, and authorizing the Chair to discuss with Staff and to execute, was approved.

On MOTION by Mr. Fife and seconded by Ms. Bronson, with all in favor, Ms. Kathy Myers’ Dock Application pertaining to 2940 Hooded Crane Cove, subject to review of the application and payment of the application fee, was approved.

FIFTH ORDER OF BUSINESS

Consideration/Discussion: License Agreement for Access (Pool Construction)

Mr. Rom stated the CDD was notified that a resident requested permission to use the CDD easement to bring in equipment for pool construction. He presented the draft Agreement for Access, noting that a \$6,000 deposit will be required for potential sidewalk, curb and landscaping repairs. An updated Scope of Work including only the portion of the project that will impact the CDD’s easement will be requested.

Mr. Earlywine stated the Agreement will be revised to reflect the updated \$6,000 deposit and schedule. CDD indemnification and insurance from contractors will be required.

On MOTION by Mr. Van Auker and seconded by Ms. Bronson, with all in favor, the License Agreement for Access for Pool Construction, in substantial form, pending the \$6,000 deposit and updated Scope of Work and timeline, and authorizing the Chair to discuss with Staff and to execute, was approved.

SIXTH ORDER OF BUSINESS

Ratification of Engagement with Jere Earlywine at Kutak Rock LLP

• Consideration of Retention and Fee Agreement

Mr. Earlywine presented the Letter Agreement to transition District Counsel Services to Kutak Rock, LLP, and the Kutak Rock LLP Retention and Fee Agreement, which is identical in terms and rates to the Agreement with KE Law Group PLLC.

On MOTION by Mr. Van Auker and seconded by Ms. Bronson, with all in favor, engagement of Jere Earlywine/Kutak Rock LLP was ratified, and the Kutak Rock, LLP Fee Agreement for District Counsel Services, was approved.

115 SEVENTH ORDER OF BUSINESS

Discussion/ Consideration: Buck Lake
116 Related Items

- 117
- 118 A. March 17, 2022 Buck Lake Committee Meeting Minutes
- 119 B. Bio-Tech Consulting Inc., Proposal No. 23-093 for Environmental Services
- 120 C. Cost Details

121
122 On MOTION by Ms. Bronson and seconded by Mr. Van Auker, with all in favor,
123 the March 17, 2022 Buck Lake Committee Meeting Minutes, as presented, and
124 Bio-Tech Consulting Inc., Proposal No. 23-093 for Environmental Services, were
125 approved.

126
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128 EIGHTH ORDER OF BUSINESS

Consideration of Bio-Tech Consulting, Inc.,
129 First Addendum to Pond Maintenance
130 Agreement

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132 Mr. Earlywine presented the Bio-Tech Consulting, Inc., First Addendum to the Pond
133 Maintenance Agreement.

134
135 On MOTION by Mr. Fife and seconded by Ms. Bronson, with all in favor, the
136 Bio-Tech Consulting, Inc., First Addendum to the Pond Maintenance
137 Agreement, in substantial form, was approved.

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140 NINTH ORDER OF BUSINESS

Consideration of Resolution 2023-07,
141 Amending the General Fund Portion of the
142 Budget for the Fiscal Year 2023; and
143 Providing for an Effective Date

144
145 Mr. Rom presented Resolution 2023-07. This is necessary due to the issuance of a new
146 series of bonds that closed on February 28, 2023, necessitating the addition of the Debt Service
147 Fund to the Fiscal Year 2023 budget.

148
149 On MOTION by Ms. Bronson and seconded by Mr. Fife, with all in favor,
150 Resolution 2023-07, Amending the Debt Service Fund Portion of the Budget for
151 the Fiscal Year 2023; and Providing for an Effective Date, in substantial form,
152 was adopted.

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155 TENTH ORDER OF BUSINESS

Consideration of Fiscal Year 2022/2023
156 Deficit Funding Agreement

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Mr. Rom stated the Fiscal Year 2022/2023 Deficit Funding Agreement was approved at a previous meeting.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-08, Ratifying, Confirming, and Approving the Sale of the Harmony West Community Development District Special Assessment Revenue Bonds, Series 2023 (Assessment Area Two); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Harmony West Community Development District Special Assessment Revenue Bonds, Series 2023 (Assessment Area Two); Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date

Mr. Rom presented Resolution 2023-08.

On MOTION by Ms. Bronson and seconded by Mr. Fife, with all in favor, Resolution 2023-08, Ratifying, Confirming, and Approving the Sale of the Harmony West Community Development District Special Assessment Revenue Bonds, Series 2023 (Assessment Area Two); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Harmony West Community Development District Special Assessment Revenue Bonds, Series 2023 (Assessment Area Two); Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date, was adopted.

TWELFTH ORDER OF BUSINESS

Ratification: Florida ULS Operating, LLC, DBA United Land Services, Proposals

- A. Repair of Reclaimed Water Mainline Issue at Botanic Blvd/Crispin Cir**
- B. #26963 April Annuals Rotation**
- C. Contract Addendum [Walking Trails Clean Up]**

239 ➤ The next phase of construction, Phase 2C/2D, recently commenced and is in the early
240 stages.

241 ➤ Three projects are approved and about to start construction, including the watermain
242 extension from 2D through the future Phase 2 areas and looping back around to Harmony
243 Main, the reuse main extension along US 192 extending from Botanic Boulevard South to
244 Harmony Main and a force main extension in the southern portion of Harmony Main within the
245 US 192 right-of-way.

246 ➤ The master repump lift station in Phase 1A is about to be approved; the pumps are
247 being upgraded to accommodate new phases coming online.

248 ➤ Permit approval for the US 192 turn lane improvements and signal improvements at
249 Botanic and US 192 are expected within the six to eight weeks.

250 ➤ The design of the Phase 2E/2F residential is nearly 70% complete.

251 **C. Field Operations Manager: Association Solutions of Central Florida Inc.**

252 Mr. Hills stated irrigation on Botanic Boulevard was interrupted. Construction at
253 Harmony Townhomes caused the irrigation to be cut off from the entrance to the townhomes
254 to just past the lift station. Mr. Stehli will address the issue and advise accordingly.

255 **D. District Manager: Wrathell, Hunt and Associates, LLC**

- 256 • **NEXT MEETING DATE: May 18, 2023 at 10:30 A.M.**

- 257 ○ **QUORUM CHECK**

258

259 **SEVENTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

260

261 There were no Board Members' comments or requests.

262

263 **EIGHTEENTH ORDER OF BUSINESS**

Public Comments

264

265 No members of the public spoke.

266

267 **NINETEENTH ORDER OF BUSINESS**

Adjournment

268

269

270

**On MOTION by Ms. Bronson and seconded by Mr. Van Auker, with all in favor,
271 the meeting adjourned at 11:37 a.m.**

272

273

274

275

276

Secretary/Assistant Secretary

Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 25, 2023

Ms. Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

RE: Harmony West Community Development District – Registered Voters

Dear Ms. Gillyard:

Thank you for your letter requesting confirmation of the number of registered voters within the Harmony West Community Development District as of April 15, 2023.

The number of registered voters within the Harmony West CDD is 672 as of April 15, 2023.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington
Supervisor of Elections

*Vote
Osceola*

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Johnston's Surveying, Inc., 900 Cross Prairie Parkway Kissimmee, Florida 34744

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2022 CANCELED	Regular Meeting	10:30 AM
November 17, 2022	Landowners' Meeting & Regular Meeting	10:30 AM
December 15, 2022	Regular Meeting	10:30 AM
January 19, 2023	Regular Meeting	10:30 AM
February 16, 2023 CANCELED	Regular Meeting	10:30 AM
March 16, 2023	Buck Lake Committee Meeting	10:00 AM
March 16, 2023 CANCELED	Regular Meeting	10:30 AM
April 20, 2023	Regular Meeting	10:30 AM
May 18, 2023	Regular Meeting	10:30 AM
June 15, 2023	Regular Meeting	10:30 AM
July 20, 2023	Regular Meeting	10:30 AM
August 17, 2023	Public Hearing & Regular Meeting	10:30 AM
September 21, 2023	Regular Meeting	10:30 AM