

HARMONY ON LAKE ELOISE

**COMMUNITY DEVELOPMENT
DISTRICT**

August 9, 2023

**BOARD OF SUPERVISORS
PUBLIC HEARINGS
AND REGULAR
MEETING AGENDA**

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Harmony on Lake Eloise 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

August 2, 2023

ATTENDEES:

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

Board of Supervisors

Harmony on Lake Eloise Community Development District

Dear Board Members:

The Board of Supervisors of the Harmony on Lake Eloise Community Development District will hold Public Hearings and a Regular Meeting on August 9, 2023 at 9:30 a.m., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Lauren Martin, Seat 4 (*Term Expires November 2024*)
4. Consideration of Appointment to Fill Unexpired Term of Seat 4
 - Administration of Oath of Office to Appointed Supervisor (*the following to be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B – Memorandum of Voting Conflict
5. Consideration of Resolution 2023-06, Designating Certain Officers of the District, and Providing for an Effective Date
6. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
 - A. Proof/Affidavit of Publication

- B. Consideration of Resolution 2023-07, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
7. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2023/2024, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2023-08, Providing for Funding for the Fiscal Year 2023/2024 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date.
8. Consideration of Fiscal Year 2023/2024 Deficit Funding Agreement
9. Consideration of Resolution 2023-09, 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
10. Ratification of Pond Phase 2 Addendum
11. Ratification of Acquisition of Phase 1 Improvements
12. Consideration of Resolution 2023-10, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date
13. Consideration of Resolution 2023-02, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
14. Acceptance of Unaudited Financial Statements as of June 30, 2023
15. Approval of April 12, 2023 Regular Meeting Minutes
16. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*

- B. District Engineer: *Dewberry Engineers, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 1 Registered Voters in District as of April 15, 2023
 - NEXT MEETING DATE: September 13, 2023 at 9:30 AM, *immediately following the adjournment of the Fox Branch Ranch CDD meeting, scheduled to commence at 9:30 AM*
 - QUORUM CHECK

SEAT 1	CHRIS TYREE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	MARY MOULTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	BILL FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JC NOWOTNY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 17. Board Members' Comments/Requests
- 18. Public Comments
- 19. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,

Cindy Cerbone
 Cindy Cerbone
 District Manager

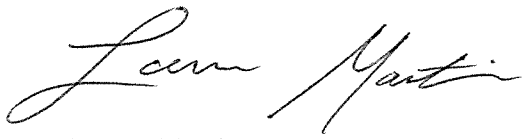
FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 867 327 4756

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

3

I, Lauren Martin, supervisor for the Harmony on Lake Eloise Community Development District,
hereby resign from the board on June 14, 2023.

Sincerely,

A handwritten signature in black ink that reads "Lauren Martin". The signature is written in a cursive style with a large initial "L" and a long, sweeping underline.

Lauren Martin

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Cindy Cerbone is appointed Assistant Secretary.

Andrew Kantarzhi is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 9th day of August, 2023.

ATTEST:

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

6A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Harmony On Lake Eloise Cdd
Harmony On Lake Eloise Cdd
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

07/27/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/27/2023

Legal Clerk

Notary, State of WI, County of Brown

317127

My commission expires

Publication Cost: \$378.41
Order No: 9065355 # of Copies:
Customer No: 532529 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT
DISTRICT

NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2023/2024
BUDGET(S); AND NOTICE OF
REGULAR BOARD OF SUPERVI-
SORS' MEETING.

The Board of Supervisors ("Board") of the Harmony on Lake Eloise Community Development District ("District") will hold a public hearing on August 9, 2023 at 9:30 a.m. at Ramada by Wyndham Davenport Orlando South 43824 Highway 27, Davenport, Florida 33837-6808 for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 ("District Manager's Office"), during normal business hours.

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

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

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

District Manager
July 27, 2023 #9065355

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

6B

RESOLUTION 2023-07

[FY 2024 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Harmony on Lake Eloise Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Harmony on Lake Eloise Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 9TH DAY OF AUGUST, 2023.

ATTEST:

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget(s)

Exhibit A: Fiscal Year 2023/2024 Budget(s)

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
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**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross					\$ 129,350
Allowable discounts (4%)					(5,174)
Assessment levy: on-roll - net	\$ -	\$ -	\$ -	\$ -	124,176
Assessment levy: off-roll	-	-	-	-	86,170
Landowner contribution	208,978	24,270	193,902	218,172	-
Total revenues	<u>208,978</u>	<u>24,270</u>	<u>193,902</u>	<u>218,172</u>	<u>210,346</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	48,000	10,000	38,000	48,000	48,000
Legal	25,000	1,169	23,831	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	6,000	-	6,000	6,000	6,000
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent*	1,000	-	1,000	1,000	1,000
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	500	208	292	500	500
Legal advertising	2,000	201	1,799	2,000	2,000
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	500	-	500	500	500
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Property appraiser	-	-	-	-	1,294
Tax collector	-	-	-	-	2,587
Total professional & administrative	<u>98,540</u>	<u>17,541</u>	<u>80,499</u>	<u>98,040</u>	<u>102,421</u>

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023		
EXPENDITURES					
Field operations and maintenance					
Field operations manager	4,500	-	4,500	4,500	6,000
Landscaping contract labor	33,750	-	33,750	33,750	30,000
Insurance: property	3,750	-	3,750	3,750	4,125
Porter services	4,500	-	4,500	4,500	6,000
Backflow prevention test	113	-	113	113	300
Irrigation maintenance/repair	2,250	-	2,250	2,250	4,000
Plants, shrubs & mulch	7,500	-	7,500	7,500	7,500
Annuals	7,500	-	7,500	7,500	10,000
Tree trimming	1,500	-	1,500	1,500	2,000
Signage	750	-	750	750	7,000
General maintenance	3,000	370	2,630	3,000	4,000
Fence/wall repair	1,125	-	1,125	1,125	4,000
Aquatic control - ponds	4,500	-	4,500	4,500	6,000
Fountain electric	4,500	-	4,500	4,500	-
Fountain maintenance	1,500	-	1,500	1,500	-
Electric:					
Irrigation	1,800	-	1,800	1,800	3,000
Street lights	18,000	-	18,000	18,000	-
Entrance signs	900	-	900	900	2,000
Water- irrigation	9,000	-	9,000	9,000	12,000
Total field operations	110,438	370	110,068	110,438	107,925
Total expenditures	208,978	17,911	190,567	208,478	210,346
Excess/(deficiency) of revenues over/(under) expenditures	-	6,359	3,335	9,694	-
Fund balance - beginning (unaudited)	-	(9,694)	(3,335)	(9,694)	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(3,335)	-	-	-
Fund balance - ending	\$ -	\$ (3,335)	\$ -	\$ -	\$ -

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	6,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	1,000
<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. Wrathell, Hunt & Associates serves as dissemination agent.</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>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	2,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210
Property appraiser	1,294
Tax collector	2,587

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field operations and maintenance

Field operations manager	6,000
Landscaping contract labor	30,000
Insurance: property	4,125
Porter services	6,000
Backflow prevention test	300
Irrigation maintenance/repair	4,000
Plants, shrubs & mulch	7,500
Annuals	10,000
Tree trimming	2,000
Signage	7,000
Includes entrance signage along with fountain within entrance signs	
General maintenance	4,000
Fence/wall repair	4,000
Aquatic control - ponds	6,000
Fountain electric	-
Electric:	
Irrigation	3,000
Street lights	-
Entrance signs	2,000
Water- irrigation	12,000
Total expenditures	<u><u>\$210,346</u></u>

**HARMONY ON LAKE ELOISE
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 2/28/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Special assessment - on-roll	\$ -				\$ 192,728
Allowable discounts (4%)	-				(7,709)
Assessment levy: net	-	\$ -	\$ -	\$ -	185,019
Interest	-	-	-	-	-
Total revenues	-	-	-	-	185,019
EXPENDITURES					
Debt service					
Principal	-	-	-	-	40,000
Interest	-	-	-	-	131,402
Total debt service	-	-	-	-	171,402
Other fees & charges					
Costs of issuance	-	-	151,995	151,995	-
Underwriter's discount	-	-	36,057	36,057	-
Property appraiser	-	-	-	-	1,927
Tax collector	-	-	-	-	3,855
Total other fees & charges	-	-	188,052	188,052	5,782
Total expenditures	-	-	188,052	188,052	177,184
Excess/(deficiency) of revenues over/(under) expenditures	-	-	(188,052)	(188,052)	7,835
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	-	364,892	364,892	-
Original issue discount	-	-	(24,576)	(24,576)	-
Total other financing sources/(uses)	-	-	340,316	340,316	-
Fund balance:					
Net increase/(decrease) in fund balance	-	-	152,264	152,264	7,835
Beginning fund balance (unaudited)	-	-	-	-	152,264
Ending fund balance (projected)	\$ -	\$ -	\$ 152,264	\$ 152,264	160,099
Use of fund balance:					
Debt service reserve account balance (required)					(89,619)
Interest expense - November 1, 2024					(67,887)
Projected fund balance surplus/(deficit) as of September 30, 2024					\$ 2,593

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/17/23				-	2,665,000.00
11/01/23			62,645.15	62,645.15	2,665,000.00
05/01/24	40,000.00	4.350%	68,756.88	108,756.88	2,625,000.00
11/01/24			67,886.88	67,886.88	2,625,000.00
05/01/25	40,000.00	4.350%	67,886.88	107,886.88	2,585,000.00
11/01/25			67,016.88	67,016.88	2,585,000.00
05/01/26	45,000.00	4.350%	67,016.88	112,016.88	2,540,000.00
11/01/26			66,038.13	66,038.13	2,540,000.00
05/01/27	45,000.00	4.350%	66,038.13	111,038.13	2,495,000.00
11/01/27			65,059.38	65,059.38	2,495,000.00
05/01/28	50,000.00	4.350%	65,059.38	115,059.38	2,445,000.00
11/01/28			63,971.88	63,971.88	2,445,000.00
05/01/29	50,000.00	4.350%	63,971.88	113,971.88	2,395,000.00
11/01/29			62,884.38	62,884.38	2,395,000.00
05/01/30	50,000.00	4.350%	62,884.38	112,884.38	2,345,000.00
11/01/30			61,796.88	61,796.88	2,345,000.00
05/01/31	55,000.00	5.125%	61,796.88	116,796.88	2,290,000.00
11/01/31			60,387.50	60,387.50	2,290,000.00
05/01/32	60,000.00	5.125%	60,387.50	120,387.50	2,230,000.00
11/01/32			58,850.00	58,850.00	2,230,000.00
05/01/33	60,000.00	5.125%	58,850.00	118,850.00	2,170,000.00
11/01/33			57,312.50	57,312.50	2,170,000.00
05/01/34	65,000.00	5.125%	57,312.50	122,312.50	2,105,000.00
11/01/34			55,646.88	55,646.88	2,105,000.00
05/01/35	65,000.00	5.125%	55,646.88	120,646.88	2,040,000.00
11/01/35			53,981.25	53,981.25	2,040,000.00
05/01/36	70,000.00	5.125%	53,981.25	123,981.25	1,970,000.00
11/01/36			52,187.50	52,187.50	1,970,000.00
05/01/37	75,000.00	5.125%	52,187.50	127,187.50	1,895,000.00
11/01/37			50,265.63	50,265.63	1,895,000.00
05/01/38	80,000.00	5.125%	50,265.63	130,265.63	1,815,000.00
11/01/38			48,215.63	48,215.63	1,815,000.00
05/01/39	80,000.00	5.125%	48,215.63	128,215.63	1,735,000.00
11/01/39			46,165.63	46,165.63	1,735,000.00
05/01/40	85,000.00	5.125%	46,165.63	131,165.63	1,650,000.00
11/01/40			43,987.50	43,987.50	1,650,000.00
05/01/41	90,000.00	5.125%	43,987.50	133,987.50	1,560,000.00
11/01/41			41,681.25	41,681.25	1,560,000.00
05/01/42	95,000.00	5.125%	41,681.25	136,681.25	1,465,000.00
11/01/42			39,246.88	39,246.88	1,465,000.00
05/01/43	100,000.00	5.125%	39,246.88	139,246.88	1,365,000.00
11/01/43			36,684.38	36,684.38	1,365,000.00
05/01/44	105,000.00	5.375%	36,684.38	141,684.38	1,260,000.00
11/01/44			33,862.50	33,862.50	1,260,000.00
05/01/45	110,000.00	5.375%	33,862.50	143,862.50	1,150,000.00
11/01/45			30,906.25	30,906.25	1,150,000.00
05/01/46	120,000.00	5.375%	30,906.25	150,906.25	1,030,000.00
11/01/46			27,681.25	27,681.25	1,030,000.00
05/01/47	125,000.00	5.375%	27,681.25	152,681.25	905,000.00

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/47			24,321.88	24,321.88	905,000.00
05/01/48	130,000.00	5.375%	24,321.88	154,321.88	775,000.00
11/01/48			20,828.13	20,828.13	775,000.00
05/01/49	140,000.00	5.375%	20,828.13	160,828.13	635,000.00
11/01/49			17,065.63	17,065.63	635,000.00
05/01/50	145,000.00	5.375%	17,065.63	162,065.63	490,000.00
11/01/50			13,168.75	13,168.75	490,000.00
05/01/51	155,000.00	5.375%	13,168.75	168,168.75	335,000.00
11/01/51			9,003.13	9,003.13	335,000.00
05/01/52	165,000.00	5.375%	9,003.13	174,003.13	170,000.00
11/01/52			4,568.75	4,568.75	170,000.00
05/01/53	170,000.00	5.375%	4,568.75	174,568.75	-
Total	2,665,000.00		2,692,748.28	5,357,748.28	

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

On-Roll

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
SF 20	-	\$ 885.96	\$ -	\$ 885.96	n/a
SF 40	48	885.96	1,181.07	2,067.02	n/a
SF 50	70	885.96	1,342.12	2,228.08	n/a
SF 60	28	885.96	1,503.17	2,389.13	n/a
SF 80	-	885.96	-	885.96	n/a
Total	146				

Off-Roll Assessments

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
SF 20	288	\$ 84.73	\$ -	\$ 84.73	n/a
SF 40	209	84.73	-	84.73	n/a
SF 50	386	84.73	-	84.73	n/a
SF 60	96	84.73	-	84.73	n/a
SF 80	38	84.73	-	84.73	n/a
Total	1,017				

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

7A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Harmony On Lake Eloise Cdd
Harmony On Lake Eloise Cdd
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

07/20/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/20/2023

Legal Clerk



Notary, State of WI, County of Brown

3/7/27

My commission expires

Publication Cost: \$1727.60
Order No: 9067085 # of Copies:
Customer No: 532529 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT
DISTRICT**

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

collected on the County tax roll or by direct bill from the District's Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2023/2024. **IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.**

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Harmony on Lake Eloise Community Development District ("District") will hold the following two public hearings and a regular meeting on **August 9, 2023 at 9:30 a.m. at Ramada by Wyndham Davenport Orlando South 43824 Highway 27, Davenport, Florida 33837-6808.**

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"). The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("**O&M Assessments**") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

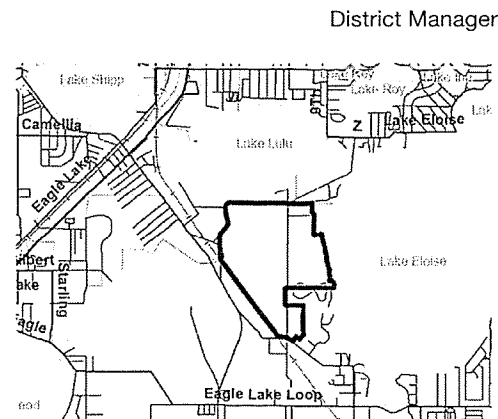
Land Use	Total # of Units Acres	Annual O&M Assessment
SF Lot	1,017	\$232.03

- (1) Annual O&M Assessment may also include County collection costs and early payment discounts.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting **Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: 561-571-0010 ("District Manager's Office")**. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.



**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

7B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

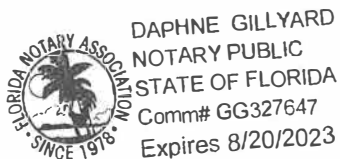
BEFORE ME, the undersigned authority, this day personally appeared Han Liu, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Han Liu, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Financial Analyst for the Harmony on Lake Eloise Community Development District.
3. Among other things, my duties include preparing and transmitting correspondence relating to the District.
4. I do hereby certify that on July 10th, 2023, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the Harmony on Lake Eloise Community Development District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.


By: Han Liu, Financial Analyst

SWORN AND SUBSCRIBED before me by means of physical presence or online notarization this 10TH day of July 2023, by Han Liu, for Wrathell, Hunt and Associates, LLC, who is personally known to me or has provided _____ as identification, and who did or did not take an oath.



NOTARY PUBLIC



Print Name: Daphne Gillyard
Notary Public, State of FLORIDA
Commission No.: GG327647
My Commission Expires: 8/20/2023

EXHIBIT A: Copies of Forms of Mailed Notices
EXHIBIT B: List of Addressees

EXHIBIT A

**Harmony on Lake Eloise
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**

THIS IS NOT A BILL – DO NOT PAY

July 10, 2023

VIA FIRST CLASS MAIL

FORESTAR USA REAL ESTATE GROUP INC
2221 E LAMAR BLVD STE 790
ARLINGTON TX 76006

PARCEL ID: *See Exhibit B.*

PRODUCT TYPE: 146 residential units and 321.99 acres of unplatted land.

RE: Harmony on Lake Eloise Community Development District
Fiscal Year 2023/2024 Budget and O&M Assessments

Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Harmony on Lake Eloise Community Development District (“**District**”) will be holding two public hearings and a Board of Supervisors’ (“**Board**”) meeting for the purposes of: (1) adopting the District’s proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), and (2) levying operations and maintenance assessments (“**O&M Assessments**”) to fund the Proposed Budget for Fiscal Year 2023/2024, on **August 9, 2023 at 9:30 a.m. at Ramada by Wyndham Davenport Orlando South 43824 Highway 27, Davenport, Florida 33837-6808**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, Ph: 561-571-0010 (“**District Manager’s Office**”). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager’s Office.

Sincerely,



Cindy Cerbone
District Manager

EXHIBIT A
Summary of O&M Assessments

The O&M Assessments are allocated on a per unit basis, with platted lots paying a full share of the overall budget and unplatted planned lots paying an equal share of the administrative portion of the budget. The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2023/2024.

IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Land Use	Total # of Units / Acres	Annual O&M Assessment(1)
Residential Unit	146	\$1,256.17
Unplatted Lands	321.99	\$297.83

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2023/2024, the District expects to collect no more than **\$279,299.18** in gross revenue.

EXHIBIT B**Parcel List**

262909687048000010	262909687048000480	262909687048000950	262909687048001420
262909687048000020	262909687048000490	262909687048000960	262909687048001430
262909687048000030	262909687048000500	262909687048000970	262909687048001440
262909687048000040	262909687048000510	262909687048000980	262909687048001450
262909687048000050	262909687048000520	262909687048000990	262909687048001460
262909687048000060	262909687048000530	262909687048001000	
262909687048000070	262909687048000540	262909687048001010	262904000000043010
262909687048000080	262909687048000550	262909687048001020	262904664000000011
262909687048000090	262909687048000560	262909687048001030	262904664000000020
262909687048000100	262909687048000570	262909687048001040	262904664000000030
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262909687048000270	262909687048000740	262909687048001210	
262909687048000280	262909687048000750	262909687048001220	
262909687048000290	262909687048000760	262909687048001230	
262909687048000300	262909687048000770	262909687048001240	
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262909687048000390	262909687048000860	262909687048001330	
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262909687048000470	262909687048000940	262909687048001410	

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

7C

RESOLUTION 2023-08

[FY 2024 ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FISCAL YEAR 2023/2024 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Harmony on Lake Eloise Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), attached hereto as **Exhibit A**; and

WHEREAS, in order to fund the District’s Adopted Budget, the District’s Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. FUNDING. As indicated in **Exhibits A and B**, the District’s Board hereby authorizes the following funding mechanisms for the Adopted Budget:

a. OPERATIONS AND MAINTENANCE ASSESSMENTS.

i. Benefit Findings. The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

- ii. **Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- iii. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

- b. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby directs District Staff to effect the collection of the previously levied debt service special assessments, as set forth in **Exhibits A and B**.

2. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- a. **Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. **Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. *Due Date (O&M Assessments)* - Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of Fiscal Year 2023/2024.
 - ii. *Due Date (Debt Assessments)* - Debt service assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the

assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.

- iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

4. **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.

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 9th day of August, 2023.

ATTEST:

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

8

**HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 DEFICIT FUNDING AGREEMENT**

This agreement ("**Agreement**") is made and entered into this ____ day of _____, 2023, by and between:

Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Forestar (USA) Real Estate Group Inc., a Delaware corporation, and the developer of the lands in the District ("**Developer**") with a mailing address of 1341 Horton Circle, Arlington, Texas 76011.

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, the District has adopted its annual budget for Fiscal Year 2024 ("**FY 2024 Budget**"), which begins on October 1, 2023 and ends on September 30, 2024, and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund a portion of the FY 2024 Budget; and

WHEREAS, the Developer has agreed to fund the cost of any "**Budget Deficit**," representing the difference between the FY 2024 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Contributions**") necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. As a point of clarification, the District shall only request as part of the Budget Deficit that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses

are less than the projected total general fund budget set forth in **Exhibit A**. The District shall have no obligation to repay any Developer Contributions provided hereunder.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Its: _____

Exhibit A: Fiscal Year 2023/2024 General Fund Budget

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

9

RESOLUTION 2023-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE ELOISE 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 on Lake Eloise 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 ON LAKE ELOISE 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 9th day of August, 2023.

ATTEST:

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Ramada by Wyndham Davenport Orlando South 43824 Highway 27, Davenport, Florida 33837-6808</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2023	Regular Meeting	9:30 AM*
November 8, 2023	Regular Meeting	9:30 AM*
December 13, 2023	Regular Meeting	9:30 AM*
January 10, 2024	Regular Meeting	9:30 AM*
February 14, 2024	Regular Meeting	9:30 AM*
March 13, 2024	Regular Meeting	9:30 AM*
April 10, 2024	Regular Meeting	9:30 AM*
May 8, 2024	Regular Meeting	9:30 AM*
June 12, 2024	Regular Meeting	9:30 AM*
July 10, 2024	Regular Meeting	9:30 AM*
August 14, 2024	Regular Meeting	9:30 AM*
September 11, 2024	Regular Meeting	9:30 AM*
<p><i>*Meetings will convene immediately following the adjournment of the Fox Branch Ranch CDD meetings, scheduled to commence at 9:30 AM, respectively.</i></p>		

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

10

SERVICES AGREEMENT ADDENDUM

This Services Agreement Addendum (the "**Agreement**") is entered into this 10day of July, 2023 between Harmony At Lake Eloise Community Development District (the "**Customer**"), and Florida ULS Operating, LLC DBA United Land Services (the "**Contractor**"). Contractor is in the business of providing landscape maintenance services and Customer desires to contract with Contractor to provide landscape maintenance services to Customer and certain properties managed by Customer.

C customer wishes to obtain landscape services for the following work:

Landscape maintenance for phase 2 ponds along with pond discing	
Core Maintenance	\$4,115
Pond Disking (4x per year)	\$3,700
Total Phase 2 Pond Addendum	\$7815

The Additional Services are to be performed to the following address:

Phase 2 Pond, please see mapping attached

Changes in Service. Any changes to the Services must be in writing and signed by Customer and Contractor. The changes in the services or services areas may result in additional charges and may modify the schedule of current services rendered.

Start Date of New Service

7/17/2023

Addendum Additional Pricing;

Monthly

\$ 651.25

Yearly

\$ 7815.00

Term and Termination. The initial term of the Agreement Addendum shall commence on the Effective Date and, unless earlier terminated as permitted under this Agreement, shall coincide with the end date of the Master Initial Agreement of both parties. The Agreement Addendum shall automatically renew for successive one year periods as follows on the initial agreement. The Agreement Addendum is in addition to the already agreed upon signed contract between both parties. All articles listed on the Master Agreement will remain in effect upon signing the Agreement Addendum.

CUSTOMER

CONTRACTOR

Name: _____

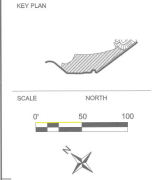
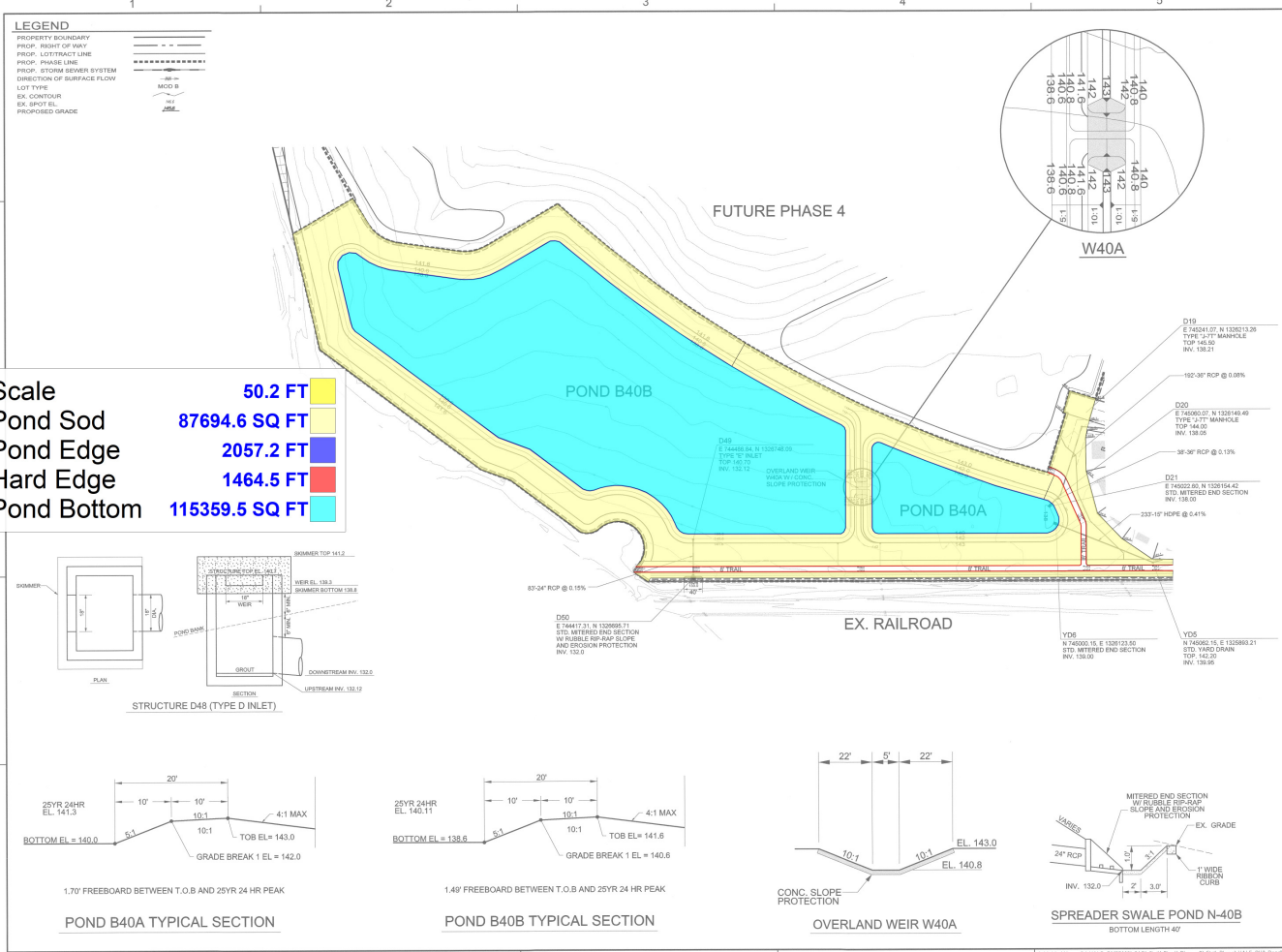
Name: _____

Title: _____

Title: _____

Date : _____

Date: _____



REVISIONS

No.	DATE	BY	Description

PROJECT # 50133156
DRAWN BY JKO
APPROVED BY CMB
CHECKED BY NPS
DATE APRIL 2022
DATUM NAVD 88

TITLE

POND PLAN B40A&B

HALE-50133156-CADD-01-Phase 2-02-Plan-SWALE-POND-Plan-01.dwg
SHEET NO.

C29

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

11

May 11, 2023

Harmony on Lake Eloise Community Development District
c/o Cindy Cerbone, District Manager
Wrathell Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Harmony on Lake Eloise, Phase 1 Improvements

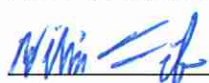
Dear Cindy,

Pursuant to the *Acquisition Agreement*, dated January 27, 2023 ("**Acquisition Agreement**"), by and between the Harmony on Lake Eloise Community Development District ("**District**") and Forestar (USA) Real Estate Group Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

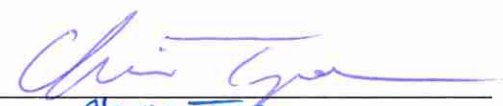
- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the County for turnover of the roadways (which comprise a portion of the Improvements) to the County.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**


Name: William Fife
Title: Chair

Sincerely,
FORESTAR (USA) REAL ESTATE GROUP INC.


Name: Chris Tyree
Title: President

May 11, 2023

Harmony on Lake Eloise Community Development District
c/o Cindy Cerbone, District Manager
Wrathell Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Harmony on Lake Eloise, Phase 1 Improvements

Dear Cindy,

Pursuant to the *Acquisition Agreement*, dated January 27, 2023 ("**Acquisition Agreement**"), by and between the Harmony on Lake Eloise Community Development District ("**District**") and Forestar (USA) Real Estate Group Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the County for turnover of the roadways (which comprise a portion of the Improvements) to the County.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

[SIGNATURE ON PRIOR PAGE]

Name: _____
Title: _____

Sincerely,
FORESTAR (USA) REAL ESTATE GROUP INC.



Name: James D. Allen
Title: Executive Vice President

EXHIBIT A

Description of Harmony on Lake Eloise, Phase 1 Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract Q (Utility Easement), Tract R (Lift Station), Tracts S and T (Roadways), and any other "Utility Easements," as identified in the plat known as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – Tracts S and T (Roadway), as identified in the plat known as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts A, B and C (Drainage & Retention), the "Storm Sewer Drainage Easements," and the "Drainage Easements", as identified on the plat known as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida.

Offsite Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements - within or upon rights-of-way designated in the areas identified in **Exhibit B** attached hereto.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 1 of the project as described in the *Engineer's Report*, dated March 9, 2022.

<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Water	\$762,235.17	\$686,011.60	\$0.00	\$76,223.57
Sanitary Sewer	\$1,141,509.42	\$846,091.81	\$201,407.35	\$94,010.26
Reuse	\$490,146.20	\$441,131.56	\$0.00	\$49,014.64
Roadways	\$1,164,044.70	\$1,026,658.16	\$3,825.22	\$133,561.32
Surface Water Management	\$3,237,513.01	\$2,627,313.16	\$318,276.01	\$291,923.84
Offsite Roadways	\$660,599.49	\$0.00	\$594,539.54	\$66,059.95
Totals	\$7,456,047.99	\$5,627,206.29	\$1,118,048.12	\$710,793.58

EXHIBIT B

Location of Offsite Improvements


CORPORATE DECLARATION REGARDING COSTS PAID
[HARMONY ON LAKE ELOISE, PHASE 1 IMPROVEMENTS]

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("Developer"), does hereby certify to the Harmony on Lake Eloise Community Development District ("District"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report*, dated March 9, 2022, as supplemented from time to time (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 11th day of May, 2023.

FORESTAR (USA) REAL ESTATE GROUP INC.


Name: James D. Allen
Title: Executive Vice President

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 11th day of May, 2023, by James D. Allen as Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)





NOTARY PUBLIC, STATE OF TEXAS
Name: Alysse Gray Lewis
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Harmony on Lake Eloise, Phase 1 Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract Q (Utility Easement), Tract R (Lift Station), Tracts S and T (Roadways), and any other "Utility Easements," as identified in the plat known as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida.

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Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts A, B and C (Drainage & Retention), the "Storm Sewer Drainage Easements," and the "Drainage Easements", as identified on the plat known as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida.

Offsite Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements - within or upon rights-of-way designated in the areas identified in **Exhibit B** attached hereto.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 1 of the project as described in the *Engineer's Report*, dated March 9, 2022.

<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Water	\$762,235.17	\$686,011.60	\$0.00	\$76,223.57
Sanitary Sewer	\$1,141,509.42	\$846,091.81	\$201,407.35	\$94,010.26
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Surface Water Management	\$3,237,513.01	\$2,627,313.16	\$318,276.01	\$291,923.84
Offsite Roadways	\$660,599.49	\$0.00	\$594,539.54	\$66,059.95
Totals	\$7,456,047.99	\$5,627,206.29	\$1,118,048.12	\$710,793.58

EXHIBIT B

Location of Offsite Improvements

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[HARMONY ON LAKE ELOISE, PHASE 1 IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made to be effective the 10th day of May, 2023, by **Blue Ox Enterprises, LLC (“Contractor”)**, with an address of 500 North Way, Sanford, Florida 32773, in favor of the **Harmony on Lake Eloise Community Development District (“District”)**, which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain Harmony @ Lake Eloise (“Contract”) dated 11th February 2022 and between Contractor and Forestar (USA) Real Estate Group Inc., (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed **\$1,828,841.70** (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

BLUE OX ENTERPRISES, LLC



By: Nathaniel Lembrich
Its: CFO

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10th day of May, 2023, by Nathaniel Lembrich as CFO of Blue Ox Enterprises, LLC and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)



NOTARY PUBLIC, STATE OF _____

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Harmony on Lake Eloise, Phase 1 Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract Q (Utility Easement), Tract R (Lift Station), Tracts S and T (Roadways), and any other "Utility Easements," as identified in the plat known as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – Tracts S and T (Roadway), as identified in the plat known as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tracts A, B and C (Drainage & Retention), the "Storm Sewer Drainage Easements," and the "Drainage Easements", as identified on the plat known as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida.

Offsite Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements - within or upon rights-of-way designated in the areas identified in **Exhibit B** attached hereto.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 1 of the project as described in the *Engineer's Report*, dated March 9, 2022.

<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Water	\$762,235.17	\$686,011.60	\$0.00	\$76,223.57
Sanitary Sewer	\$1,141,509.42	\$846,091.81	\$201,407.35	\$94,010.26
Reuse	\$490,146.20	\$441,131.56	\$0.00	\$49,014.64
Roadways	\$1,164,044.70	\$1,026,658.16	\$3,825.22	\$133,561.32
Surface Water Management	\$3,237,513.01	\$2,627,313.16	\$318,276.01	\$291,923.84
Offsite Roadways	\$660,599.49	\$0.00	\$594,539.54	\$66,059.95
Totals	\$7,456,047.99	\$5,627,206.29	\$1,118,048.12	\$710,793.58

EXHIBIT B
Location of Offsite Improvements

DISTRICT ENGINEER'S CERTIFICATE
[HARMONY ON LAKE ELOISE, PHASE 1 IMPROVEMENTS]

May 11, 2023

Board of Supervisors
Harmony on Lake Eloise Community Development District

Re: Acquisition of Improvements

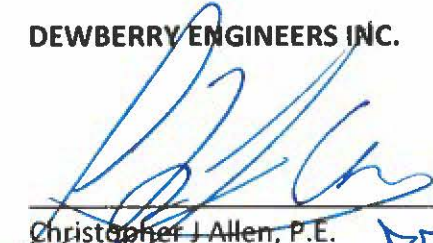
Ladies and Gentlemen:

The undersigned is a representative of Dewberry Engineers Inc. ("**District Engineer**"), as District Engineer for the Harmony on Lake Eloise Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate Group Inc. ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated March 9, 2022, as supplemented from time to time (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

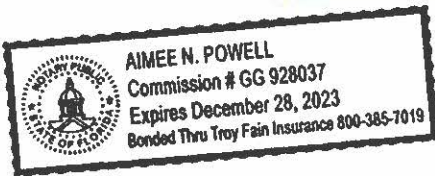
6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

DEWBERRY ENGINEERS INC.


Christopher J. Allen, P.E. 77719
Florida Registration No. 77719
District Engineer

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of May, 2023, by Christopher J. Allen as District Engineer of Harmony on Lake Eloise CDD, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me or produced _____ as identification.



(NOTARY SEAL)


NOTARY PUBLIC, STATE OF Florida

Name: Aimee N. Powell
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Harmony on Lake Eloise, Phase 1 Improvements

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Offsite Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements - within or upon rights-of-way designated in the areas identified in **Exhibit B** attached hereto.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 1 of the project as described in the *Engineer's Report*, dated March 9, 2022.

<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Water	\$762,235.17	\$686,011.60	\$0.00	\$76,223.57
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EXHIBIT B

Location of Offsite Improvements

BILL OF SALE AND LIMITED ASSIGNMENT
[HARMONY ON LAKE ELOISE, PHASE 1 IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the **11th** day of **May**, 2023, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, with an address of 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"), and **Harmony on Lake Eloise Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS**", AND "**WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all

claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

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

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: Victoria Walker
Name: VICTORIA WALKER

James D. Allen
Name: JAMES D. ALLEN
Title: Executive Vice President

By: Alyse Gray Lewis
Name: ALYSSE GRAY LEWIS

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of May, 2023, by James D. Allen as Executive Vice President of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



Alyse Gray Lewis
NOTARY PUBLIC, STATE OF TEXAS

Name: Alyse Gray Lewis
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Harmony on Lake Eloise, Phase 1 Improvements

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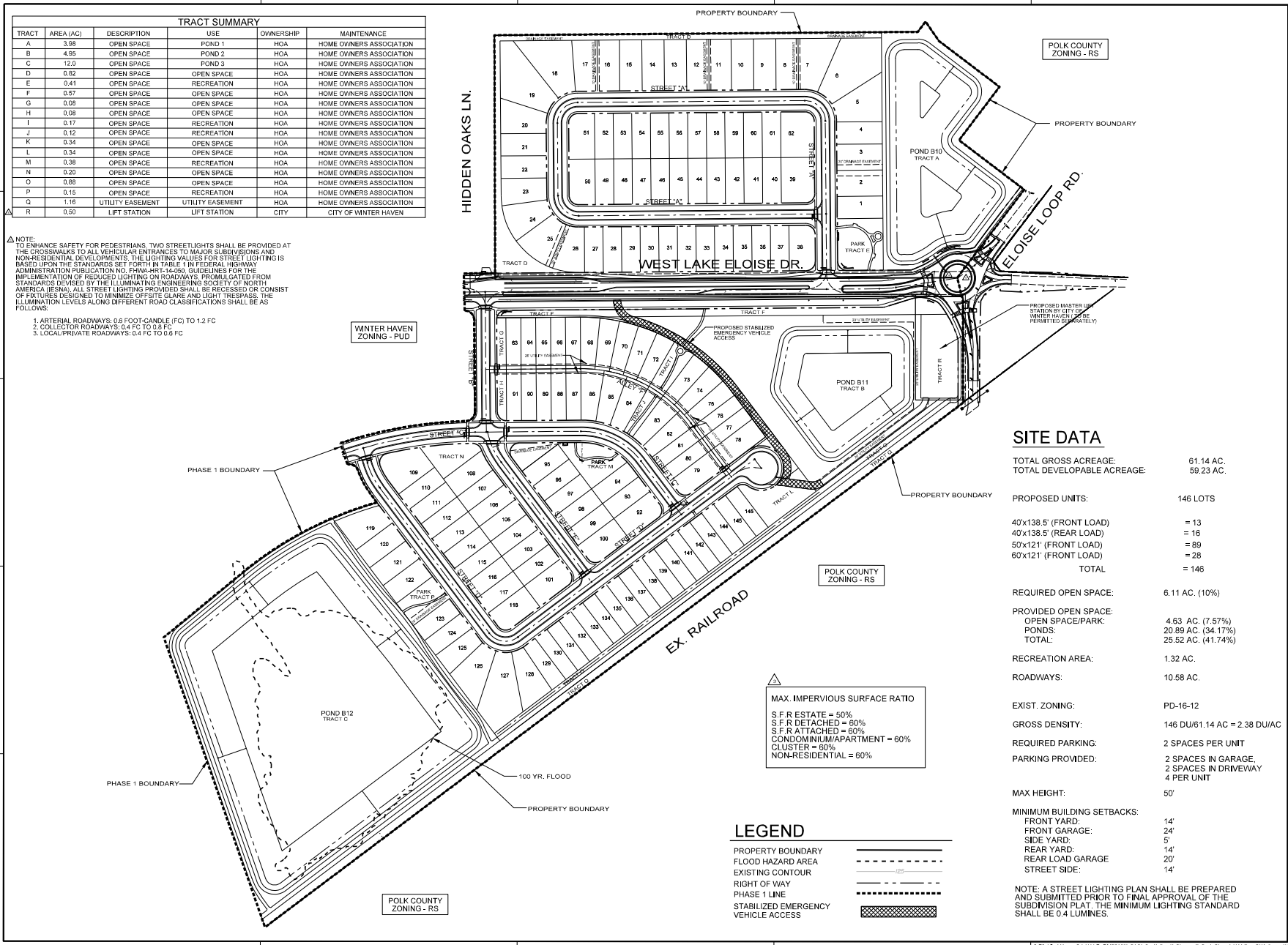
EXHIBIT B

Location of Offsite Improvements

TRACT SUMMARY					
TRACT	AREA (AC)	DESCRIPTION	USE	OWNERSHIP	MAINTENANCE
A	3.98	OPEN SPACE	POND 1	HOA	HOME OWNERS ASSOCIATION
B	4.95	OPEN SPACE	POND 2	HOA	HOME OWNERS ASSOCIATION
C	12.0	OPEN SPACE	POND 3	HOA	HOME OWNERS ASSOCIATION
D	0.82	OPEN SPACE	OPEN SPACE	HOA	HOME OWNERS ASSOCIATION
E	0.41	OPEN SPACE	RECREATION	HOA	HOME OWNERS ASSOCIATION
F	0.57	OPEN SPACE	OPEN SPACE	HOA	HOME OWNERS ASSOCIATION
G	0.08	OPEN SPACE	OPEN SPACE	HOA	HOME OWNERS ASSOCIATION
H	0.08	OPEN SPACE	OPEN SPACE	HOA	HOME OWNERS ASSOCIATION
I	0.17	OPEN SPACE	RECREATION	HOA	HOME OWNERS ASSOCIATION
J	0.12	OPEN SPACE	RECREATION	HOA	HOME OWNERS ASSOCIATION
K	0.34	OPEN SPACE	OPEN SPACE	HOA	HOME OWNERS ASSOCIATION
L	0.34	OPEN SPACE	OPEN SPACE	HOA	HOME OWNERS ASSOCIATION
M	0.38	OPEN SPACE	RECREATION	HOA	HOME OWNERS ASSOCIATION
N	0.20	OPEN SPACE	OPEN SPACE	HOA	HOME OWNERS ASSOCIATION
O	0.88	OPEN SPACE	OPEN SPACE	HOA	HOME OWNERS ASSOCIATION
P	0.15	OPEN SPACE	RECREATION	HOA	HOME OWNERS ASSOCIATION
Q	1.16	UTILITY EASEMENT	UTILITY EASEMENT	HOA	HOME OWNERS ASSOCIATION
R	0.50	LIFT STATION	LIFT STATION	CITY	CITY OF WINTER HAVEN

NOTE: TO ENHANCE SAFETY FOR PEDESTRIANS, TWO STREETLIGHTS SHALL BE PROVIDED AT THE CROSSINGS TO ALL VEHICULAR ENTRANCES TO MAJOR SUBDIVISIONS AND NON-RESIDENTIAL DEVELOPMENTS. THE LIGHTING VALUES FOR STREET LIGHTING IS BASED UPON THE STANDARDS SET FORTH IN TABLE 1 IN FEDERAL HIGHWAY ADMINISTRATION PUBLICATION NO. FHWA-RD-14-030. GUIDELINES FOR THE IMPLEMENTATION OF REDUCED LIGHTING ON ROADWAYS, PROMULGATED FROM STANDARDS DEVELOPED BY THE ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA (IESNA). ALL STREET LIGHTING PROVIDED SHALL BE RECESSED OR CONSIST OF FIXTURES DESIGNED TO MINIMIZE OFF-SITE GLOW AND LIGHT TRESPASS. THE ILLUMINATION LEVELS ALONG DIFFERENT ROAD CLASSIFICATIONS SHALL BE AS FOLLOWS:

1. ARTERIAL ROADWAYS: 0.5 FOOT-CANDLE (FC) TO 1.2 FC
2. COLLECTOR ROADWAYS: 0.4 FC TO 0.8 FC
3. LOCAL PRIVATE ROADWAYS: 0.4 FC TO 0.6 FC



SITE DATA

TOTAL GROSS ACREAGE:	61.14 AC.
TOTAL DEVELOPABLE ACREAGE:	59.23 AC.
PROPOSED UNITS:	146 LOTS
40'x138.5' (FRONT LOAD)	= 13
40'x138.5' (REAR LOAD)	= 16
50'x121' (FRONT LOAD)	= 89
60'x121' (FRONT LOAD)	= 28
TOTAL	= 146
REQUIRED OPEN SPACE:	6.11 AC. (10%)
PROVIDED OPEN SPACE:	
OPEN SPACE/PARK:	4.63 AC. (7.57%)
PONDS:	20.89 AC. (34.17%)
TOTAL:	25.52 AC. (41.74%)
RECREATION AREA:	1.32 AC.
ROADWAYS:	10.58 AC.
EXIST. ZONING:	PD-16-12
GROSS DENSITY:	146 DU/61.14 AC = 2.38 DU/AC
REQUIRED PARKING:	2 SPACES PER UNIT
PARKING PROVIDED:	2 SPACES IN GARAGE, 4 PER UNIT
MAX HEIGHT:	50'
MINIMUM BUILDING SETBACKS:	
FRONT YARD:	14'
FRONT GARAGE:	24'
SIDE YARD:	5'
REAR YARD:	14'
REAR LOAD GARAGE:	20'
STREET SIDE:	14'

NOTE: A STREET LIGHTING PLAN SHALL BE PREPARED AND SUBMITTED PRIOR TO FINAL APPROVAL OF THE SUBDIVISION PLAT. THE MINIMUM LIGHTING STANDARD SHALL BE 0.4 LUMINES.

MAX. IMPERVIOUS SURFACE RATIO

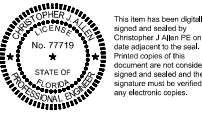
- S.F.R ESTATE = 50%
- S.F.R DETACHED = 60%
- S.F.R ATTACHED = 60%
- CONDOMINIUM/APARTMENT = 60%
- CLUSTER = 60%
- NON-RESIDENTIAL = 60%

LEGEND

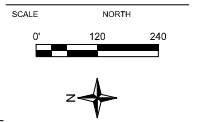
PROPERTY BOUNDARY	—————
FLOOD HAZARD AREA	-----
EXISTING CONTOUR
RIGHT OF WAY	—————
PHASE 1 LINE	—————
STABILIZED EMERGENCY VEHICLE ACCESS	▨▨▨▨▨



HARMONY AT LAKE ELOISE PHASE 1
CITY OF WINTER HAVEN
POLK COUNTY, FLORIDA



This item has been digitally signed and sealed by Christopher J. Alpaerts on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



REVISIONS

No.	DATE	BY	Description

PROJECT #	50133168
DRAWN BY	DKO
APPROVED BY	CJA
CHECKED BY	NES
DATE	APRIL 2021
DATUM	NAVD 88

OVERALL SITE PLAN

HALE-60133168-CAD-CJH-Hal-CM-Plan
SHEET NO.

C09

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 189, Florida Statutes and located in the City of Winter Haven, Florida, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as "**SELLER**"), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from the **CITY OF WINTER HAVEN, FLORIDA**, a political subdivision of the State of Florida, whose address is 451 Third Street NW, Winter Have, Florida (hereinafter referred to as "**COUNTY**"), has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

1. All wastewater lines, pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto located within or upon that certain real property owned by the SELLER and described as Tract Q (Utility Easement), Tract R (Lift Station), Tracts S and T (Roadways), and any other "Utility Easements," as identified in the plat known as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida; and

2. All potable water lines, pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances thereto located within or upon that certain real property owned by the SELLER and described as Tract Q (Utility Easement), Tract R (Lift Station), Tracts S and T (Roadways), and any other "Utility Easements," as identified in the plat known as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida; and

3. All reclaimed potable water lines, pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, equipment and appurtenances located within or upon that certain real property owned by the SELLER and described as Tract Q (Utility Easement), Tract R (Lift Station), Tracts S and T (Roadways), and any other "Utility Easements," as identified in the plat known as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and

encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, effective as of the 12th day of May, 2023.

WITNESS

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government

[Signature]
Print Name: Esperanza Maxon

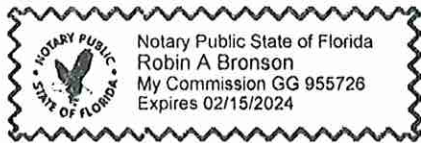
By: [Signature]
Print Name: William Fife
Its: Chairman

[Signature]
Print Name: Charles Marsala

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 3rd day of May, 2023, by William Fife, as Chairman of the Harmony on Lake Eloise Community Development District, on behalf of the District, who [] is personally known to me or [] has produced _____ as identification.

[Affix Seal Here]



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: R Bronson
My Commission Expires: 2.15.24
Commission Number: GG955726

This instrument was prepared by:

(This space reserved for Clerk)

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the 11th day of May 2023, by and between:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"); and

Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Osceola, State of Florida, and more particularly below ("Property"):

Tracts A, B and C (Drainage & Retention), Tracts D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R (Open Space), Tracts S and T (Roadways), as identified on the plat known as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

This Special Warranty Deed is subject to the terms and conditions of **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP INC.

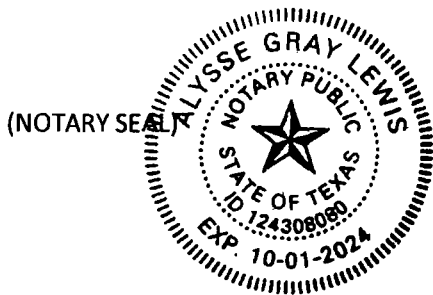
By: Victoria Walker
Name: VICTORIA WALKER

By: James D. Allen
Name: James D. Allen
Title: Executive Vice President

By: Lori Costanzo
Name: Lori Costanzo

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of May, 2023, by James D. Allen as Exec. Vice President of Forestar (USA) Real Estate Group Inc. who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS
Name: Alysse Gray Lewis
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor selling and conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Bill of Sale that but for Grantee's agreement to these provisions, Grantor would not have sold the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Bill of Sale. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Bill of Sale shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "**AS IS, WHERE IS, AND WITH ALL FAULTS**". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases,

discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Bill of Sale. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Bill of Sale. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term "*Claim*" or "*Claims*" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit "A", and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term "*Grantee Affiliate*" or "*Grantee Affiliates*" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term "*Grantee Party*" or "*Grantee Parties*" means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner's heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term “Grantor Party” or “Grantor Parties” means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc., and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of Forestar (USA) Real Estate Group Inc.,, and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.,

(g) GRANTEE’S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS BILL OF SALE, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE’S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR’S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR’S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS BILL OF SALE.

(h) Sovereign Immunity. Regardless of anything in the Bill of Sale, or herein, to the contrary, nothing in the Bill of Sale, or herein, shall be deemed to waive the Grantee’s limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

This instrument was prepared by:

Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

EASEMENT AGREEMENT
[HARMONY ON LAKE ELOISE, PHASE 1]

THIS EASEMENT AGREEMENT is made and entered into this 11th day of May, 2023, by and among:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Developer**"); and

Harmony on Lake Eloise Homeowners Association, Inc., a Florida non-for-profit corporation, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Association**"); and

Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of those certain plats identified as *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the **Official Records of Polk County, Florida**, among other documents, Developer has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

NOW THEREFORE, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“Easement Areas”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “Easement”):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled “Drainage Easements” and “Storm Sewer Drainage Easements,” as identified on the plat entitled, *Harmony on Lake Eloise, Phase 1*, as recorded at Plat Book 196, Pages 45 - 50, of the Official Records of Polk County, Florida; and

3. **Inconsistent Use.** Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’

fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

9. **Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

10. **Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. **Public Records.** Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. **Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. **Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

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

16. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

17. **Counterparts.** This instrument 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 acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: Victoria Walker
Name: VICTORIA WALKER

By: James D. Allen
Name: James D. Allen
Title: Executive Vice President
Name: James D. Allen

By: Alysse Gray Lewis
Name: Alysse Gray Lewis

STATE OF TEXAS
COUNTY OF TARRANT

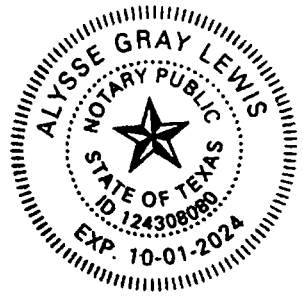
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of May, 2023, by James D. Allen as Exec. Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]

NOTARY PUBLIC, STATE OF TEXAS

Name: Alysse Gray Lewis
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)



[Signatures continue on following page]

WITNESSES

HARMONY ON LAKE ELOISE HOMEOWNERS' ASSOCIATION, INC.

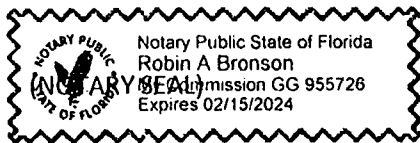
By: [Signature]
Name: Esperanza Maxon

By: [Signature]
Name: William Fife
Title: Chair / Board President

By: [Signature]
Name: Charles Marsala

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of May, 2023, by William Fife as President of Harmony on Lake Eloise Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: [Signature]
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

WITNESSES

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT

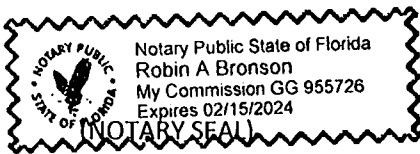
By: [Signature]
Name: Esperanza Maxon

By: [Signature]
Name: William Fife
Title: Chair

By: [Signature]
Name: Charles Marsala

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of May, 2023, by William Fife as Chair of the Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: R. Bronson
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

12

RESOLUTION 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 10, 2022, the Board of Supervisors (“Board”) of the Harmony on Lake Eloise Community Development District (“District”), adopted a Budget for Fiscal Year 2022/2023; and

WHEREAS, the Board desires to amend the previously adopted budget for Fiscal Year 2022/2023.

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

Section 1. The Fiscal Year 2022/2023 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2023 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 9th day of August, 2023.

ATTEST:

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	<u>Adopted Budget FY 2023</u>
EXPENDITURES	
Field operations and maintenance	
536.001 Field operations manager	4,500
536.002 Landscaping contract labor	33,750
536.003 Insurance: property	3,750
536.004 Porter services	4,500
536.005 Backflow prevention test	113
536.006 Irrigation maintenance/repair	2,250
536.007 Plants, shrubs & mulch	7,500
536.008 Annuals	7,500
536.009 Tree trimming	1,500
536.010 Signage	750
536.011 General maintenance	3,000
536.012 Fence/wall repair	1,125
536.013 Aquatic control - ponds	4,500
536.014 Fountain electric	4,500
536.015 Fountain maintenance	1,500
Electric:	
536.016 Irrigation	1,800
536.017 Street lights	18,000
536.018 Entrance signs	900
536.019 Water- irrigation	9,000
Total field operations	110,438

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

13

RESOLUTION 2023-02

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

2. PRINCIPAL HEADQUARTERS. The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of _____, and within Polk County, Florida.

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

PASSED AND ADOPTED this ____ day of _____, 2023.

ATTEST:

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2023**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 6,403	\$ -	\$ -	\$ 6,403
Investments				
Reserve	-	89,619	-	89,619
Capitalized interest	-	62,645	-	62,645
Cost of issuance	-	5,725	-	5,725
Due from Landowner	11,061	-	-	11,061
Total assets	<u>\$ 17,464</u>	<u>\$ 157,989</u>	<u>\$ -</u>	<u>\$ 175,453</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 11,061	\$ -	\$ -	\$ 11,061
Due to Landowner	403	7,843	-	8,246
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>17,464</u>	<u>7,843</u>	<u>-</u>	<u>25,307</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	11,061	-	-	11,061
Total deferred inflows of resources	<u>11,061</u>	<u>-</u>	<u>-</u>	<u>11,061</u>
Fund balances:				
Restricted for:				
Debt service	-	150,146	-	150,146
Capital projects	-	-	-	-
Unassigned	(11,061)	-	-	(11,061)
Total fund balances	<u>(11,061)</u>	<u>150,146</u>	<u>-</u>	<u>139,085</u>
Total liabilities and fund balances	<u>\$ 17,464</u>	<u>\$ 157,989</u>	<u>\$ -</u>	<u>\$ 175,453</u>

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ -	\$ 35,438	\$ 208,978	17%
Total revenues	<u>-</u>	<u>35,438</u>	<u>208,978</u>	17%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	22,000	48,000	46%
Legal	1,887	4,158	25,000	17%
Engineering	2,723	2,723	2,000	136%
Dissemination agent*	83	167	1,000	17%
Telephone	17	150	200	75%
Printing & binding	42	375	500	75%
Legal advertising	-	201	2,000	10%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	41	41	500	8%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>8,793</u>	<u>35,695</u>	<u>98,540</u>	36%
Field operations				
General maintenance	185	1,110	3,000	37%
Total field operations	<u>185</u>	<u>1,110</u>	<u>110,438</u>	1%
Total expenditures	<u>8,978</u>	<u>36,805</u>	<u>208,978</u>	18%
Excess/(deficiency) of revenues over/(under) expenditures	(8,978)	(1,367)	-	
Fund balances - beginning	(2,083)	(9,694)	-	
Fund balances - ending	<u>\$ (11,061)</u>	<u>\$ (11,061)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
EXPENDITURES		
Debt service		
Cost of issuance	-	146,454
Total debt service	-	146,454
Other fees & charges		
Total other fees and charges	-	-
Total expenditures	-	146,454
Excess/(deficiency) of revenues over/(under) expenditures	-	(146,454)
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	-	364,892
Underwriter's Discount	-	(36,057)
Original Issue Discount	-	(24,576)
Total other financing sources	-	304,259
Net change in fund balances	-	157,805
Fund balances - beginning	150,146	(7,659)
Fund balances - ending	\$ 150,146	\$ 150,146

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year To Date
REVENUES		
Total revenues	-	-
EXPENDITURES		
Capital outlay	-	2,300,108
Total expenditures	-	2,300,108
Excess/(deficiency) of revenues over/(under) expenditures	-	(2,300,108)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	2,300,108
Total other financing sources/(uses)	-	2,300,108
Net change in fund balances	-	-
Fund balances - beginning	-	-
Fund balances - ending	\$ -	\$ -

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

MINUTES OF MEETING
HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT

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The Board of Supervisors of the Harmony on Lake Eloise Community Development District held a Regular Meeting on April 12, 2023 at 9:30 a.m., at the Ramada by Wyndham Davenport Orlando South, 43824 Highway 27, Davenport, Florida 33837-6808.

Present at the meeting were:

William (Bill) Fife	Chair
Mary Moulton	Vice Chair
John (JC) Nowotny	Assistant Secretary
Lauren Martin	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell Hunt and Associates LLC
Jere Earlywine (via telephone)	District Counsel
Nicole Stalder (via telephone)	District Engineer
Valerie D’Ambrisio	Access Management

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 9:31 a.m. Supervisors Moulton, Fife, Nowotny and Martin were present. Supervisor Tyree was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Newly Appointed Supervisor, Lauren Martin [SEAT 4] (the following to be provided in a separate package)

Mr. Kantarzhi, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Lauren Martin. Ms. Martin is familiar with the following items:

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

- 42 **B. Membership, Obligations and Responsibilities**
- 43 **C. Financial Disclosure Forms**
- 44 **I. Form 1: Statement of Financial Interests**
- 45 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
- 46 **III. Form 1F: Final Statement of Financial Interests**
- 47 **D. Form 8B – Memorandum of Voting Conflict**

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49 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2023-05,**
 50 **Approving the Proposed Budget for Fiscal**
 51 **Year 2023/2024 and Setting a Public**
 52 **Hearing Thereon Pursuant to Florida Law;**
 53 **Addressing Transmittal, Posting and**
 54 **Publication Requirements; Addressing**
 55 **Severability; and Providing for an Effective**
 56 **Date**

57

58 Ms. Cerbone presented Resolution 2035-05. She reviewed the proposed Fiscal Year
 59 2024 budget, highlighting any line item increases, decreases and adjustments, compared to the
 60 Fiscal Year 2023 budget, and explained the reasons for any changes.

61 Discussion ensued regarding vertical assets, hardscape, streetlights, insurance increase,
 62 Estoppel letters, Forestar, platted lots and levying an assessment.

63 Ms. Cerbone will follow up with Management’s finance team about platted lots, include
 64 Forestar on the email and apprise the Board of the findings.

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66 **On MOTION by Mr. Fife and seconded by Ms. Moulton, with all in favor,**
 67 **Resolution 2023-05, Approving the Proposed Budget for Fiscal Year 2023/2024**
 68 **and Setting a Public Hearing Thereon Pursuant to Florida Law for August 9,**
 69 **2023 at 9:30 a.m., at the Ramada by Wyndham Davenport Orlando South,**
 70 **43824 Highway 27, Davenport, Florida 33837-6808; Addressing Transmittal,**
 71 **Posting and Publication Requirements; Addressing Severability; and Providing**
 72 **for an Effective Date, was adopted.**

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75 **FIFTH ORDER OF BUSINESS** **Ratification of Engagement with Jere**
 76 **Earlywine at Kutak Rock LLP**

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- 78 • **Consideration of Retention and Fee Agreement**

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

SIXTH ORDER OF BUSINESS

Consideration of Dewberry Engineer’s, Inc., Proposal to Provide Professional Consulting Services [2023 Supplemental Engineer’s Report]

Ms. Cerbone presented the Dewberry Engineer’s, Inc., Proposal to Provide Professional Consulting Services for preparation of the 2023 Supplemental Engineer’s Report; this is a retroactive approval.

Mr. Earlywine suggested that Ms. Stalder reference the Engineer’s Agreement and include the Report as a type of work authorization underneath that.

On MOTION by Mr. Nowotny and seconded by Ms. Martin, with all in favor, the Dewberry Engineer’s, Inc., Proposal to Provide Professional Consulting Services [2023 Supplemental Engineer’s Report], was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-02, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date

This item was deferred.

EIGHTH ORDER OF BUSINESS

Consideration of Lake Pros, LLC, First Amendment to Lake Maintenance Services Agreement

Mr. Kantarzhi presented the Lake Pros, LLC, First Amendment to Lake Maintenance Services Agreement. Exhibit A lists additional services to Ponds 2 through 15 and Swale 16; however, in the updated proposal, Ponds 2, 3 and 4 are listed as the only wet ponds. Thus, under the Amended Agreement, the additional services will reflect \$555 as opposed to \$2,050.

Mr. Earlywine stated Management can cross out the error and initial it.

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On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the Lake Pros, LLC, First Amendment to Lake Maintenance Services Agreement, as amended, was approved.

NINTH ORDER OF BUSINESS

Consideration of United Land Services, Proposal for Landscape and Irrigation Maintenance

Ms. Cerbone presented the United Land Services, Proposal for Landscape and Irrigation Maintenance.

Discussion ensued regarding the effective date, areas that will be maintained, billing, bond issuance, the HOA and a temporary construction easement.

On MOTION by Mr. Nowotny and seconded by Mr. Fife, with all in favor, the United Land Services, Proposal for Landscape and Irrigation Maintenance, was approved.

TENTH ORDER OF BUSINESS

Consideration of Leland Management, Inc., Field Operations Agreement

Ms. Cerbone presented the Leland Management, Inc., Field Operations Agreement and suggested approval in substantial form.

Asked about the effective date, Mr. Fife replied as soon as possible.

On MOTION by Mr. Fife and seconded by Ms. Moulton, with all in favor, the Leland Management, Inc., Field Operations Agreement, in substantial form, was approved.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of February 28, 2023

On MOTION by Mr. Fife and seconded by Ms. Moulton, with all in favor, the Unaudited Financial Statements as of February 28, 2023, were accepted.

TWELFTH ORDER OF BUSINESS

Approval of January 19, 2023 Regular Meeting Minutes

On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the January 19, 2023 Regular Meeting Minutes, as presented, were approved.

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THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: KE Law Group, PLLC

There was nothing further to report.

B. District Engineer: Dewberry Engineers, Inc.

Ms. Stadler asked if there is anything outstanding that is needed from Engineering. Mr. Earlywine stated the only outstanding items might be acquisition-related and, in one month, certificates will be needed for payment purposes.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: May 10, 2023 at 9:30 AM, immediately following the adjournment of the Fox Branch Ranch CDD meeting, scheduled to commence at 9:30 AM.**

○ **QUORUM CHECK**

The May, June and July meetings will be cancelled 10 days prior to the scheduled meeting dates. The next meeting will likely be held on August 9, 2023.

FOURTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

FIFTEENTH ORDER OF BUSINESS

Public Comments

There were no public comments.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Fife and seconded by Mr. Nowotny, with all in favor, the meeting adjourned at 10:19 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**



April 21, 2023

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

RE: Harmony on Lake Eloise Community Development District Registered Voters

Dear Ms. Gillyard,

In response to your request, there is currently **1** voter within the Harmony on Lake Eloise Community Development District. This number of registered voters in said District is as of **April 15, 2023**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

Lori Edwards
Supervisor of Elections
Polk County, Florida

P.O. Box 1460, Bartow, FL 33831 • Phone: (863) 534-5888

PolkElections.gov

Para asistencia en Español, por favor de llamar al (863) 534-5888

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION**

*Ramada by Wyndham Davenport Orlando South
43824 Highway 27, Davenport, Florida 33837-6808*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 12, 2022 CANCELED	Regular Meeting	9:30 AM*
November 9, 2022 CANCELED	Regular Meeting	9:30 AM*
December 14, 2022 CANCELED	Regular Meeting	9:30 AM*
January 11, 2023 <i>rescheduled to January 19, 2023</i>	Regular Meeting	9:30 AM*
January 19, 2023	Regular Meeting	9:30 AM
February 8, 2023 CANCELED	Regular Meeting	9:30 AM*
March 8, 2023 CANCELED	Regular Meeting	9:30 AM*
April 12, 2023	Regular Meeting	9:30 AM*
May 10, 2023 CANCELED	Regular Meeting	9:30 AM*
June 14, 2023 CANCELED	Regular Meeting	9:30 AM*
July 12, 2023 CANCELED	Regular Meeting	9:30 AM*
August 9, 2023	Regular Meeting	9:30 AM*
September 13, 2023	Regular Meeting	9:30 AM*

**Meetings will convene immediately following the adjournment of the Fox Branch Ranch CDD meetings, scheduled to commence at 9:30 a.m., respectively.*