Preston Cove
Community Development District

Agenda
December 16, 2021

AGENDA

Preston Cove
Community Development District

219 East Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

December 9, 2021

Board of Supervisors
Preston Cove
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Preston Cove Community Development District** will be held **Thursday, December 16, 2021 at 9:00 AM at the Offices of Hanson, Walter & Assoc., 8 Broadway, Suite 104, Kissimmee, Florida 34741.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
    A. Administration of Oath of Office to Newly Elected Board Members
4. Approval of Minutes of October 28, 2021 Board of Supervisors Meeting and Acceptance of Minutes of October 28, 2021 Landowners' Meeting
5. Review of Preliminary Supplemental Assessment Methodology Report
6. Consideration of Resolution 2022-06 Delegation Resolution
7. Consideration of Engineering Services Agreement with Hanson, Walter & Associates, Inc.
8. Consideration of Data Sharing and Usage Agreement with the Osceola County Property Appraiser
9. Consideration of Uniform Method Agreement with the Osceola County Property Appraiser
10. Staff Reports
    A. Attorney
        i. Memo on Stormwater Management Analysis
    B. Engineer
    C. District Manager's Report
        i. Balance Sheet and Income Statement
        ii. Ratification of FY2022 Funding Requests #2 - 4
11. Other Business
12. Supervisors Requests
13. Adjournment

The second order of business of the Board of Supervisors is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is organizational matters. Section A is Administration of Oaths of Office to Newly Elected Board Members.

The fourth order of business is approval of the minutes of the October 28, 2021 Board of Supervisors Meeting and Acceptance of Minutes of the October 28, 2021 Landowner's Meeting. The minutes are enclosed for your review.

The fifth order of business is the review of the Preliminary Supplemental Assessment Methodology Report. A copy of the report is enclosed for your review.

The sixth order of business is consideration of Resolution 2022-06 Delegation Resolution. A copy of the resolution is enclosed for your review.

The seventh order of business is consideration of Engineering Services Agreement with Hanson, Walter & Associates, Inc. A copy of the agreement is enclosed for your review.

The eighth order of business is consideration of Data Sharing and Usage Agreement with the Osceola County Property Appraiser. A copy of the agreement is enclosed for your review.

The nineth order of business is Consideration of Uniform Method Agreement with the Osceola County Property Appraiser. A copy of the agreement is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

George S. Flint
District Manager

CC: Jonathan Johnson, District Counsel; Darrin Mossing, GMS
Enclosures

MINUTES

MINUTES OF MEETING
PRESTON COVE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Preston Cove Community Development District was held Thursday, October 28, 2021 at 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida.

Present and constituting a quorum were:

Shaman Foradi	Chairman
Owais Khanani	Vice Chairman
Dan Eshleman	Assistant Secretary
Kristin Banks *by phone*	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Shawn Hindle	District Engineer

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Flint called the meeting to order.

SECOND ORDER OF BUSINESS **Public Comment Period**

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS **Organizational Matters**

A. Administration of Oaths of Office to Newly Elected Board Members

Mr. Flint swore in Mr. Foradi, Mr. Owais Khanani and Mr. Eshleman.

B. Consideration of Resolution 2022-01 Canvassing and Certifying the Results of the Landowners' Election

Mr. Flint stated that 147 votes were casted for Mr. Owais Khanani and Mr. Shaman Foradi, who will serve 4-year terms. 146 votes were casted for Mr. Dan Eshleman, Ms. Kristin Banks, and Mr. Jawaad Khanani, who will all serve 2-year terms.

> On MOTION by Mr. Owais Khanani, seconded by Mr. Eshleman, with all in favor, Resolution 2022-01 Canvassing and Certifying the Results of the Landowners' Election, was approved.

C. Election of Officers

D. Consideration of Resolution 2022-02 Electing Officers

Mr. Flint stated that previously the officers elected were Mr. Foradi as Chairman, Mr. Owais Khanani as Vice-Chairman, and the other Board members were Assistant Secretaries. Mr. Flint also said that he was the Secretary and Jill Burns was Treasurer while Katie Costa was Assistant Secretary. The Board agreed to keep these officers the same.

> On MOTION by Mr. Foradi, seconded by Mr. Owais Khanani, with all in favor, Resolution 2022-02 Electing Officers, was approved.

FOURTH ORDER OF BUSINESS **Approval of Minutes of September 30, 2021 Meeting**

Mr. Flint asked the Board if they had any comments or corrections to the minutes from the September 30, 2021 meeting. The Board had no changes.

> On MOTION by Mr. Foradi, seconded by Mr. Owais Khanani, with all in favor, the Minutes of September 30, 2021 Meeting, were approved.

FIFTH ORDER OF BUSINESS **Public Hearing**

Mr. Flint opened the public hearing and noted for the record that these public hearings were set at the organizational meeting.

> On MOTION by Mr. Foradi, seconded by Mr. Eshleman, with all in favor, Opening the Public Hearing, was approved.

A. Public Hearing on the Rules of Procedure

i. Consideration of Resolution 2022-03 Adopting the District's Rules of Procedure

Mr. Flint stated that these were provided in the agenda. Ms. Trucco elaborated that the resolution outlines the basic rules of the District and includes the notice requirements for each meeting and if they are going to adopt rules that the Board would need to have a hearing. The resolution also goes over the bidding process for agreements. She offered to answer any questions as well. There were no members of the public present to provide comment or testimony.

> On MOTION by Mr. Owais Khanani, seconded by Mr. Foradi, with all in favor, Resolution 2022-03 Adopting the District's Rules of Procedure, was approved.

B. Public Hearing on the Uniform Collection Method

i. Consideration of Resolution 2022-04 Expressing the District's Intent to Utilize the Uniform Method of Collection

Mr. Flint stated that under Chapter 197 the District has to go through a public hearing process to be able to use the tax bill to collect the debt and O&M assessments. Four consecutive notices that were required had been advertised in the newspaper. Mr. Flint stated that this resolution allows the District to use the tax bill. There were no members of the public present to provide comment or testimony.

Ms. Trucco elaborated that the resolution was to collect the assessments to repay the bonds. She stated that this also allows them to foreclose on a house if someone doesn't pay their taxes or special assessments opposed to direct billing. She stated that it is her office's recommendation that the Board adopts this.

> On MOTION by Mr. Owais Khanani, seconded by Mr. Eshleman, with all in favor, Resolution 2022-04 Expressing the District's Intent to Utilize the Uniform Method of Collection, was approved.

C. Public Hearing on the Fiscal Year 2022 Budget

i. Consideration of Resolution 2022-05 Adopting the Fiscal Year 2022 Budget and Relating to the Annual Appropriations

Mr. Flint stated that the public hearing was set at the previous meeting. The resolution is to adopt the budget for the Fiscal Year 2021-2022 due to there being a few days left in Fiscal Year

2021 when the District was created. There were no members of the public present to provide comment or testimony. Mr. Flint stated that these were administrative budgets and they contemplate the funding agreement would be the source of revenue in lieu of imposing assessments at this point. The Fiscal Year 2022 budget included expenses assuming bonds are issued including arbitrage, trustee, and dissemination agent fees. Mr. Flint stated that anything approved today can be amended at any time by the Board and that if the expenses are not incurred, the developer is not obligated so under the funding agreement the developer would only be obligated for the actual costs not the budget costs. He offered to answer any questions.

> On MOTION by Mr. Foradi, seconded by Mr. Owais Khanani, with all in favor, Resolution 2022-05 Adopting the Fiscal Year 2021 and Fiscal Year 2022 Budget and Relating to the Annual Appropriations, was approved.

> On MOTION by Mr. Eshleman, seconded by Mr. Foradi, with all in favor, Closing the Public Hearing, was approved.

SIXTH ORDER OF BUSINESS **Ranking of Proposals for District Engineering Services and Selection of District Engineer**

Mr. Flint stated that for engineering services, anything in excess of $30,000 falls under the consultants competitive negotiate act which requires the Board to advertise for those services and make the selection based on qualifications. The Board did authorize GMS to advertise and they did extend the initial deadline when they did not receive any responses. Mr. Hindle was present with Hanson, Walter & Associates and offered to answer any questions from the Board regarding his proposal. Mr. Flint reiterated that the proposal is based on qualifications and if Hanson, Walter & Associates was selected then they would negotiate an agreement with their fees.

> On MOTION by Mr. Owais Khanani, seconded by Mr. Foradi, with all in favor, the Proposal from Hanson, Walter & Associates for District Engineering Services and Selection of District Engineer, and Authorizing Staff to Negotiate an Agreement, was approved.

SEVENTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

Ms. Carpenter stated that Friday, November 5, 2021 was the final hearing for the validation of the bonds so that they can begin the formal bond issuance process. She submitted the testimony and she does not foresee any issues.

B. Engineer

Mr. Hindle stated that everything on site had been corrected and appeared to meet compliance requirements. He stated that the flooding complaints had been addressed as well. He also said that next week there will be other areas sodded and stabilized.

C. District Manager's Report

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS **Other Business**

There being none, the next item followed.

NINTH ORDER OF BUSINESS **Supervisors Requests**

There being none, the next item followed.

TENTH ORDER OF BUSINESS **Adjournment**

Mr. Flint adjourned the meeting.

On MOTION by Mr. Owais Khanani, seconded by Mr. Eshleman, with all in favor, the meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

MINUTES OF MEETING
PRESTON COVE
COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting of the Preston Cove Community Development District was held Thursday, October 28, 2021 at 9:00 a.m. at 8 Broadway, Suite 104, Kissimmee, Florida.

Present were:

Shaman Foradi	Chairman
Owais Khanani	Vice Chairman
Dan Eshleman	Assistant Secretary
Kristin Banks *by phone*	Assistant Secretary
George Flint	District Manager
Kristen Trucco	District Counsel
Shawn Hindle	District Engineer

FIRST ORDER OF BUSINESS **Determination of Number of Voting Units Represented**

Mr. Flint stated that Mr. Owais Khanani was present and represented Elevation Preston Cove, LLC which owns 100% of the property within the boundaries of the CDD comprising 146.69 acres.

SECOND ORDER OF BUSINESS **Call to Order**

Mr. Flint called the meeting to order. There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS **Election of Chairman for the Purpose of Conducting the Landowners Meeting**

Mr. Owais Khanani designated Mr. Flint as the Chairman to conduct the meeting.

FOURTH ORDER OF BUSINESS **Nominations for the Position of Supervisor**

Mr. Flint stated that Mr. Owais Khanani provided his ballot that nominated himself, Mr. Foradi, Mr. Eshleman, Mr. Jawaad Khanani and Ms. Banks as Supervisors.

FIFTH ORDER OF BUSINESS **Casting of Ballots**

Mr. Flint stated that there were 147 eligible votes and the two Board members with the most votes are 4-year terms and the others serve 2-year terms.

SIXTH ORDER OF BUSINESS **Ballot Tabulation**

Mr. Flint stated that 147 votes were cast for Mr. Owais Khanani and Mr. Shaman Foradi, who will serve 4-year terms. 146 votes were cast for Mr. Dan Eshleman, Ms. Kristin Banks and Mr. Jawaad Khanani, who will all serve 2-year terms.

SEVENTH ORDER OF BUSINESS **Landowners Questions and Comments**

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS **Adjournment**

Mr. Flint adjourned the meeting.

SECTION V

PRELIMINARY SUPPLEMENTAL

ASSESSMENT METHODOLOGY

FOR

PRESTON COVE

COMMUNITY DEVELOPMENT DISTRICT

Date: December 16, 2021

Prepared by

Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801

Table of Contents

1.0 Introduction 3
1.1 Purpose 3
1.2 Background 3
1.3 Special Benefits and General Benefits 4
1.4 Requirements of a Valid Assessment Methodology 5
1.5 Special Benefits Exceed the Costs Allocated 5

2.0 Assessment Methodology 5
2.1 Overview 5
2.2 Allocation of Debt 6
2.3 Allocation of Benefit 8
2.4 Lienability Test: Special and Peculiar Benefit to the Property 8
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments 9

3.0 True-Up Mechanism 9

4.0 Assessment Roll 10

5.0 Appendix 11
Table 1: Development Program 11
Table 2: Infrastructure Cost Estimates 12
Table 3: Bond Sizing 13
Table 4: Allocation of Benefit 14
Table 5: Allocation of Benefit/Total Par Debt to Each Product Type 15
Table 6: Par Debt and Annual Assessments 16
Table 7: Preliminary Assessment Roll 17
Table 8: Benefit 18

GMS-CF, LLC does not represent the Preston Cove Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Preston Cove Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Preston Cove Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the "District"), as amended. The District plans to issue approximately $16,085,000 of tax exempt bonds (the "Series 2021 Bonds") for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Engineer's Report dated August 26, 2021 prepared by Hanson, Walter & Associates, Inc. as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction and/or acquisition of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This Supplemental Assessment Methodology Report (the "Assessment Report") supplements the Master Assessment Methodology dated August 26, 2021 and provides for an assessment methodology for allocating the debt incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District's capital improvement plan ("CIP"). This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 146.69 acres within Osceola County, Florida. The development program currently and is currently planned for 385 single family units and 218 multi family units which is made up of Phase 1A (herein "Assessment Area One") and Phase 1B & Phase 2 (herein "Assessment Area Two") (collectively, the "Development"). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit the assessable property within the District. The CIP is delineated

in the Engineer's Report. Specifically, the District will construct and/or acquire certain roadways and alleys, stormwater management, utilities (water, wastewater, and reclaim), hardscape/landscape/irrigation/trails, undergrounding of conduit, amenity feature (pool and clubhouse tract), environmental conservation/mitigation, professional services and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the CIP.
2. The District Engineer determines the assessable acres that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for properties within it's borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

1) The properties must receive a special benefit from the improvements being paid for.
2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are equal or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of the District will cost approximately $22,920,075. The District's Underwriter projects that financing costs required to fund a portion of the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately $16,085,000. Additionally, funding required to complete the CIP which is not financed with Bonds will be funded by Developer. Without the CIP, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue approximately $16,085,000 in Bonds to fund the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the $16,085,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development, these construction costs are outlined

in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost $22,920,075. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the CIP and related costs was determined by the District's Underwriter to total approximately $16,085,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District. The Development will be made up of two assessment areas (Assessment Area One & Assessment Area Two) which will be assigned Debt based on the benefit each receives from the CIP.

In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to $1,755,000 in eligible infrastructure.

Assessment Area One

Proceeds of the Series 2021A Bonds will be used to acquire and/or construct a portion of the CIP in the estimated amount of $5.1 million. Initially, the Series 2021A Assessments securing the Series 2021A Bonds will be levied on an equal per acre basis over the gross acreage within the District. The Series 2021A Bonds will then be allocated on a per lot basis upon the sale of property with specific entitlements transferred thereto or platting of the units within Phase 1A of the Development which includes approximately [X] acres within the District planned for 367 residential lots ("Assessment Area One"). The Series 2021A Bonds were sized to correspond to the collection of Series 2021A Assessments from the 367 residential lots planned within Phase 1A of the Development consisting of [X] acres.

The Series 2021A Assessments are expected to be paid annually over a thirty (30) year period. Table 6 – Assessment Area One presents principal and annual amounts of the Series 2021A Assessments that will be levied on the lands within Assessment Area One in connection with the Series 2021A Bonds.

Assessment Area Two

Proceeds of the Series 2021B Bonds will be used to acquire and/or construct additional portions of the CIP in the estimated amount of $9.2 million. Initially, the Series 2021B-

1 Assessments securing the Series 2021B-1 Bonds will be levied on an equal per acre basis over the gross acreage within the District. The Series 2021B-1 Assessments levied in connection with the Series 2021B-1 Bonds will then be allocated on a per lot basis upon the sale of property with specific entitlements transferred thereto or platting of the units within Phase 1B and Phase 2 of the Development which includes approximately [X] acres within the District planned for 236 residential lots ("Assessment Area Two"). The Series 2021B-1 Bonds were sized to correspond to the collection of Series 2021B-1 Assessments from the 236 residential lots planned within Phase 1B and Phase 2 of the Development consisting of [X] acres.

The Series 2021B-2 Assessments levied in connection with the Series 2021B-2 Bonds will initially be allocated over all acreage within the District. The Series 2021B-2 Assessments will then be assigned upon the sale of property with specific entitlements transferred thereto or platting of lots within Assessment Area Two which includes approximately [X] acres within Phase 1B of the District planned for 236 residential lots. The Series 2021B-2 Bonds were sized to correspond to the 236 residential lots planned within Phase 1B and Phase 2 of the District.

The Series 2021B-1 Assessments are expected to be paid annually over a thirty (30) year period while the Series 2021B-2 Assessments are expected to be prepaid by the Developer at the time of a sale to a builder. Table 6 – Assessment Area Two presents principal and annual amounts of the Series 2021B Assessments that will be levied on the lands within Assessment Area Two in connection with the Series 2021B Bonds.

The initial assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). If undeveloped lands are sold then debt will be assigned based on entitlements transferred thereto. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 385 single family units and 218 multi family units, within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report may be supplemented from time to time.

2.3 Allocation of Benefit

The CIP consists of certain roadways and alleys, stormwater management, utilities (water, wastewater, and reclaim), hardscape/landscape/irrigation/trails, undergrounding of conduit, amenity feature (pool and clubhouse tract), environmental conservation/mitigation, professional services and contingency. There are ***two*** residential product types within the planned development. The single family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units equals or exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities and services for its residents. These include certain roadways and alleys, stormwater management, utilities (water, wastewater, and reclaim), hardscape/landscape/irrigation/trails, undergrounding of conduit, amenity feature (pool and clubhouse tract), environmental conservation/mitigation, professional services and contingency. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of CIP, the special and peculiar benefits are:

1) the added use of the property,
2) added enjoyment of the property, and
3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the

Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Assessment Area One

Product Types	No. of Units *	ERUs per Unit (1)	Total ERUs
Multi Family	218	0.75	164
Single Family 50'	132	1	132
Single Family 70'	17	1	17
Total Units	367		313

Assessment Area Two

Product Types	No. of Units *	ERUs per Unit (1)	Total ERUs
Multi Family	0	0.75	0
Single Family 50'	202	1	202
Single Family 70'	34	1	34
Total Units	236		236

Combined Areas

Product Types	No. of Units *	ERUs per Unit (1)	Total ERUs
Multi Family	218	0.75	164
Single Family 50'	334	1	334
Single Family 70'	51	1	51
Total Units	603		549

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family unit equal to 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Roadways and Alleys	$8,633,582
Stormwater Management	$3,790,000
Utilities (Water, Sewer, Reclaim)	$3,313,650
Hardscape/Landscape/Irrigation/Trails	$947,020
Undergroundig of Conduit	$1,150,000
Amenity Feature (Pool and Clubhouse Tract)	$1,465,000
Environmental Conservation/Mitigation	$110,000
Profesional Services and Contingency	$3,510,823
Total Improvements	$22,920,075

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated August 9, 2021

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Series 2021 Bonds

Description	Series 2021A	Series 2021B	Series 2021B-2	**Total Bond Issue**
Construction Funds	$5,141,284	$3,606,936	$5,611,789	$14,360,010
Debt Service Reserve	$315,466	$230,270	$208,406	$754,142
Capitalized Interest	$152,250	$115,594	$156,305	$424,148
Underwriters Discount	$116,000	$82,200	$123,500	$321,700
Cost of Issuance	$75,000	$75,000	$75,000	$225,000
Par Amount*	**$5,800,000**	**$4,110,000**	**$6,175,000**	**$16,085,000**

Bond Assumptions:	Series 2021A	Series 2021B	Series 2021 B-2
Average Coupon	3.5%	3.75%	3.375%
Amortization	30 Years	30 Years	10 Years
Capitalized Interest	9 Months	9 Months	9 Months
Debt Service Reserve	Max Annual D/S	Max Annual D/S	100% of Interest
Underwriters Discount	2%	2%	2%

* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvement Costs Per Product Type	Product Type - Master Assesssment Methodology	Par Debt Per Unit - Master Assessment Methodology
Multi Family	218	0.75	164	29.81%	$6,832,146	$8,644,485	$39,653.60
Single Family 50'	334	1	334	60.89%	$13,956,800	$17,659,070	$52,871.47
Single Family 70'	51	1	51	9.30%	$2,131,128	$2,696,445	$52,871.47
Totals	603		549	100%	$22,920,075	$29,000,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5A - ASSESSMENT AREA ONE
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Series 2021A Bonds (Assessment Area One)

Product Types	No. of Units *	ERU	Total ERUs	ERU %	Potential Par Debt Per Product Type	Developer Contributions	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Multi Family	218	0.75	163.5	52.32%	$ 3,128,736	$ (1,663)	$ 3,127,073	$ 14,344
Single Family 50'	132	1.00	132.0	42.24%	$ 2,525,952	$ (157,990)	$ 2,367,962	$ 17,939
Single Family 70'	17	1.00	17.0	5.44%	$ 325,312	$ (20,347)	$ 304,965	$ 17,939
Totals	367		312.5	100%	$ 5,980,000	$ (180,000)	$ 5,800,000	

** In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recogniz a developer contribution equal to $180,000 in eligible infrastructure.

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5B - ASSESSMENT AREA TWO
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Series 2021B Bonds (Assessment Area Two)

Product Types	No. of Units *	ERU	Total ERUs	ERU %	Potential Par Debt Per Product Type	Developer Contributions	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Multi Family	0	0.75	0.0	0.00%	$ -	$ -	$ -	$ -
Single Family 50'	202	1	202.0	85.59%	$ 3,517,881	$ -	$ 3,517,881	$ 17,415
Single Family 70'	34	1	34.0	14.41%	$ 592,119	$ -	$ 592,119	$ 17,415
Totals	236		236.0	100%	$ 4,110,000	$ -	$ 4,110,000	

Series 2021B-2 Bonds (Assessment Area Two)

Product Types	No. of Units *	ERU	Total ERUs	ERU %	Potential Par Debt Per Product Type	Developer Contributions	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Multi Family	0	0.75	0.0	0.00%	$ -	$ -	$ -	$ -
Single Family 50'	202	1	202.0	85.59%	$ 6,633,475	$ (1,566,355)	$ 5,067,120	$ 25,085
Single Family 70'	34	1	34.0	14.41%	$ 1,116,525	$ (8,644)	$ 1,107,882	$ 32,585
Totals	236		236.0	100%	$ 7,750,000	$ (1,575,000)	$ 6,175,000	

Combined Series 2021B & Series 2021B-2 (Assessment Area Two)

Product Types	No. of Units *	ERU	Total ERUs	ERU %	Potential Par Debt Per Product Type	Developer Contributions	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Multi Family	0	0.75	0.0	0.00%	$ -	$ -	$ -	$ -
Single Family 50'	202	1	202.0	85.59%	$ 10,151,356	$ (1,566,355)	$ 8,585,001	$ 42,500
Single Family 70'	34	1	34.0	14.41%	$ 1,708,644	$ (8,644)	$ 1,700,000	$ 50,000
Totals	236		236.0	100%	$ 11,860,000	$ (1,575,000)	$ 10,285,000	

* Unit mix is subject to change based on marketing and other factors

** In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to $1,575,000 in eligible infrastructure.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6A - ASSESSMENT AREA ONE
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Series 2021A Bonds (Assessment Area One)(30 Years)

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Multi Family	218	$3,127,073	$14,344	$170,084	$780	$830
Single Family 50'	132	$2,367,962	$17,939	$128,795	$976	$1,038
Single Family 70'	17	$304,965	$17,939	$16,587	$976	$1,038
Totals	367	$5,800,000		$315,466		

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6B - ASSESSMENT AREA TWO
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Series 2021B Bonds (Assessment Area Two)(30 Years)

Product Types	No. of Units *	Debt Per Product Type	Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Multi Family	0	$0	$0	$0	$0	$0
Single Family 50'	202	$3,517,881	$17,415	$197,095	$976	$1,038
Single Family 70'	34	$592,119	$17,415	$33,174	$976	$1,038
Totals	236	$4,110,000		$230,270		

Series 2021B-2 Bonds (Assessment Area Two)(Years 2022 - 2032)

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Par Debt Per Unit	Interest Only Debt Service (Years 2022-2032)	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Multi Family	0	$0	$0	$0	$0	$0
Single Family 50'	202	$5,067,120	$25,085	$171,015	$847	$901
Single Family 70'	34	$1,107,882	$32,585	$37,391	$1,100	$1,170
Totals	236	$6,175,000		$208,406		

Series 2021B-2 Bonds (Assessment Area Two)(Year 2033)

Product Types	No. of Units *	Debt Per Product Type	Par Debt Per Unit	Max Annual Debt Service (Year 2033)	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Multi Family	0	$0	$0	$0	$0	$0
Single Family 50'	202	$5,067,120	$25,085	$5,238,135	$25,931	$27,587
Single Family 70'	34	$1,107,882	$32,585	$1,145,273	$33,684	$35,835
Totals	236	$6,175,000		$6,383,406		

Combined Series 2021B & Series 2021B-2 (Assessment Area Two)(Years 2022 - 2032)

Product Types	No. of Units *	Allocation of Par Debt Per Product	Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Multi Family	0	$0	$0	$0	0	$0
Single Family 50'	202	$8,585,001	$42,500	$368,111	$1,822	$1,939
Single Family 70'	34	$1,700,000	$50,000	$70,565	$2,075	$2,208
Totals	236	$10,285,000		$438,676		

Combined Series 2021B & Series 2021B-2 (Assessment Area Two)(Year 2033)

Product Types	No. of Units *	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Multi Family	0	$0	$0	$0
Single Family 50'	202	$5,435,230	$26,907	$28,625
Single Family 70'	34	$1,178,447	$34,660	$36,873
Totals	236	$6,613,677		

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Owner	Property*	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Elevation Preston Cove, LLC	Preston Cove CDD	146.69	$ 109,653	$ 16,085,000	$ 754,142	$ 802,279
Totals		146.69		$ 16,085,000	$ 754,142	$ 802,279

(1) This amount includes 6% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	10-30 years
Coupon Rate (%)	3.5%
Maximum Annual Debt Service	$754,142

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 8 - BENEFIT
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
SUPPLEMENTAL ASSESSMENT METHODOLOGY

Assessment Area One

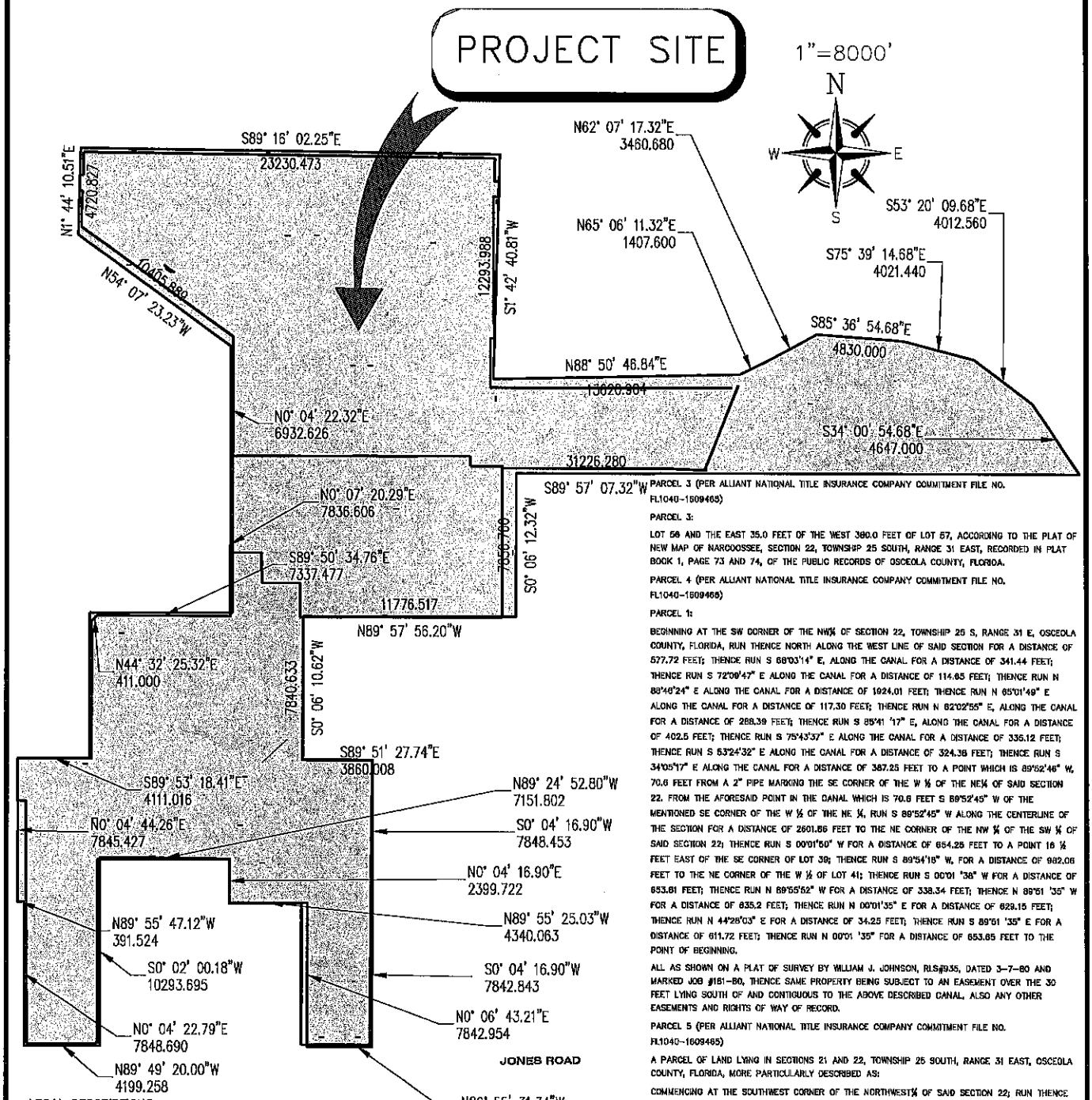
Product Types	Units	Total Improvement Cost Per Unit	Estimated Per Unit Par Debt - Master Assessment Report	Series 2021 Par Debt Per Unit	Estimated Per Unit Annual Debt - Master Assessment Report*	Series 2021 Per Unit Annual Debt Assessment*
Multi Family	218	31,340	39,654	14,344	3,334	830
Single Family 50'	132	41,787	52,871	17,939	4,445	1,038
Single Family 70'	17	41,787	52,871	17,939	4,445	1,038
Totals	367					

Assessment Area Two

Product Types	Units	Total Improvement Cost Per Unit	Estimated Per Unit Par Debt - Master Assessment Report	Series 2021 Par Debt Per Unit	Estimated Per Unit Annual Debt - Master Assessment Report*	Series 2021 Per Unit Annual Debt Assessment*
Multi Family	0	31,340	$39,654	$0	$3,334	$0
Single Family 50'	202	41,787	$52,871	$42,500	$4,445	$1,939
Single Family 70'	34	41,787	$52,871	$50,000	$4,445	$2,208
Totals	236					

*This amount includes collection fees and early payment discounts when collected on the County Tax Bill

Prepared by: Governmental Management Services - Central Florida, LLC



LEGAL DESCRIPTIONS:

PARCEL 1 (PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 2612INC):

BEGINNING AT THE SOUTHWEST CORNER OF LOT 65, NARCOOSSEE FARM AND TOWNSITE SURVEY AND PLAT OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, RUN EAST ALONG THE SOUTH LINE OF SAID LOT 65, A DISTANCE OF 40.9 FEET; THENCE RUN NORTH PARALLEL TO THE WEST LINE OF LOT 65, A DISTANCE OF 853.8 FEET; THENCE RUN EAST PARALLEL TO THE SOUTH LINE OF LOT 65, A DISTANCE OF 578.7 FEET, TO THE EAST LINE OF LOT 66 OF SAID PLAT; THENCE RUN NORTH A DISTANCE OF 453.8 FEET, TO THE NORTHEAST CORNER OF LOT 66; THENCE RUN WEST A DISTANCE OF 618.7 FEET, TO THE NORTHWEST CORNER OF LOT 66; THENCE RUN SOUTH 1307.8 FEET TO THE POINT OF BEGINNING. (A/K/A TRACT C, MARLLO LANDS)

PARCEL 2 (PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 2605INC)

THE EAST ONE HALF OF LOT 63 AND ALL OF LOT 64, NEW MAP OF NARCOOSSEE, SECTION 21, TOWNSHIP 25 SOUTH, RANGE 31 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE(S) 73 AND 74, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. TOGETHER WITH THE WEST ONE HALF OF VACATED ROAD RIGHT OF WAY ABUTTING PROPERTY AS SET FORTH IN RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 125, PAGE 291 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

E(S) 73-74, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 3 (PER ALLIANT NATIONAL TITLE INSURANCE COMPANY COMMITMENT FILE NO. FL1040-1609465)

PARCEL 3:

LOT 56 AND THE EAST 35.0 FEET OF THE WEST 380.0 FEET OF LOT 57, ACCORDING TO THE PLAT OF NEW MAP OF NARCOOSSEE, SECTION 22, TOWNSHIP 25 SOUTH, RANGE 31 EAST, RECORDED IN PLAT BOOK 1, PAGE 73 AND 74, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 4 (PER ALLIANT NATIONAL TITLE INSURANCE COMPANY COMMITMENT FILE NO. FL1040-1609465)

PARCEL 1:

BEGINNING AT THE SW CORNER OF THE NW¼ OF SECTION 22, TOWNSHIP 25 S, RANGE 31 E, OSCEOLA COUNTY, FLORIDA, RUN THENCE NORTH ALONG THE WEST LINE OF SAID SECTION FOR A DISTANCE OF 577.72 FEET; THENCE RUN S 68°03'14" E, ALONG THE CANAL FOR A DISTANCE OF 341.44 FEET; THENCE RUN S 72°09'47" E ALONG THE CANAL FOR A DISTANCE OF 114.65 FEET; THENCE RUN N 88°46'24" E ALONG THE CANAL FOR A DISTANCE OF 1024.01 FEET; THENCE RUN N 65°01'49" E ALONG THE CANAL FOR A DISTANCE OF 117.30 FEET; THENCE RUN N 82°02'55" E, ALONG THE CANAL FOR A DISTANCE OF 268.39 FEET; THENCE RUN S 85°41 '17" E, ALONG THE CANAL FOR A DISTANCE OF 402.5 FEET; THENCE RUN S 75°43'37" E ALONG THE CANAL FOR A DISTANCE OF 336.12 FEET; THENCE RUN S 53°24'32" E ALONG THE CANAL FOR A DISTANCE OF 324.36 FEET; THENCE RUN S 34°05'17" E ALONG THE CANAL FOR A DISTANCE OF 387.25 FEET TO A POINT WHICH IS 89°52'46" W, 70.6 FEET FROM A 2" PIPE MARKING THE SE CORNER OF THE W ½ OF THE NE¼ OF SAID SECTION 22. FROM THE AFORESAID POINT IN THE CANAL WHICH IS 70.6 FEET S 89°52'45" W OF THE MENTIONED SE CORNER OF THE W ½ OF THE NE ¼, RUN S 89°52'45" W ALONG THE CENTERLINE OF THE SECTION FOR A DISTANCE OF 2601.66 FEET TO THE NE CORNER OF THE NW ¼ OF THE SW ¼ OF SAID SECTION 22; THENCE RUN S 00°01'50" W FOR A DISTANCE OF 654.25 FEET TO A POINT 16 ½ FEET EAST OF THE SE CORNER OF LOT 39; THENCE RUN S 89°54'18" W, FOR A DISTANCE OF 982.06 FEET TO THE NE CORNER OF THE W ½ OF LOT 41; THENCE RUN S 00°01 '38" W FOR A DISTANCE OF 653.61 FEET; THENCE RUN N 89°55'52" W FOR A DISTANCE OF 338.34 FEET; THENCE N 89°51 '35" W FOR A DISTANCE OF 835.2 FEET; THENCE RUN N 00°01'35" E FOR A DISTANCE OF 629.15 FEET; THENCE RUN N 44°26'03" E FOR A DISTANCE OF 34.25 FEET; THENCE RUN S 89°61 '35" E FOR A DISTANCE OF 611.72 FEET; THENCE RUN N 00°01 '35" FOR A DISTANCE OF 653.65 FEET TO THE POINT OF BEGINNING.

ALL AS SHOWN ON A PLAT OF SURVEY BY WILLIAM J. JOHNSON, RLS#935, DATED 3-7-80 AND MARKED JOB #161-80, THENCE SAME PROPERTY BEING SUBJECT TO AN EASEMENT OVER THE 30 FEET LYING SOUTH OF AND CONTIGUOUS TO THE ABOVE DESCRIBED CANAL. ALSO ANY OTHER EASEMENTS AND RIGHTS OF WAY OF RECORD.

PARCEL 5 (PER ALLIANT NATIONAL TITLE INSURANCE COMPANY COMMITMENT FILE NO. FL1040-1609465)

A PARCEL OF LAND LYING IN SECTIONS 21 AND 22, TOWNSHIP 25 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST¼ OF SAID SECTION 22; RUN THENCE NORTH 577.72 FEET ALONG THE WEST SECTION LINE OF SAID SECTION 22 TO THE POINT OF BEGINNING; RUN THENCE N 54°10'00" W, 867.27 FEET; RUN THENCE N 01°39'40" E, 393.25 FEET; RUN THENCE S 88°20'31" E, 1936.14 FEET; RUN THENCE S 01°39'40" W, 1024.84 FEET; RUN THENCE S 88°46'24" W, 788.93 FEET; RUN THENCE N 72°09'47" W, 114.65 FEET; RUN THENCE N 68°03'14" W, 341.44 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EGRESS AND INGRESS EASEMENT 35.00 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST¼ OF SAID SECTION 22; RUN THENCE NORTH 577.72 FEET ALONG THE WEST SECTION LINE OF SAID SECTION 22; RUN THENCE N 54°10'00" W, 867.27 FEET; RUN THENCE N 01°39'40" E, 393.25 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; RUN THENCE N 01 '04'08" E, 1851.55 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BAY BRANCH ROAD; RUN THENCE N 89°53'38" 35.00 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; RUN THENCE S 01 '04'08" W, 1851.87 FEET; RUN THENCE N 89°20'31" W, 35.00 FEET TO THE POINT OF BEGINNING.

PARCEL 6 (PER O.R. 5378, PGS. 2408-2409)

LOT 57, LESS THE WEST 380 FEET THEREOF, NEW MAP OF NARCOOSSEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE(S) 73-74, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

8 BROADWAY AVENUE, SUITE 104, FLORIDA 34741-5481
PHONE: (407) 847-9433 FAX: (407) 847-2499
ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270
ENGINEERING, SURVEYING AND PLANNING
HWA
HANSON, WALTER & ASSOCIATES, INC.

CDD EXHIBIT

PROJECT: **PRESTON COVE**

METES AND BOUND

DATE 12/2/20

SECTION VI

RESOLUTION 2022-06

A RESOLUTION OF PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2021-14 BY AUTHORIZING THE ISSUANCE OF ITS PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS (ASSESSMENT AREA 1), SERIES 2022 AND ITS PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS (ASSESSMENT AREA 2), SERIES 2022A AND SERIES 2022B (COLLECTIVELY, THE "SERIES 2022 BONDS") IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING $20,000,000 FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH BONDS TO MBS CAPITAL MARKETS, LLC BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE AGREEMENT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF SUPPLEMENTAL TRUST INDENTURES; APPROVING U.S. BANK NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR THE SERIES 2022 BONDS; MAKING CERTAIN FINDINGS; APPROVING THE FORMS OF THE SERIES 2022 BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF; AUTHORIZING CERTAIN OFFICIALS OF THE DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2022 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO THE SERIES 2022 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Preston Cove Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 2021-54 enacted by the Board of County Commissioners of Osceola County, Florida, enacted on August 16, 2021 and effective August 19, 2021 (the "Ordinance"), and is authorized by the Act and the Ordinance to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by imposing, levying and collecting special assessments on property located within the District and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

WHEREAS, the District pursuant to its Resolution No. 2021-14 adopted on August 26, 2021 (the "Original Resolution"), authorized the issuance of not to exceed $20,000,000 aggregate principal amount of its Preston Cove Community Development District Special Assessment Revenue Bonds in one or more series (collectively, the "Bonds") for the purposes set forth in said Original Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the Original Resolution; and

WHEREAS, the Bonds were validated by the Circuit Court of the Ninth Judicial Circuit of the State of Florida in and for Osceola County, Florida in a final judgment rendered on November 5, 2021, and the appeal period from such final judgment has expired with no appeal being taken; and

WHEREAS, the District has not previously issued any Bonds; and

WHEREAS, the District now desires to supplement the Original Resolution (i) to authorize the issuance of and award the sale of its Special Assessment Revenue Bonds (Assessment Area 1), Series 2022 (the "Area 1 Series 2022 Bonds"), its Special Assessment Revenue Bonds (Assessment Area 2), Series 2022A (the "Series 2022A Bonds"), and its Special Assessment Revenue Bonds (Assessment Area 2), Series 2022B (the "Series 2022B Bonds" and collectively with the Series 2022A Bonds, the "Area 2 Series 2022 Bonds") (the Area 1 Series 2022 Bonds are referred to collectively with the Area 2 Series 2022 Bonds as the "Series 2022 Bonds") in an aggregate principal amount not exceeding $29,000,000, (ii) to approve the First Supplemental Indenture (hereinafter defined) and the Second Supplemental Indenture (hereinafter defined) and (iii) to provide for various other matters relating to the issuance of the Series 2022 Bonds; and

WHEREAS, the Board of Supervisors of the District (the "Board") has received from MBS Capital Markets, LLC (the "Underwriter") a proposal in the form of a Bond Purchase Agreement (the "Contract") for the purchase of the Series 2022 Bonds, and the Board has determined that acceptance of such proposal and the sale of the Series 2022 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated.

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

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

SECTION 2. Authorization. There is hereby authorized to be issued the Series 2022 Bonds in an aggregate principal amount not to exceed $20,000,000. The Series 2022 Bonds shall be issued under, and secured by, that Master Trust Indenture (the "Master Indenture") as supplemented by that First Supplemental Trust Indenture (the "First Supplemental Indenture") and

that Second Supplemental Trust Indenture (the "Second Supplemental Indenture"), each by and between the District and U.S. Bank National Association, as trustee (the "Trustee") (the Master Indenture, the First Supplemental Indenture and the Second Supplemental Indenture are referred to collectively as the "Indenture"). The proceeds of the Series 2022 Bonds shall be used for the purposes set forth in the First Supplemental Indenture, the Second Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

SECTION 3. Approval of First Supplemental Indenture. The First Supplemental Indenture is hereby approved in substantially the form set forth as **Exhibit A** hereto and the Chair or the Vice Chair of the Board are hereby authorized and directed to execute and deliver such First Supplemental Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby approved to serve as Trustee, Bond Registrar and Paying Agent under the First Supplemental Indenture.

SECTION 4. Approval of Second Supplemental Indenture. The Second Supplemental Indenture is hereby approved in substantially the form set forth as **Exhibit B** hereto and the Chair or the Vice Chair of the Board are hereby authorized and directed to execute and deliver such Second Supplemental Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby approved to serve as Trustee, Bond Registrar and Paying Agent under the Second Supplemental Indenture.

SECTION 5. Negotiated Sale. The Board hereby determines that a negotiated sale of the Series 2022 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the Series 2022 Bonds at presently favorable interest rates, and because the nature of the security for the Series 2022 Bonds and the sources of payment of debt service on the Series 2022 Bonds require the participation of an underwriter in structuring the bond issue, and further determines that the District will not be adversely affected if the Series 2022 Bonds are not sold pursuant to a public sale.

SECTION 6. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit C** hereto. The Chair or Vice Chair of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chair or Vice Chair; provided that (i) the aggregate principal amount of the Series 2022 Bonds shall not exceed $20,000,000; (ii) the average interest rate on the Series 2022 Bonds will not exceed the maximum rate permitted by Section 218.84, *Florida Statutes*; (iii) the Underwriter's discount for the Series 2022 Bonds shall not exceed two percent (2%) of the principal amount of the Series 2022 Bonds; (iv) the Area 1 Series 2022 Bonds shall be subject to optional redemption on any date not later than May 1, 2033, at a Redemption Price not in excess of 101% of the principal amount to be redeemed plus accrued interest to the redemption date; (v) the Series 2022A Bonds shall be subject to optional redemption on any date not later than May 1,

2033 at a Redemption Price not in excess of 101% of the principal amount to be redeemed plus accrued interest to the redemption date; (vi) the Series 2022B Bonds shall not be subject to optional redemption and (vi) the final maturity of the Series 2022 Bonds shall be no later than May 1, 2053 or as provided by law.

SECTION 7. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit D** (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the Series 2022 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chair or Vice Chair is hereby authorized to approve such insertions, changes and modifications, and, the Chair or Vice Chair is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chair or Vice Chair is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2022 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2022 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Vice Chair as necessary to conform to the details of the Series 2022 Bonds and such other insertions, modifications and changes as may be approved by the Chair or Vice Chair. The execution and delivery of the Limited Offering Memorandum by the Chair shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2022 Bonds.

SECTION 8. Form of Area 1 Series 2022 Bonds. The Area 1 Series 2022 Bonds shall be in substantially the form as set forth in the exhibit to the First Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the Area 1 Series 2022 Bonds shall approve, such approval to be conclusively evidenced by the execution of the Area 1 Series 2022 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the Area 1 Series 2022 Bonds.

SECTION 9. Form of Area 2 Series 2022 Bonds. The Area 2 Series 2022 Bonds shall be in substantially the form as set forth in the exhibit to the Second Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the Area 2 Series 2022 Bonds shall approve, such approval to be conclusively evidenced by the execution of the Area 2 Series 2022 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the Area 2 Series 2022 Bonds.

SECTION 10. Continuing Disclosure Agreement. The form and content of the Continuing Disclosure Agreement (the "Disclosure Document") relating to the Series 2022 Bonds

in substantially the form attached hereto as **Exhibit E** is hereby approved. Governmental Management Services – Central Florida, LLC, a Florida limited liability company, is hereby approved as the Dissemination Agent under the Disclosure Document. The Chair or Vice Chair and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

SECTION 11. Application of 2022 Bond Proceeds. Proceeds of the Area 1 Series 2022 Bonds shall be applied as provided in the First Supplemental Indenture. Proceeds of the Area 2 Series 2022 Bonds shall be applied as provided in the Second Supplemental Indenture.

SECTION 12. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2022 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 13. Other Actions. The Chair, the Vice Chair, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), Akerman LLP, as Bond Counsel, Latham, Luna, Eden & Beaudine, LLP, as the District's Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2022 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

SECTION 14. Other Agreements and Reports. The District hereby authorizes and approves the execution and delivery by the District Officers of such completion agreements, acquisition agreements, assessment true-up agreements, collateral assignments of contract rights and other agreements and instruments, between the District and the owners or developers of lands within the District as shall be necessary or desirable in connection with the issuance and delivery of the Series 2022 Bonds and the consummation of all transactions in connection therewith. Such agreements shall be in substantially the form presented to this meeting or on file with the Secretary, or subsequently prepared and approved by District Counsel, with such changes therein as shall be approved by the District Officers executing or accepting delivery of the same, with such execution or acceptance to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein. The District further hereby authorizes and approves preparation, revision and approval by the District Officers, District Engineer, District Manager and Counsel to the District of such engineering, assessment and other reports and supplements thereto as shall be necessary or desirable in connection with the marketing, sale, issuance and delivery of the Series 2022 Bonds and the consummation of all transactions in connection therewith.

SECTION 15. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Series 2022 Bonds are hereby approved, confirmed and ratified.

SECTION 16. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 17. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 18. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 17th day of December, 2021.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

By:_____
Chair

[SEAL]

Attest:

By:_____
Secretary

Exhibits
A-First Supplemental Indenture
B-Second Supplemental Indenture
C-Bond Purchase Agreement
D-Preliminary Limited Offering Memorandum
E-Continuing Disclosure Agreement

FIRST SUPPLEMENTAL TRUST INDENTURE

BETWEEN

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION,

AS TRUSTEE

Dated as of January 1, 2022

TABLE OF CONTENTS

This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the First Supplemental Trust Indenture.

ARTICLE I DEFINITIONS 3
Section 101. Definitions 3

ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF AREA 1 SERIES 2022 BONDS 6
Section 201. Authorization of Area 1 Series 2022 Bonds; Book-Entry Only Form 6
Section 202. Terms of Area 1 Series 2022 Bonds 7
Section 203. Dating; Interest Accrual 8
Section 204. Denominations 8
Section 205. Paying Agent 8
Section 206. Bond Registrar 8
Section 207. Conditions Precedent to Issuance of Area 1 Series 2022 Bonds 8
Section 208. Continuing Disclosure 9

ARTICLE III REDEMPTION AND PURCHASE OF AREA 1 SERIES 2022 BONDS 9

ARTICLE IV DEPOSIT OF AREA 1 SERIES 2022 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF 9
Section 401. Establishment of Accounts 9
Section 402. Use of Area 1 Series 2022 Bond Proceeds 10
Section 403. Area 1 Series 2022 Acquisition and Construction Account 11
Section 404. Costs of Issuance Account 11
Section 405. Area 1 Series 2022 Capitalized Interest Subaccount 11
Section 406. Area 1 Series 2022 Reserve Account 11
Section 407. Application of Prepayment Principal; Area 1 Series 2022 Prepayment Account 12
Section 408. Tax Covenants and Rebate Account 13
Section 409. Application of Area 1 Series 2022 Revenue Account in Revenue Fund 13

ARTICLE V CONCERNING THE TRUSTEE 15
Section 501. Acceptance by Trustee 15
Section 502. Limitation of Trustee's Responsibility 15
Section 503. Trustee's Duties 15

ARTICLE VI MISCELLANEOUS 15
Section 601. Confirmation of Master Indenture 15
Section 602. Additional Covenant Regarding Area 1 Series 2022 Assessments 16

Section 603. Limitation on Additional Debt 16
Section 604. Acknowledgement Regarding Area 1 Series 2022 Acquisition and Construction Account Moneys Following an Event of Default 16
Section 605. Enforcement of True-Up Agreement and Completion Agreement 17
Section 606. Payment Dates 17
Section 607. Additional Matters Relating to Delinquent Assessments 17
Section 608. Additional Matters Relating to Area 1 Series 2022 Assessments and Assessment Proceedings 17
Section 609. Assignment of Collateral Assignment 18
Section 610. Third Party Beneficiaries 18

Exhibit "A" Description of the Capital Improvement Plan
Exhibit "B" Form of the Area 1 Series 2022 Bonds
Exhibit "C" Form of Area 1 Series 2022 Acquisition and Construction Account Requisition

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS **FIRST SUPPLEMENTAL TRUST INDENTURE** (the "First Supplemental Indenture") dated as of January 1, 2022, from **PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under the laws of the State of Florida (the "Issuer" and/or "District") to **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association authorized to accept and execute trusts of the character herein set out within the State of Florida.

WHEREAS, the Issuer has entered into a Master Trust Indenture dated as of January 1, 2022 (the "Master Indenture"), with the Trustee to secure the issuance of its Preston Cove Community Development District Special Assessment Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution 2021-14 adopted by the Board of Supervisors of the Issuer (the "Board") on August 26, 2021 (the "Bond Resolution"), the Issuer has authorized the issuance of its not exceeding $29,000,000 Preston Cove Community Development District Special Assessment Bonds, in one or more Series, and authorized the execution and delivery of the Master Indenture to secure the issuance of the Bonds; and

WHEREAS, the Bonds were validated by the Circuit Court of the Ninth Judicial Circuit of the State of Florida in and for Osceola County in a final judgment rendered on November 5, 2021, and the appeal period from such final judgment has expired with no appeal being taken; and

WHEREAS, the Board of the Issuer has duly adopted resolutions pursuant to Sections 170.03, 170.07 and 170.08, Florida Statutes, providing for the acquisition, construction and installation of certain public infrastructure improvements more particularly described in **Exhibit A** hereto (the "CIP"), defining the portion of the Cost of the CIP with respect to which Special Assessments will be imposed and the manner in which such Special Assessments shall be levied against such benefited property within the boundaries of the District, directing the preparation of an assessment roll calling for a public hearing of the Issuer at which owners of property to be subject to the Special Assessments may be heard as to the propriety and advisability of undertaking the CIP, as to the cost thereof, the manner of payment therefor, and the amount to be assessed against each property improved by the CIP, and stating the intent of the Issuer to issue Bonds secured by such Special Assessments to finance the costs of the acquisition and construction of the CIP and the Board of the Issuer has duly adopted a resolution, following a public hearing conducted in accordance with the Act, to fix and establish the Special Assessments and the benefited property, as supplemented with respect to the Area 1 Series 2022 Bonds (as defined below) (collectively the "Assessment Resolution"); and

WHEREAS, pursuant to the Bond Resolution, as supplemented by Resolution No. 2022-___, the District has authorized the issuance, sale and delivery of its $[_____] Preston Cove Community Development District Special Assessment Bonds (Assessment Area 1), Series 2022 (the "Area 1 Series 2022 Bonds") as a Series of Bonds under the Master Indenture and authorized the execution and delivery of this First Supplemental Indenture (collectively with the Master Indenture, the "Indenture") to secure the issuance of the Area 1 Series 2022 Bonds for the principal

purpose of acquiring and constructing a portion of the CIP (the "Area 1 2022 Project") and to set forth the terms of the Area 1 Series 2022 Bonds; and

WHEREAS, simultaneous with the issuance of the Area 1 Series 2022 Bonds, pursuant to the Bond Resolution, as supplemented by Resolution No. 2022-[___], the District has also authorized the issuance, sale and delivery of its $[_____] Preston Cove Community Development District Special Assessment Bonds (Assessment Area 2), Series 2022A and its $[_____] Preston Cove Community Development District Special Assessment Bonds (Assessment Area 2), Series 2022B (collectively, the "Area 2 Series 2022 Bonds") as a Series of Bonds under the Master Indenture and authorized the execution and delivery of a Second Supplemental Indenture dated of even date herewith, between the Issuer and the Trustee, to secure the issuance of the Area 2 Series 2022 Bonds for the principal purpose of acquiring and constructing a portion of the CIP not included in the Area 1 2022 Project and to set forth the terms of the Area 2 Series 2022 Bonds; and

WHEREAS, the Issuer will apply the net proceeds of the Area 1 Series 2022 Bonds to: (i) finance a portion of the Cost of the acquisition, construction, installation and equipping of the Area 1 2022 Project, (ii) pay certain costs associated with the issuance of the Area 1 Series 2022 Bonds; (iii) pay a portion of the interest accruing on the Area 1 Series 2022 Bonds; and (iv) fund the Area 1 Series 2022 Reserve Account as herein provided; and

WHEREAS, the execution and delivery of the Area 1 Series 2022 Bonds and of this First Supplemental Indenture have been duly authorized by the Board and all things necessary to make the Area 1 Series 2022 Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this First Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Area 1 Series 2022 Pledged Revenues (as hereinafter defined) have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Area 1 Series 2022 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Area 1 Series 2022 Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the Issuer of all the covenants, expressed or implied in the Master Indenture, in this First Supplemental Indenture and in the Area 1 Series 2022 Bonds: (a) has executed and delivered this First Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in interest the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the Issuer, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the Issuer from the Area 1 Series 2022 Assessments

levied and imposed pursuant to the Assessment Proceedings as the same may be amended from time to time and the Funds and Accounts (except for the Area 1 Series 2022 Rebate Account and the Area 1 Series 2022 Costs of Issuance Account) established hereby (collectively, the "Area 1 Series 2022 Pledged Revenues") securing only the Area 1 Series 2022 Bonds;

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Master Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Area 1 Series 2022 Bonds issued or to be issued under and secured by this First Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Area 1 Series 2022 Bond over any other Area 1 Series 2022 Bond by reason of priority in their issue, sale or execution;

PROVIDED HOWEVER, that if the Issuer, its successors or assigns, shall well and duly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Area 1 Series 2022 Bonds or any Area 1 Series 2022 Bond of a particular maturity issued, secured and Outstanding under this First Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Area 1 Series 2022 Bonds and this First Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this First Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provision of the Master Indenture and this First Supplemental Indenture, then upon such final payments, this First Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Area 1 Series 2022 Bonds or any Area 1 Series 2022 Bond of a particular maturity, otherwise this First Supplemental Indenture shall remain in full force and effect;

THIS FIRST SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Area 1 Series 2022 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this First Supplemental Indenture), including this First Supplemental Indenture, expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Area 1 Series 2022 Bonds, as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used

herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Acquisition Agreement" shall mean the [Acquisition and Completion Agreement] between the Issuer and the Developer dated [January ___], 2022, as supplemented from time to time.

"Amortization Installments" shall mean the moneys required to be deposited in the Sinking Fund Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds.

"Area 1 Series 2022 Assessments" shall mean the Special Assessments levied on that portion of the District Lands specially benefitted by the Area 1 2022 Project or any portion thereof, which Special Assessments correspond in amount to the debt service on the Area 1 Series 2022 Bonds.

"Assessment Interest" shall mean the interest on Area 1 Series 2022 Assessments received by the Issuer which is pledged to the Area 1 Series 2022 Bonds, other than Delinquent 2022 Assessment Interest.

"Assessment Principal" shall mean the principal amount of Area 1 Series 2022 Assessments received by the Issuer which are pledged to the Area 1 Series 2022 Bonds, other than Delinquent 2022 Assessment Principal and Series 2022 Prepayment Principal.

"Assessment Proceedings" shall mean the proceedings of the Issuer with respect to the establishment, levy and collection of the Special Assessments, including the Assessment Resolution and any supplemental proceedings undertaken by the Issuer with respect to the Area 1 Series 2022 Assessments.

"Bond Depository" shall mean the securities depository existing from time to time under Section 201 hereof.

"Bond Participants" shall mean that those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Area 1 Series 2022 Bonds as securities depository.

"Collateral Assignment" shall mean that certain [Collateral Assignment and Assumption of Development Rights] dated [January ___], 2022, between the Issuer and the Developer, as amended from time to time.

"Completion Agreement" shall mean the [Completion Agreement] by and between the District and the Developer, dated [January ___], 2022, as such agreement may be modified from time to time.

"Continuing Disclosure Agreement" means that certain [Continuing Disclosure Agreement] dated the date of issuance and delivery of the Area 1 Series 2022 Bonds, among the Issuer, the dissemination agent named therein and the Developer and joined in by the Trustee, as originally executed and as amended from time to time in accordance with the terms thereof.

"Delinquent 2022 Assessment Interest" shall mean 2022 Assessment Interest deposited with the Trustee after the date on which such 2022 Assessment Interest has become due and payable in accordance with applicable law or proceedings of the Issuer.

"Delinquent 2022 Assessment Principal" shall mean 2022 Assessment Principal deposited with the Trustee after the date on which such 2022 Assessment Principal has become due and payable in accordance with applicable law or proceedings of the Issuer.

"Developer" shall mean Elevation Preston Cove, LLC, a Florida limited liability company, or any successor or assign thereof.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Interest Payment Date" shall mean each May 1 and November 1, commencing May 1, 2022.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Supplemental Indenture.

"Participating Underwriter" shall have the meaning ascribed to it in the Continuing Disclosure Agreement.

"Redemption Date" shall mean each February 1, May 1, August 1 and November 1.

“Reserve Account Release Conditions” shall mean (i) all of the Area 1 Series 2022 Assessments have been allocated to single-family or multifamily residential lots which are developed and platted as certified in writing by the Consulting Engineer; (ii) all of the platted single-family residential lots subject to the Area 1 Series 2022 Assessments have closed with homebuilders; and (iii) no Event of Default has occurred and is continuing with respect to any outstanding Area 1 Series 2022 Bonds.

"Series 2022 Prepayment Principal" shall mean the excess amount of 2022 Assessment Principal received by the Issuer over the 2022 Assessment Principal then due, including optional prepayments and prepayments which become due pursuant to the "true-up" mechanism contained in the Assessment Proceedings but shall not include Delinquent 2022 Assessment Principal. Series 2022 Prepayment Principal shall not include the proceeds of any refunding bonds.

“Substantial Absorption” shall mean the date when at least ninety percent (90%) of the principal portion of the Area 1 Series 2022 Assessments have been assigned to residential units within the District that have each received a certificate of occupancy.

"Term Bonds" shall mean the Area 1 Series 2022 Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments.

"True-Up Agreement" shall mean the [True-Up Agreement], between the Issuer and the Developer, dated [January ___], 2022.

"2022 Investment Obligations" shall mean those obligations described under the definition of "Investment Securities" in the Master Indenture.

"2022 Reserve Account Requirement" shall mean (i) initially, an amount equal to the maximum annual Debt Service Requirements for the Area 1 Series 2022 Bonds and (ii) upon satisfaction of the Reserve Account Release Conditions, an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the Area 1 Series 2022 Bonds. Such maximum annual Debt Service Requirement shall be re-determined by the Trustee upon any optional prepayment by the owner of a lot or parcel of land of a Series 2022 Special Assessment against such lot or parcel as provided in Section 4.05. Any excess in the Area 1 Series 2022 Reserve Account as a result of satisfaction of the Reserve Account Release Conditions shall be deposited into the Area 1 Series 2022 Acquisition and Construction Account. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which notice the Trustee may conclusively rely. The 2022A Reserve Account Requirement is initially $[_____].

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF AREA 1 SERIES 2022 BONDS

Section 201. Authorization of Area 1 Series 2022 Bonds; Book-Entry Only Form. The Area 1 Series 2022 Bonds are hereby authorized to be issued in the aggregate principal amount of $[_____] for the purposes enumerated in the recitals hereto. The Area 1 Series 2022 Bonds shall be substantially in the form set forth as **Exhibit B** to this First Supplemental Indenture.

The Area 1 Series 2022 Bonds shall be initially issued in the form of a separate single certificated fully registered Area 1 Series 2022 Bond for each maturity of Area 1 Series 2022 Bonds. Upon initial issuance, the ownership of such Area 1 Series 2022 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company, New York, New York ("DTC"), the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Area 1 Series 2022 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Area 1 Series 2022 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the Issuer, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Area 1 Series 2022 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration

books kept by the Bond Registrar, of any notice with respect to the Area 1 Series 2022 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Area 1 Series 2022 Bonds. The Issuer, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Area 1 Series 2022 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Area 1 Series 2022 Bond for the purpose of payment of principal, premium and interest with respect to such Area 1 Series 2022 Bond, for the purpose of giving notices of redemption and other matters with respect to such Area 1 Series 2022 Bond, for the purpose of registering transfers with respect to such Area 1 Series 2022 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Area 1 Series 2022 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Area 1 Series 2022 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Area 1 Series 2022 Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this First Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the Issuer shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the Issuer of written notice from DTC: (i) confirming that DTC has received written notice from the Issuer to the effect that a continuation of the requirement that all of the Outstanding Area 1 Series 2022 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Area 1 Series 2022 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Area 1 Series 2022 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Beneficial Owners shall designate, in accordance with the provisions hereof and the Master Indenture.

Section 202. Terms of Area 1 Series 2022 Bonds. The Area 1 Series 2022 Bonds shall be issued as [four (4)] Term Bonds as set forth below and shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

$[_____, ____% Term Bond due May 1, 20__]

$[_____, ____% Term Bond due May 1, 20__]

$[_____, ____% Term Bond due May 1, 20__]

$[_____, ____% Term Bond due May 1, 20__]

Section 203. Dating; Interest Accrual. Each Area 1 Series 2022 Bond shall be dated January [___], 2022. Each Area 1 Series 2022 Bond shall also bear its date of authentication. Each Area 1 Series 2022 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Area 1 Series 2022 Bond has been paid, in which event such Area 1 Series 2022 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Area 1 Series 2022 Bonds, in which event such Area 1 Series 2022 Bond shall bear interest from its date. Interest on the Area 1 Series 2022 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2021, and shall be computed on the basis of a 360-day year of twelve 30-day months. The Area 1 Series 2022 Bonds shall be numbered consecutively from R-1 and upwards.

Section 204. Denominations. The Area 1 Series 2022 Bonds shall be issued in Authorized Denominations. Delivery of Area 1 Series 2022 Bonds to the initial purchasers thereof shall be in minimum aggregate principal amounts of $100,000 or integral multiples of $5,000 in excess thereof.

Section 205. Paying Agent. The Issuer appoints the Trustee as Paying Agent for the Area 1 Series 2022 Bonds.

Section 206. Bond Registrar. The Issuer appoints the Trustee as Bond Registrar for the Area 1 Series 2022 Bonds.

Section 207. Conditions Precedent to Issuance of Area 1 Series 2022 Bonds. In addition to complying with the requirements set forth in Section 3.01 of the Master Indenture in connection with the issuance of the Area 1 Series 2022 Bonds, all the Area 1 Series 2022 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Proceedings;

(b) A copy of the executed Master Indenture and an executed original of this Second Supplemental Indenture;

(c) A Bond Counsel opinion addressed to the Trustee substantially to the effect that; (i) the Indenture has been duly authorized and executed by the Issuer and constitutes a valid and binding obligation of the Issuer; (ii) the Area 1 Series 2022 Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the sources provided therefor in the Indenture; (iii) the interest on the Area 1 Series 2022 Bonds is excludable from gross income for federal income tax purposes; and (iv) the Area 1 Series 2022 Bonds and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes on corporations and other entities, as defined therein.

(d) An opinion of Counsel to the Issuer addressed to the Trustee substantially to the effect that; (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to undertake the Area 1 2022 Project being financed with the proceeds of the Area 1 Series 2022 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to undertake the Area 1 2022 Project, (iii) all proceedings undertaken by the Issuer with respect to the Area 1 Series 2022 Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Area 1 Series 2022 Assessments, and (v) the Area 1 Series 2022 Assessments are legal, valid and binding liens upon the property against which such Area 1 Series 2022 Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(e) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Area 1 Series 2022 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this First Supplemental Indenture; and

(f) An Engineers' Certificate or Engineers' Certificates certifying as to the accuracy of the information set forth in the District Engineer's Report regarding the CIP.

Delivery to the Trustee of the net proceeds from the issuance of the Area 1 Series 2022 Bonds shall constitute conclusive proof of the delivery of the items described above to the satisfaction of the Issuer and underwriter.

Section 208. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provisions of the Indenture, failure of the Issuer to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may and, at the request of any Participating Underwriter or the Majority Owners of Outstanding Area 1 Series 2022 Bonds, and receipt of indemnity satisfactory to the Trustee shall, or any such Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Section.

ARTICLE III
REDEMPTION AND PURCHASE OF AREA 1 SERIES 2022 BONDS

The Area 1 Series 2022 Bonds are subject to redemption prior to maturity as provided in the forms thereof set forth as **Exhibit B** to this First Supplemental Indenture. Area 1 Series 2022 Bonds may be purchased as provided in Article VIII of the Master Indenture.

ARTICLE IV
DEPOSIT OF AREA 1 SERIES 2022 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts:

(i) an Area 1 Series 2022 Acquisition and Construction Account; and

(ii) an Area 1 Series 2022 Costs of Issuance Account;

(b) There are hereby established within the Debt Service Fund held by the Trustee an Area 1 Series 2022 Sinking Fund Account, an Area 1 Series 2022 Interest Account, and within the Area 1 Series 2022 Interest Account an Area 1 Series 2022 Capitalized Interest Subaccount;

(c) There is hereby established within the Bond Redemption Fund held by the Trustee an Area 1 Series 2022 Prepayment Account;

(d) There is hereby established within the Debt Service Reserve Fund held by the Trustee an Area 1 Series 2022 Reserve Account, which account shall be held for the benefit of all of the Area 1 Series 2022 Bonds without distinction as to Area 1 Series 2022 Bonds and without privilege or priority of one Area 1 Series 2022 Bond over another;

(e) There is hereby established within the Revenue Fund held by the Trustee an Area 1 Series 2022 Revenue Account; and

(f) There is hereby established within the Rebate Fund the Area 1 Series 2022 Rebate Account.

Section 402. Use of Area 1 Series 2022 Bond Proceeds. Following the Trustee's receipt of the items set forth in Section 3.01 of the Master Indenture and Section 207 hereof; the net proceeds of the sale of the Area 1 Series 2022 Bonds, $[_____] (representing the par amount of Area 1 Series 2022 Bonds less underwriter's discount of $[_____] and net original issue discount/premium of $[_____]), and shall be delivered to the Trustee by the Issuer and be applied as follows:

(a) $[_____], representing Capitalized Interest on the Area 1 Series 2022 Bonds, shall be deposited in the Area 1 Series 2022 Capitalized Interest Subaccount of the Debt Service Fund;

(b) $[_____], which is an amount equal to the initial Reserve Requirement in respect of the Area 1 Series 2022 Bonds, shall be deposited in the Area 1 Series 2022 Reserve Account of the Debt Service Reserve Fund;

(c) $[_____] shall be deposited to the credit of the Area 1 Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund and used to pay the cost of issuance of the Area 1 Series 2022 Bonds; and

(d) $[_____], shall be deposited in the Area 1 Series 2022 Acquisition and Construction Account of the Acquisition and Construction Fund to be applied to Costs of the Area

1 2022 Project in accordance with Article V of the Master Indenture and Section 403 of this First Supplemental Indenture.

Section 403. Area 1 Series 2022 Acquisition and Construction Account.

(a) Amounts on deposit in the Area 1 Series 2022 Acquisition and Construction Account shall be applied to pay the Costs of the Area 1 2022 Project upon compliance with the requirements of the requisition provisions set forth in Section 5.01(b) of the Master Indenture. Each requisition shall be substantially in the form of **Exhibit C** hereto.

(b) Any balance remaining in the Area 1 Series 2022 Acquisition and Construction Account after the Completion Date of the Area 1 2022 Project and after retaining the amount, if any, of all remaining unpaid Costs of the Area 1 2022 Project set forth in the Engineers' Certificate establishing such Completion Date, shall be transferred to and deposited in the Area 1 Series 2022 Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Area 1 Series 2022 Bonds; provided, however, that if on the date of such proposed transfer an Event of Default exists such amounts shall remain on deposit in the Area 1 Series 2022 Acquisition and Construction Account. When no monies remain in the Area 1 Series 2022 Acquisition and Construction Account, the Area 1 Series 2022 Acquisition and Construction Account shall be closed.

Section 404. Costs of Issuance Account. There shall be deposited in the Area 1 Series 2022 Costs of Issuance Account $[_____] which shall, at the written direction of a Responsible Officer to the Trustee, be used to pay the costs of issuance relating to the Area 1 Series 2022 Bonds. Any amounts on deposit in the Area 1 Series 2022 Costs of Issuance Account ninety (90) days after the date of initial delivery of the Area 1 Series 2022 Bonds, for which the Trustee has not provided a pending requisition, shall be transferred over and deposited into the Area 1 Series 2022 Acquisition and Construction Account and used for the purposes permitted therefor and the Area 1 Series 2022 Costs of Issuance Account shall be closed.

Section 405. Area 1 Series 2022 Capitalized Interest Subaccount. Except as provided elsewhere in the Master Indenture or in this First Supplemental Indenture, amounts on deposit in the Area 1 Series 2022 Capitalized Interest Subaccount shall be applied by the Trustee only for the purpose of paying interest on the Area 1 Series 2022 Bonds when due. If an Area 1 Series 2022 Bond is redeemed, the amount, if any, in the Area 1 Series 2022 Capitalized Interest Subaccount representing interest thereon shall be applied to payment of the accrued interest in connection with such redemption. Any amounts remaining in the Area 1 Series 2022 Capitalized Interest Subaccount after payment of interest on the Area 1 Series 2022 Bonds on November 1, 2022 shall be transferred to the Area 1 Series 2022 Acquisition and Construction Account.

Section 406. Area 1 Series 2022 Reserve Account. Amounts on deposit in the Area 1 Series 2022 Reserve Account, except as provided elsewhere in the Master Indenture or in this First Supplemental Indenture, shall be used only for the purpose of making payments into the Area 1 Series 2022 Interest Account and the Area 1 Series 2022 Sinking Fund Account to pay interest and principal on the Area 1 Series 2022 Bonds, without distinction as to Area 1 Series 2022 Bonds and without privilege or priority of one Area 1 Series 2022 Bond over another, when due when the moneys on deposit in such Accounts and available therefor are insufficient.

The Trustee, on or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the Area 1 Series 2022 Reserve Account and shall promptly notify the Issuer of the amount of any deficiency or surplus as of such date in such account. The Issuer shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Area 1 Series 2022 Reserve Account, from the first legally available sources of the Issuer. Upon written direction form the Issuer to the Trustee, any surplus in the Area 1 Series 2022 Reserve Account (other than any surplus resulting from investment earnings and any surplus resulting from prepayment of Area 1 Series 2022 Assessments as provided in the immediately following paragraph which shall be applied as provided below) shall be deposited by the Trustee to the Area 1 Series 2022 Prepayment Account to be used for the extraordinary mandatory redemption of the Area 1 Series 2022 Bonds.

Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred which has not been cured, upon an optional prepayment by the owner of a lot or parcel of land of a Area 1 Series 2022 Assessment against such lot or parcel, on the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the Issuer shall determine the 2022 Reserve Account Requirement for the Area 1 Series 2022 Bonds, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit in the Area 1 Series 2022 Reserve Account in excess of the 2022 Reserve Account Requirement (except for excess resulting from interest earnings) from the Area 1 Series 2022 Reserve Account to the Series Area 1 Series 2022 Prepayment Account as a credit against the Series 2022 Assessment Principal otherwise required to be paid by the owner of such lot or parcel. If the Issuer fails to provide such transfer direction as provided in this paragraph, the Trustee may assume any excess in the Area 1 Series 2022 Reserve Account shall be transferred as provided in the immediately preceding paragraph.

All earnings on investments in the Area 1 Series 2022 Reserve Account shall be deposited to the Area 1 Series 2022 Revenue Account provided no deficiency exists in the Area 1 Series 2022 Reserve Account and if a deficiency does exist earnings shall remain on deposit in the Area 1 Series 2022 Reserve Account until the deficiency is cured. Such Accounts shall consist only of cash and Investment Securities.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the Area 1 Series 2022 Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Area 1 Series 2022 Bonds, together with accrued interest on such Area 1 Series 2022 Bonds to the earliest date of redemption, then the Trustee shall transfer to the Area 1 Series 2022 Prepayment Account the amount on deposit in the Area 1 Series 2022 Reserve Account to pay and redeem all of the Outstanding Area 1 Series 2022 Bonds on the earliest such date.

Section 407. Application of Prepayment Principal; Area 1 Series 2022 Prepayment Account. All Series 2022 Prepayment Principal shall upon receipt by the Trustee be deposited to the Area 1 Series 2022 Prepayment Account of the Bond Redemption Fund. At the time the Issuer deposits Series 2022 Prepayment Principal with the Trustee it shall notify the Trustee in writing as to the amount of Series 2022 Prepayment Principal. Amounts on deposit in the Area 1 Series

2022 Prepayment Account shall be applied to the extraordinary mandatory redemption of the Area 1 Series 2022 Bonds as provided in **Exhibit "B"** hereto.

Section 408. Tax Covenants and Rebate Account. The Issuer shall comply with the Federal Tax Certificate (including deposits to and payments from the Area 1 Series 2022 Rebate Account) included as part of the closing transcript for the Area 1 Series 2022 Bonds, as amended and supplemented from time to time in accordance with its terms. Amounts in the Area 1 Series 2022 Rebate Account shall be directed by the Issuer for investment only in Government Obligations. To the extent any amounts in the Area 1 Series 2022 Rebate Account are not needed to comply with the Arbitrage Certificate, such amounts shall be transferred as directed by the Issuer to any other fund or account created hereunder.

Notwithstanding anything to the contrary contained in the Master Indenture, the Issuer covenants with the holders of the Area 1 Series 2022 Bonds that it shall comply with the requirements of Code necessary to maintain the exclusion of interest on the Area 1 Series 2022 Bonds from gross income for purposes of federal income taxation, including the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code, and, in particular, that it shall not make or direct the making of any investment or other use of proceeds of such Area 1 Series 2022 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the interest on such Area 1 Series 2022 Bonds to be or become subject to federal income taxation, nor shall it fail to do any act which is necessary to prevent such interest from becoming subject to federal income taxation. The Issuer further covenants that neither the Issuer nor any other person under its control or direction will make any investment or other use of the proceeds of the Area 1 Series 2022 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the Area 1 Series 2022 Bonds to be "private activity bonds" as that term is defined in Section 141 of the Code (or any successor provision thereto), or "arbitrage bonds" as that term is defined in Section 148 of the Code (or any successor provision thereto) and that it will comply with such sections of the Code throughout the term of the Area 1 Series 2022 Bonds.

Section 409. Application of Area 1 Series 2022 Revenue Account in Revenue Fund.

(a) Upon deposit of the revenues from the Area 1 Series 2022 Assessments including the interest thereon with the Trustee, the Issuer shall provide the Trustee a written accounting setting forth the amounts of such Area 1 Series 2022 Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) Assessment Interest which shall be deposited into the Area 1 Series 2022 Interest Account;

(ii) Series 2022 Assessment Principal, which shall be deposited into the Area 1 Series 2022 Sinking Fund Account;

(iii) Series 2022 Prepayment Principal which shall be deposited into the Area 1 Series 2022 Prepayment Account;

(iv) Delinquent 2022 Assessment Principal shall first be applied to restore the amount of any withdrawal from the Area 1 Series 2022 Reserve Account to pay the principal of Area 1 Series 2022 Bonds to the extent that less than the 2022 Reserve Account Requirement is on deposit in the Area 1 Series 2022 Reserve Account, and, the balance, if any, shall be deposited into the Area 1 Series 2022 Sinking Fund Account;

(v) Delinquent 2022 Assessment Interest shall first be applied to restore the amount of any withdrawal, from the Area 1 Series 2022 Reserve Account to pay the interest of Area 1 Series 2022 Bonds to the extent that less than the 2022 Reserve Account Requirement is on deposit in the Area 1 Series 2022 Reserve Account, and, the balance, if any, shall be deposited into the Area 1 Series 2022 Interest Account;

(vi) The balance shall be deposited in the Area 1 Series 2022 Revenue Account.

(b) On or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day), next preceding each Redemption Date, the Trustee shall determine the amount on deposit in the Area 1 Series 2022 Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only after transferring sufficient amounts as directed by the Issuer to the appropriate accounts to pay amounts due on the next Interest Payment Date, from the Area 1 Series 2022 Revenue Account for deposit into such Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of $5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Area 1 Series 2022 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Account in accordance with the provisions for extraordinary redemption of Area 1 Series 2022 Bonds as set forth in **Exhibit B** hereto. All interest due in regard to such prepayments shall be paid from the Area 1 Series 2022 Interest Account or, if insufficient amounts are on deposit in the Area 1 Series 2022 Interest Account to pay such interest then from the Area 1 Series 2022 Revenue Account.

(c) On each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer from amounts on deposit in the Area 1 Series 2022 Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority:

FIRST, to the Area 1 Series 2022 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Area 1 Series 2022 Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in the Area 1 Series 2022 Interest Account not previously credited;

SECOND, on May 1, 2023 to the Area 1 Series 2022 Sinking Fund Account the principal maturing on May 1, 20[__] less any amount on deposit in the Area 1 Series 2022 Principal Account not previously credited;

THIRD, to the Area 1 Series 2022 Reserve Account the amount, if any, which is necessary to make the amount on deposit therein equal to the 2022 Reserve Account Requirement; and

FOURTH, the balance shall be retained in the Area 1 Series 2022 Revenue Account.

Anything herein to the contrary notwithstanding, it shall not constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor; provided, however, that nothing in this paragraph is meant to change what are otherwise Events of Default as provided for in Article X of the Master Trust Indenture.

(d) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts and any subaccounts therein held as security for the Area 1 Series 2022 Bonds shall be invested only in Investment Securities, and further, earnings on investments in the Area 1 Series 2022 Acquisition and Construction Account and the Area 1 Series 2022 Cost of Issuance Account shall be retained as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in (i) the Area 1 Series 2022 Revenue Account of the Revenue Fund, (ii) the Area 1 Series 2022 Sinking Fund Account of the Debt Service Fund, (iii) the Area 1 Series 2022 Interest Account of the Debt Service Fund and (iv) the Area 1 Series 2022 Prepayment Account in the Bond Redemption Fund, shall be deposited, as realized, to the credit of the Area 1 Series 2022 Revenue Account of the Revenue Fund and used for the purpose of such Account.

Earnings on investments in the Area 1 Series 2022 Reserve Account shall be disposed of as provided in Section 406 hereof. Earnings on investments in the Area 1 Series 2022 Rebate Account shall be deposited therein and used for the purposes thereof.

ARTICLE V
CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this First Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture as modified by this First Supplemental Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this First Supplemental Indenture by the Issuer or for the recitals contained herein, all of which are made solely by the Issuer.

Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article XI thereof, all of which shall apply to the actions of the Trustee under this First Supplemental Indenture.

ARTICLE VI
MISCELLANEOUS

Section 601. Confirmation of Master Indenture. As supplemented by this First Supplemental Indenture, the Master Indenture is in all respect ratified and confirmed, and this First Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to

this First Supplemental Indenture and to the Area 1 Series 2022 Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this First Supplemental Indenture the terms and provisions hereof shall control.

Section 602. Additional Covenant Regarding Area 1 Series 2022 Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this First Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Area 1 Series 2022 Assessments, including the assessment methodology, prepared by [_____] with respect to the Area 1 Series 2022 Assessments (the "Report"), and to levy the Area 1 Series 2022 Assessments and any required true up payments as set forth in the Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Area 1 Series 2022 Bonds, when due. The Issuer also agrees that it shall not amend the Report in any material manner without the written consent of the Majority Owners, except as may be required by law.

Section 603. Limitation on Additional Debt. Other than Bonds issued to refund all or a portion of Outstanding Area 1 Series 2022 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Area 1 Series 2022 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Area 1 Series 2022 Pledged Revenues. The District further covenants and agrees not to issue Bonds for capital projects secured by new Special Assessments on assessable lands which are also encumbered by the Area 1 Series 2022 Assessments ("Additional Bonds") without the consent of the Majority Owners of the Area 1 Series 2022 Bonds, provided that the District may issue such Additional Bonds without the written consent of the Majority Owners, if Substantial Absorption has occurred; provided, however, that the foregoing shall not preclude the imposition of Special Assessments on property subject to the Area 1 Series 2022 Assessments which as determined by the District, are necessary for health, safety, and welfare reasons or to remediate a natural disaster. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the Area 1 Series 2022 Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the District may rely on a certificate from the District Manager regarding such status of Substantial Absorption and in the absence of receipt of such certificate, may assume Substantial Absorption has not occurred.

Section 604. Acknowledgement Regarding Area 1 Series 2022 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Area 1 Series 2022 Bonds, the Area 1 Series 2022 Bonds are payable solely from the Area 1 Series 2022 Pledged Revenues. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Area 1 Series 2022 Bonds, (i) the Area 1 Series 2022 Pledged Revenues which includes, without limitation, all amounts on deposit in the Area 1 Series 2022 Acquisition and Construction Account, may not be used by the Issuer (whether to pay Costs of the Area 1 2022 Project or otherwise) without the consent of the Majority Owners of the Area 1 Series 2022 Bonds, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Area 1 2022 Project and payment is for such work, and (ii) the Area 1 Series 2022 Pledged Revenues may be used by the Trustee, at the written direction or with the

written approval of the Majority Owners of the Area 1 Series 2022 Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture or as otherwise provided in the Indenture, provided, however notwithstanding anything herein to the contrary the Trustee is also authorized to utilize the Area 1 Series 2022 Pledged Revenues to pay fees and expenses as provided in Section 10.12 of the Master Indenture.

Section 605. Enforcement of True-Up Agreement and Completion Agreement. The Issuer, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both such Agreements, the Issuer covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Area 1 Series 2022 Bonds may act on behalf of, and in the Issuer's stead, to enforce the provisions of such agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the Issuer to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners of the Area 1 Series 2022 Bonds, or the Trustee at the written direction of the Majority Owners of the Area 1 Series 2022 Bonds, shall constitute an Event of Default under the Indenture without benefit of any period of cure.

Section 606. Payment Dates. If an Interest Payment Date, principal payment date or the maturity date of the Area 1 Series 2022 Bonds or the date fixed for the redemption of any Area 1 Series 2022 Bonds shall be other than a Business Day, then payment of interest, principal, or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as it made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

Section 607. Additional Matters Relating to Delinquent Assessments. The Issuer acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Area 1 Series 2022 Assessments that are billed directly by the Issuer, that the entire Area 1 Series 2022 Assessments levied on the property for which such installment of Area 1 Series 2022 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Owners of the Area 1 Series 2022 Bonds Outstanding, the Issuer shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent Area 1 Series 2022 Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages. The Trustee shall be deemed to have consented to the proposed action if the Issuer does not receive written direction from the Trustee within one hundred and twenty (120) days (or such shorter time as would be required to comply with ant applicable court ruling) following receipt by the Trustee of a written request for direction.

Section 608. Additional Matters Relating to Area 1 Series 2022 Assessments and Assessment Proceedings. The District covenants and agrees that upon the occurrence and

continuance of an Event of Default with respect to the Area 1 Series 2022 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Area 1 Series 2022 Assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, and the provisions for the foreclosure of liens of delinquent Area 1 Series 2022 Assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, all in a manner consistent with the Master Indenture and this First Supplemental Indenture.

The Area 1 Series 2022 Assessments levied for each full year on platted lots shall be collected pursuant to the uniform method provided for in Sections 197.3632 and 197.3635 Florida Statutes, (the "Uniform Method") unless the District determines that it is in its best interests to collect directly. The Area 1 Series 2022 Assessments levied on unplatted lots or lands shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method, unless the District determines that it is in its best interests to collect pursuant to the Uniform Method. Prior to an Event of Default, the election to collect and enforce Area 1 Series 2022 Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce Area 1 Series 2022 Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, Area 1 Series 2022 Assessments levied on platted lots shall be collected pursuant to the Uniform Method and Area 1 Series 2022 Assessments levied on unplatted lots shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method in each case unless the Trustee, acting at the direction of the Majority Owners of the Area 1 Series 2022 Bonds Outstanding, provides written direction to use a different method of collection. All Area 1 Series 2022 Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Area 1 Series 2022 Assessments shall not be deemed to be delinquent Area 1 Series 2022 Assessments unless and until same are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Section 609. Assignment of Collateral Assignment. The Issuer hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Area 1 Series 2022 Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

Section 610. Third Party Beneficiaries. This First Supplemental Indenture shall inure solely to the benefit of the Issuer, the Trustee and the Holders from time to time of the Area 1 Series 2022 Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT has caused these presents to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Assistant Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized signatory.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

By:_____
Chairman, Board of Supervisors

ATTEST:

By:_____
Assistant Secretary

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By:_____
Vice President

EXHIBIT "A"

Description of the Capital Improvement Program

PUBLIC IMPROVEMENTS CONSTITUTING ASSESSABLE IMPROVEMENTS WITHIN THE MEANING OF CHAPTER 190, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO:

THOSE DESCRIBED IN THE ENGINEER'S REPORT DATED [_____, 20__] PREPARED BY [_____] AS SUPPLEMENTED AND AMENDED FROM TIME TO TIME[, PARTICULARLY AS SUPPLEMENTED BY THE SUPPLEMENTAL ENGINEER'S REPORT, DATED _____, 20__].

EXHIBIT "B"

Form of the Area 1 Series 2022 Bonds

See Attached

No. 2022R-__ $_____

United States of America
State of Florida
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND (ASSESSMENT AREA 1), SERIES 2022

Interest Rate	Maturity Date	Dated Date	CUSIP
_____%	May 1, 20__	January __, 2022	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ MILLION _____ HUNDRED _____ THOUSAND AND NO/100 DOLLARS

THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS AREA 1 SERIES 2022 BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE INDENTURE, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS AREA 1 SERIES 2022 BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS AREA 1 SERIES 2022 BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS AREA 1 SERIES 2022 BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS AREA 1 SERIES 2022 BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, WITH RESPECT TO ANY AREA 1 SERIES 2022 BOND REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Area 1 Series 2022 Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or if no

interest has been paid, from the Dated Date shown above, on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2022, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the Regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) and/or (b) of Section 10.02 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of this Bond. Any payment of principal, or Redemption Price or interest shall be made only in accordance with standard DTC practices. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30- day months.

This Bond is one of a duly authorized issue of bonds of the District designated "Special Assessment Bonds (Assessment Area 1), Series 2022" (the "Area 1 Series 2022 Bonds") issuable under and governed by the terms of a Master Trust Indenture, dated as of January 1, 2022 (the "Master Indenture"), between the District and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture, dated as of January 1, 2022 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the "Indenture"). The Area 1 Series 2022 Bonds are issued in an aggregate principal amount of $[_____] for the purposes of (i) financing the Cost of acquiring, constructing and equipping the Area 1 2022 Project; (ii) paying certain costs associated with the issuance of the Area 1 Series 2022 Bonds; (iii) paying a portion of the interest to accrue on the Area 1 Series 2022 Bonds; and (iv) making a deposit into the Area 1 Series 2022 Reserve Account for the benefit of all of the Area 1 Series 2022 Bonds.

This Area 1 Series 2022 Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Area 1 Series 2022 Bonds, the collection, receipt and disposition of revenues and the funds charged with and pledged to the payment of the principal, and Redemption Price of, and the interest on, the Area 1 Series 2022 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the Area 1 Series 2022 Pledged Revenues (as defined in the Indenture), the terms and conditions under which the Area 1 Series 2022 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Registered Owners and Beneficial Owners of the Area 1 Series 2022 Bonds, and, by the acceptance of this Area 1 Series 2022 Bond, the Registered Owner and Beneficial Owners hereof assents to all of the provisions of the Indenture. Terms not otherwise

defined herein shall have the meaning ascribed to them in the Indenture. The Area 1 Series 2022 Bonds are equally and ratably secured by the Area 1 Series 2022 Pledged Revenues, without preference or priority of one Area 1 Series 2022 Bond over another.

The Area 1 Series 2022 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of $5,000 or any integral multiple thereof (an "Authorized Denomination") provided that delivery of the Area 1 Series 2022 Bonds to the initial purchases shall be in minimum aggregate principal amounts of $100,000 or integral multiples of $5,000 in excess thereof. This Area 1 Series 2022 Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee as Bond Registrar (the "Bond Registrar"), upon surrender of this Area 1 Series 2022 Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Area 1 Series 2022 Bond or Area 1 Series 2022 Bonds, in the same aggregate principal amount and of the same maturity as the Area 1 Series 2022 Bond or Area 1 Series 2022 Bonds transferred, will be issued to the transferee. At the designated corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Area 1 Series 2022 Bonds may be exchanged for an equal aggregate principal amount of Area 1 Series 2022 Bonds of the same maturity and series, in Authorized Denominations and bearing interest at the same rate or rates.

The District has established a book-entry system of registration for the Area 1 Series 2022 Bonds. Except as specifically provided otherwise in the Indenture, an agent will hold this Area 1 Series 2022 Bond on behalf of the Beneficial Owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the Beneficial Owner of this Area 1 Series 2022 Bond shall be deemed to have agreed to such arrangement.

Optional Redemption

The Area 1 Series 2022 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date not later than May 1, 20[__] at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

Mandatory Redemption

The Area 1 Series 2022 Bonds maturing May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Area 1 Series 2022 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

Year	Amortization Installment

*

*Maturity

The Area 1 Series 2022 Bonds maturing May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Area 1 Series 2022 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

Year	Amortization Installment

*

*Maturity

The Area 1 Series 2022 Bonds maturing May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2021A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

Year	Amortization Installment

*

*Maturity

The Area 1 Series 2022 Bonds maturing May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2021A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

Year	Amortization Installment
*	

*Maturity

Any Area 1 Series 2022 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Area 1 Series 2022 Bonds.

Upon redemption or purchase of a portion of the Area 1 Series 2022 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Area 1 Series 2022 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Area 1 Series 2022 Bonds.

Extraordinary Mandatory Redemption

The Area 1 Series 2022 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Completion Date of the Area 1 2022 Project by application of moneys transferred from the Area 1 Series 2022 Acquisition and Construction Account to the Area 1 Series 2022 Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the Area 1 Series 2022 Prepayment Account from the prepayment of Area 1 Series 2022 Assessments and from amounts deposited into the Area 1 Series 2022 Prepayment Account from other sources; or

(iii) When the amount on deposit in the Area 1 Series 2022 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Area 1 Series 2022 Bonds then Outstanding as provided in the Supplemental Indenture.

Except as otherwise provided in the Indenture, if less than all of the Area 1 Series 2022 Bonds of a maturity subject to redemption shall be called for redemption, the particular Area 1 Series 2022 Bonds or portions of such Area 1 Series 2022 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Area 1 Series 2022 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Area 1 Series 2022 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Area 1 Series 2022 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Area 1 Series 2022 Bonds or such portions thereof on such date, interest on such Area 1 Series 2022 Bonds or such portions thereof so called for redemption shall cease to accrue, such Area 1 Series 2022 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Area 1 Series 2022 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

The Owner of this Area 1 Series 2022 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Area 1 Series 2022 Bond which remain unclaimed for three (3) years after the date when such Area 1 Series 2022 Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Area 1 Series 2022 Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Area 1 Series 2022 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Area 1 Series 2022 Bonds as to the Area 1 Series 2022 Pledged Revenues shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Area 1 Series 2022 Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Area 1 Series 2022 Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

NEITHER THIS AREA 1 SERIES 2022 BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS AREA 1 SERIES 2022 BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE AREA 1 SERIES 2022 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE AREA 1 SERIES 2022 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE AREA 1 SERIES 2022 PLEDGED REVENUES PLEDGED TO THIS AREA 1 SERIES 2022 BOND, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Area 1 Series 2022 Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Area 1 Series 2022 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Preston Cove Community Development District has caused this Area 1 Series 2022 Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary of its Board of Supervisors.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

(SEAL)

By: _____
Chairman, Board of Supervisors

ATTEST:

By: _____
Secretary to Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Area 1 Series 2022 Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION
as Registrar

By:_____
Authorized Signatory

_____
Date of Authentication:

CERTIFICATE OF VALIDATION

This Area 1 Series 2022 Bond is one of a Series of Bonds which were validated by judgment of the Ninth Judicial Court in and for Osceola County, Florida, rendered on November 5, 2021.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairman, Board of Supervisors

[FORM OF ABBREVIATIONS FOR AREA 1 SERIES 2022 BONDS]

The following abbreviations, when used in the inscription on the face of the within Area 1 Series 2022 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenant by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian _____ under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used
though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Area 1 Series 2022 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Area 1 Series 2022 Bond on the books of the District, with full power of substitution in the premises.

Date:_____

Social Security Number of Employer

Identification Number of Transferee:

Signature guaranteed:

_____

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Area 1 Series 2022 Bond in every particular without alteration or any change whatever.

By:_____
Authorized Signatory

EXHIBIT "C"

AREA 1 SERIES 2022 ACQUISITION AND CONSTRUCTION REQUISITION

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS (ASSESSMENT AREA 1), SERIES 2022

The undersigned, a Responsible Officer of the Preston Cove Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2022, as supplemented by that certain First Supplemental Trust Indenture dated as of January 1, 2022 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(1) Requisition Number:

(2) Name of Payee pursuant to Acquisition Agreement:

(3) Amount Payable:

(4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(5) Fund or Account and subaccount, if any, from which disbursement to be made:

(6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

or

☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

[_____],
CONSULTING ENGINEER

_____
Title: _____

SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION,

AS TRUSTEE

Dated as of January 1, 2022

TABLE OF CONTENTS

This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the Second Supplemental Trust Indenture.

ARTICLE I DEFINITIONS 4
Section 101. Definitions 4

ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF AREA 2 SERIES 2022 BONDS 7
Section 201. Authorization of Area 2 Series 2022 Bonds; Book-Entry Only Form 7
Section 202. Terms of Area 2 Series 2022 Bonds 8
Section 203. Dating; Interest Accrual 8
Section 204. Denominations 9
Section 205. Paying Agent 9
Section 206. Bond Registrar 9
Section 207. Conditions Precedent to Issuance of Area 2 Series 2022 Bonds 9
Section 208. Continuing Disclosure 10

ARTICLE III REDEMPTION AND PURCHASE OF AREA 2 SERIES 2022 BONDS 10

ARTICLE IV DEPOSIT OF AREA 2 SERIES 2022 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF 10
Section 401. Establishment of Accounts 10
Section 402. Use of Area 2 Series 2022 Bond Proceeds 11
Section 403. Area 2 Series 2022 Acquisition and Construction Account 12
Section 404. Costs of Issuance Account 12
Section 405. 2022A Capitalized Interest Subaccount and 2022B Capitalized Interest Subaccount 12
Section 406. Area 2 Series 2022 Reserve Accounts 13
Section 407. Application of Prepayment Principal; Prepayment Accounts 14
Section 408. Tax Covenants and Rebate Account 14
Section 409. Application of Area 2 Series 2022 Revenue Account in Revenue Fund 15

ARTICLE V CONCERNING THE TRUSTEE 17
Section 501. Acceptance by Trustee 17
Section 502. Limitation of Trustee's Responsibility 17
Section 503. Trustee's Duties 17

ARTICLE VI MISCELLANEOUS 18
Section 601. Confirmation of Master Indenture 18
Section 602. Additional Covenant Regarding Area 2 Series 2022 Assessments 18

Section 603. Limitation on Additional Debt 18
Section 604. Acknowledgement Regarding Area 2 Series 2022 Acquisition and Construction Account Moneys Following an Event of Default 19
Section 605. Enforcement of True-Up Agreement and Completion Agreement 19
Section 606. Payment Dates 19
Section 607. Additional Matters Relating to Delinquent Assessments 19
Section 608. Additional Matters Relating to Area 2 Series 2022 Assessments and Assessment Proceedings 20
Section 609. Assignment of Collateral Assignment 20
Section 610. Third Party Beneficiaries 21

Exhibit "A" Description of the Capital Improvement Plan
Exhibit "B" Forms of the Area 2 Series 2022 Bonds
Exhibit "C" Form of Area 2 Series 2022 Acquisition and Construction Account Requisition

SECOND SUPPLEMENTAL TRUST INDENTURE

THIS **SECOND SUPPLEMENTAL TRUST INDENTURE** (the "Second Supplemental Indenture") dated as of January 1, 2022, from **PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under the laws of the State of Florida (the "District" or "Issuer") to **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association authorized to accept and execute trusts of the character herein set out within the State of Florida.

WHEREAS, the District has entered into a Master Trust Indenture dated as of January 1, 2022 (the "Master Indenture"), with the Trustee to secure the issuance of its Preston Cove Community Development District Special Assessment Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution 2021-14 adopted by the Board of Supervisors of the District (the "Board") on August 26, 2021 (the "Bond Resolution"), the District has authorized the issuance of its not exceeding $29,000,000 Preston Cove Community Development District Special Assessment Revenue Bonds, in one or more Series, and authorized the execution and delivery of the Master Indenture to secure the issuance of the Bonds; and

WHEREAS, the Bonds were validated by the Circuit Court of the Ninth Judicial Circuit of the State of Florida in and for Osceola County in a final judgment rendered on November 5, 2021, and the appeal period from such final judgment has expired with no appeal being taken; and

WHEREAS, the District has not previously issued any Bonds; and

WHEREAS, the Board of the District has duly adopted resolutions pursuant to Sections 170.03, 170.07 and 170.08, Florida Statutes, providing for the acquisition, construction and installation of certain public infrastructure improvements more particularly described in **Exhibit A** hereto (the "CIP"), defining the portion of the Cost of the CIP with respect to which Special Assessments will be imposed and the manner in which such Special Assessments shall be levied against such benefited property within the boundaries of the District, directing the preparation of an assessment roll calling for a public hearing of the District at which owners of property to be subject to the Special Assessments may be heard as to the propriety and advisability of undertaking the CIP, as to the cost thereof, the manner of payment therefor, and the amount to be assessed against each property improved by the CIP, and stating the intent of the District to issue Bonds secured by such Special Assessments to finance the costs of the acquisition and construction of the CIP and the Board of the District has duly adopted a resolution, following a public hearing conducted in accordance with the Act, to fix and establish the Special Assessments and the benefited property, as supplemented with respect to the Area 2 Series 2022 Bonds (as defined below) (collectively the "Assessment Resolution"); and

WHEREAS, pursuant to the Bond Resolution, as supplemented by Resolution No. 2022-[___] the District has authorized the issuance, sale and delivery of its $[_____] Preston Cove Community Development District Special Assessment Revenue Bonds (Assessment Area 2), Series 2022A (the "Series 2022A Bonds") and its $[_____] Preston Cove Community Development District Special Assessment Revenue Bonds (Assessment Area 2), Series 2022B (the

"Series 2022B Bonds;" collectively with the Series 2022A Bonds, the "Area 2 Series 2022 Bonds") as a Series of Bonds under the Master Indenture and authorized the execution and delivery of this Second Supplemental Indenture (collectively with the Master Indenture, the "Indenture") to secure the issuance of the Assessment Area 2 Series 2022 Bonds for the principal purpose of acquiring and constructing a portion of the CIP (the "Area 2 2022 Project") and to set forth the terms of the Area 2 Series 2022 Bonds; and

WHEREAS, simultaneous with the issuance of the Area 2 Series 2022 Bonds, pursuant to the Bond Resolution, as supplemented by Resolution No. 2022-[___], the District has also authorized the issuance, sale and delivery of its $[_____] Preston Cove Community Development District Special Assessment Bonds (Assessment Area 1), Series 2022 (the "Area 1 Series 2022 Bonds") as a Series of Bonds under the Master Indenture and authorized the execution and delivery of a First Supplemental Indenture dated of even date herewith, between the Issuer and the Trustee, to secure the issuance of the Area 1 Series 2022 Bonds for the principal purpose of acquiring and constructing a portion of the CIP not included in the Area 2 2022 Project and to set forth the terms of the Area 1 Series 2022 Bonds; and

WHEREAS, the District will apply the proceeds of the Area 2 Series 2022 Bonds to: (i) finance a portion of the Cost of the acquisition, construction, installation and equipping of the Area 2 2022 Project, (ii) pay certain costs associated with the issuance of the Area 2 Series 2022 Bonds; (iii) pay a portion of the interest accruing on the Area 2 Series 2022 Bonds, respectively; and (iv) fund the 2022A Reserve Account and 2022B Reserve Account as herein provided; and

WHEREAS, the execution and delivery of the Area 2 Series 2022 Bonds and of this Second Supplemental Indenture have been duly authorized by the Board and all things necessary to make the Area 2 Series 2022 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Second Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Area 2 Series 2022 Pledged Revenues (as hereinafter defined) have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SECOND SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Area 2 Series 2022 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Area 2 Series 2022 Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Second Supplemental Indenture and in the Area 2 Series 2022 Bonds: (a) has executed and delivered this Second Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in interest the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the

Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Area 2 Series 2022 Assessments levied and imposed pursuant to the Assessment Proceedings as the same may be amended from time to time and the Funds and Accounts (except for the Area 2 Series 2022 Rebate Account and the Area 2 Series 2022 Costs of Issuance Account) established hereby (collectively, the "Area 2 Series 2022 Pledged Revenues") securing only the Area 2 Series 2022 Bonds;

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Master Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Area 2 Series 2022 Bonds issued or to be issued under and secured by this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Area 2 Series 2022 Bond over any other Area 2 Series 2022 Bond by reason of priority in their issue, sale or execution;

PROVIDED HOWEVER, that if the District, its successors or assigns, shall well and duly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Area 2 Series 2022 Bonds or any Area 2 Series 2022 Bond of a particular maturity issued, secured and Outstanding under this Second Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Area 2 Series 2022 Bonds and this Second Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Second Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Second Supplemental Indenture, then upon such final payments, this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Area 2 Series 2022 Bonds or any Area 2 Series 2022 Bond of a particular maturity, otherwise this Second Supplemental Indenture shall remain in full force and effect;

THIS SECOND SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Area 2 Series 2022 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Second Supplemental Indenture), including this Second Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Area 2 Series 2022 Bonds, as follows:

ARTICLE I
DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Acquisition Agreement" shall mean the [Acquisition and Completion Agreement] between the District and the Developer dated [January ___], 2022.

"Amortization Installments" shall mean the moneys required to be deposited in the Sinking Fund Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds.

"Area 2 Series 2022 Assessments" shall mean collectively the Series 2022A Assessments and the Series 2022B Assessments.

"Assessment Interest" shall mean the interest on Area 2 Series 2022 Assessments received by the District which is pledged to the Area 2 Series 2022 Bonds, other than Delinquent 2022A Assessment Interest and Delinquent 2022B Assessment Interest. Assessment Interest corresponding in amount to the interest on the Series 2022A Bonds is referred to herein as "2022A Assessment Interest", and Assessment Interest corresponding in amount to the interest on the Series 2022B Bonds is referred to herein as "2022B Assessment Interest."

"Assessment Principal" shall mean the principal amount of Area 2 Series 2022 Assessments received by the District which are pledged to the Area 2 Series 2022 Bonds, other than Delinquent 2022A Assessment Principal, Delinquent 2022B Assessment Principal, Series 2022A Prepayment Principal and Series 2022B Prepayment Principal. Assessment Principal corresponding in amount to the principal of the Series 2022A Bonds is referred to herein as "2022A Assessment Principal" and Assessment Principal corresponding in amount to the principal on the Series 2022B Bonds is referred to herein as "2022B Assessment Principal."

"Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Special Assessments, including the Assessment Resolution and any supplemental proceedings undertaken by the District with respect to the Area 2 Series 2022 Assessments.

"Bond Depository" shall mean the securities depository existing from time to time under Section 201 hereof.

"Bond Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Area 2 Series 2022 Bonds as securities depository.

"Collateral Assignment" shall mean that certain [Collateral Assignment and Assumption of Development Rights] dated [January ___], 2022, between the District and the Developer, as amended from time to time.

"Completion Agreement" shall mean the [Completion Agreement] by and between the District and the Developer, dated [_____], 2022, as such agreement may be modified from time to time.

"Continuing Disclosure Agreement" means that certain [Continuing Disclosure Agreement] dated the date of issuance and delivery of the Area 2 Series 2022 Bonds, among the District, the dissemination agent named therein and the Developer and joined in by the Trustee, as originally executed and as amended from time to time in accordance with the terms thereof.

"Delinquent 2022A Assessment Interest" shall mean 2022A Assessment Interest deposited with the Trustee after the date on which such 2022A Assessment Interest has become due and payable in accordance with applicable law or proceedings of the District.

"Delinquent 2022B Assessment Interest" shall mean 2022B Assessment Interest deposited with the Trustee after the date on which such 2022B Assessment Interest has become due and payable in accordance with applicable law or proceedings of the District.

"Delinquent 2022A Assessment Principal" shall mean 2022A Assessment Principal deposited with the Trustee after the date on which such 2022A Assessment Principal has become due and payable in accordance with applicable law or proceedings of the District.

"Delinquent 2022B Assessment Principal" shall mean 2022B Assessment Principal deposited with the Trustee after the date on which such 2022B Assessment Principal has become due and payable in accordance with applicable law or proceedings of the District.

"Developer" shall mean Elevation Preston Cove, LLC, a Florida limited liability company, or any successor or assign thereof.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Interest Payment Date" shall mean each May 1 and November 1, commencing May 1, 2022.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Supplemental Indenture.

"Participating Underwriter" shall have the meaning ascribed to it in the Continuing Disclosure Agreement.

"Redemption Date" shall mean each February 1, May 1, August 1 and November 1.

"Reserve Account Release Conditions" shall mean (i) all of the Series 2022A Assessments have been allocated to single-family or multifamily residential lots which are developed and

platted as certified in writing by the Consulting Engineer; (ii) all of the platted single-family residential lots subject to the Series 2022A Assessments have closed with homebuilders; (iii) all of the Series 2022B Bonds have been paid in full; and (iv) no Event of Default has occurred and is continuing with respect to any outstanding Series 2022A Bonds.

"Series 2022A Assessments" shall mean the Special Assessments levied on that portion of the District Lands specially benefitted by the Area 2 2022 Project or any portion thereof, which Special Assessments correspond in amount to the debt service on the Series 2022A Bonds.

"Series 2022B Assessments" shall mean the Special Assessments levied on that portion of the District Lands specially benefitted by the Area 2 2022 Project or any portion thereof, which Special Assessments correspond in amount to the debt service on the Series 2022B Bonds.

"Series 2022A Prepayment Principal" shall mean the excess amount of 2022A Assessment Principal received by the District over the 2022A Assessment Principal then due, including optional prepayments and prepayments which become due pursuant to the "true-up" mechanism contained in the Assessment Proceedings but shall not include Delinquent 2022A Assessment Principal. Series 2022A Prepayment Principal shall not include the proceeds of any refunding bonds.

"Series 2022B Prepayment Principal" shall mean the excess amount of 2022B Assessment Principal received by the District over the 2022B Assessment Principal then due, including optional prepayments and prepayments which become due pursuant to the "true-up" mechanism contained in the Assessment Proceedings but shall not include Delinquent 2022B Assessment Principal. Series 2022B Prepayment Principal shall not include the proceeds of any refunding bonds.

"Substantial Absorption" shall mean the date when at least ninety percent (90%) of the principal portion of the Series 2022A Assessments have been assigned to residential units within the District that have each received a certificate of occupancy.

"Term Bonds" shall mean the Area 2 Series 2022 Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments.

"True-Up Agreement" shall mean the [True-Up Agreement], between the District and the Developer, dated [January ___], 2022.

"2022 Investment Obligations" shall mean those obligations described under the definition of "Investment Securities" in the Master Indenture.

"2022A Reserve Account Requirement" shall mean (i) initially, an amount equal to the maximum annual Debt Service Requirements for the Series 2022A Bonds and (ii) upon satisfaction of the Reserve Account Release Conditions, an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2022A Bonds. Such maximum annual Debt Service Requirement shall be re-determined by the Trustee upon any optional prepayment by the owner of a lot or parcel of land of a Series 2022A Assessment against such lot or parcel as provided in Section 4.05. Any excess in the 2022A Reserve Account as a result of satisfaction of the Reserve Account Release Conditions shall be deposited into the Area 2 Series 2022 Acquisition

and Construction Account. The District or the District Manager, on behalf of the District, shall provide written notice to the Trustee when the Reserve Account Release Conditions have been satisfied, upon which notice the Trustee may conclusively rely. The 2022A Reserve Account Requirement is initially $[_____].

"2022B Reserve Account Requirement" shall mean an amount equal to the maximum annual interest due on the Series 2022B Bonds as calculated by the District as of the time of any such calculation. The 2022B Reserve Account Requirement is initially $[_____].

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF AREA 2 SERIES 2022 BONDS

Section 201. Authorization of Area 2 Series 2022 Bonds; Book-Entry Only Form. The Area 2 Series 2022 Bonds are hereby authorized to be issued in the aggregate principal amount of $[_____] ($[_____] aggregate principal amount of Series 2022A Bonds and $[_____] aggregate principal amount of Series 2022B Bonds) for the purposes enumerated in the recitals hereto. The Area 2 Series 2022 Bonds shall be substantially in the forms set forth as **Exhibit B** to this Second Supplemental Indenture.

The Series 2022A Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2022A Bond for each maturity of Series 2022A Bonds. The Series 2022B Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2022B Bond for each maturity of Series 2022B Bonds. Upon initial issuance, the ownership of such Area 2 Series 2022 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company, New York, New York ("DTC"), the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Area 2 Series 2022 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Area 2 Series 2022 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Area 2 Series 2022 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Area 2 Series 2022 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Area 2 Series 2022 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Area 2 Series 2022 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Area 2 Series 2022 Bond for the purpose of payment of principal, premium and interest with respect to such Area 2 Series 2022 Bond, for the purpose of giving notices of redemption and other matters with respect to such Area 2 Series 2022 Bond, for the purpose of registering transfers with respect to such Area 2 Series 2022 Bond, and

for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Area 2 Series 2022 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Area 2 Series 2022 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Area 2 Series 2022 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Second Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Area 2 Series 2022 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Area 2 Series 2022 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Area 2 Series 2022 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Beneficial Owners shall designate, in accordance with the provisions hereof and the Master Indenture.

Section 202. Terms of Area 2 Series 2022 Bonds. The Series 2022A Bonds shall be issued as [four (4)] Term Bonds as set forth below and shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

$[_____, ____% Term Bond due May 1, 20__]

$[_____, ____% Term Bond due May 1, 20__]

$[_____, ____% Term Bond due May 1, 20__]

$[_____, ____% Term Bond due May 1, 20__]

The Series 2022B Bonds shall be issued in the principal amount of $[_____], mature on May 1, 20[__] and shall bear interest at the fixed rate of [_____]% per annum.

Section 203. Dating; Interest Accrual. Each Area 2 Series 2022 Bond shall be dated January [__], 2022. Each Area 2 Series 2022 Bond shall also bear its date of authentication. Each Area 2 Series 2022 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Area 2 Series 2022 Bond has been paid, in

which event such Area 2 Series 2022 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Area 2 Series 2022 Bonds, in which event such Area 2 Series 2022 Bond shall bear interest from its date. Interest on the Area 2 Series 2022 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2022, and shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2022A Bonds shall be numbered consecutively from RA-1 and upwards. The Series 2022B Bonds shall be numbered RB-1.

Section 204. Denominations. The Area 2 Series 2022 Bonds shall be issued in Authorized Denominations. Delivery of Area 2 Series 2022 Bonds to the initial purchasers thereof shall be in minimum denominations of $100,000 or integral multiples of $5,000 in excess thereof.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Area 2 Series 2022 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Area 2 Series 2022 Bonds.

Section 207. Conditions Precedent to Issuance of Area 2 Series 2022 Bonds. In addition to complying with the requirements set forth in Section 3.01 of the Master Indenture in connection with the issuance of the Area 2 Series 2022 Bonds, all the Area 2 Series 2022 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Proceedings;

(b) A copy of the executed Master Indenture and an executed original of this Second Supplemental Indenture;

(c) A Bond Counsel opinion addressed to the Trustee substantially to the effect that; (i) the Indenture has been duly authorized and executed by the District and constitutes a valid and binding obligation of the District; (ii) the Area 2 Series 2022 Bonds have been duly authorized, executed and delivered by the District and are valid and binding special obligations of the District, payable solely from the sources provided therefor in the Indenture; (iii) the interest on the Area 2 Series 2022 Bonds is excludable from gross income for federal income tax purposes; and (iv) the Area 2 Series 2022 Bonds and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes on corporations and other entities, as defined therein.

(d) An opinion of Counsel to the District addressed to the Trustee or with respect to which the Trustee has received a customary reliance letter substantially to the effect that; (i) the District has been duly established and validly exists as a community development district under the Act, (ii) the District has good right and lawful authority under the Act to undertake the Area 2 2022 Project being financed with the proceeds of the Area 2 Series 2022 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to undertake the Area 2 2022 Project, (iii) all proceedings undertaken by the District with respect to the Area 2

Series 2022 Assessments have been in accordance with Florida law, (iv) the District has taken all action necessary to levy and impose the Area 2 Series 2022 Assessments, and (v) the Area 2 Series 2022 Assessments are legal, valid and binding liens upon the property against which such Area 2 Series 2022 Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(e) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Area 2 Series 2022 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture; and

(f) An Engineers' Certificate or Engineers' Certificates certifying as to the accuracy of the information set forth in the District Engineer's Report regarding the CIP.

Delivery to the Trustee of the net proceeds from the issuance of the Area 2 Series 2022 Bonds shall constitute conclusive proof of the delivery of the items described above to the satisfaction of the District and underwriter.

Section 208. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provisions of the Indenture, failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may and, at the request of any Participating Underwriter or the Majority Owners of Outstanding Area 2 Series 2022 Bonds, and receipt of indemnity satisfactory to the Trustee shall, or any such Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this Section.

ARTICLE III
REDEMPTION AND PURCHASE OF AREA 2 SERIES 2022 BONDS

The Area 2 Series 2022 Bonds are subject to redemption prior to maturity as provided in the forms thereof set forth as **Exhibit B** to this Second Supplemental Indenture. Area 2 Series 2022 Bonds may be purchased as provided in Article VIII of the Master Indenture.

ARTICLE IV
DEPOSIT OF AREA 2 SERIES 2022 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts:

(i) an Area 2 Series 2022 Acquisition and Construction Account; and

(ii) an Area 2 Series 2022 Costs of Issuance Account;

(b) There are hereby established within the Debt Service Fund held by the Trustee a 2022A Sinking Fund Account, a 2022B Principal Account, a 2022A Interest Account, and a 2022B Interest Account, and within the 2022A Interest Account a 2022A Capitalized Interest Subaccount and within the 2022B Interest Account a 2022B Capitalized Interest Subaccount;

(c) There is hereby established within the Bond Redemption Fund held by the Trustee a 2022A Prepayment Account, a 2022B Prepayment Account and an Area 2 Series 2022 General Account;

(d) There is hereby established within the Debt Service Reserve Fund held by the Trustee a 2022A Reserve Account and a 2022B Reserve Account (the 2022A Reserve Account and the 2022B Reserve Account being collectively referred to as the "Area 2 Series 2022 Reserve Accounts"), which accounts shall be held for the benefit of all of the Area 2 Series 2022 Bonds without distinction as to Area 2 Series 2022 Bonds and without privilege or priority of one Area 2 Series 2022 Bond over another;

(e) There is hereby established within the Revenue Fund held by the Trustee an Area 2 Series 2022 Revenue Account; and

(f) There is hereby established within the Rebate Fund the Area 2 Series 2022 Rebate Account.

Section 402. Use of Area 2 Series 2022 Bond Proceeds. Following the Trustee's receipt of the items set forth in Section 3.01 of the Master Indenture and Section 207 hereof; the net proceeds of sale of the Area 2 Series 2022 Bonds, $[_____] (aggregate face amount of Area 2 Series 2022 Bonds less underwriter's discount of $[_____] and a net original issue discount/premium of $[_____], shall be delivered to the Trustee by the District and be applied as follows:

(a) $[_____], representing Capitalized Interest on the Series 2022A Bonds, shall be deposited in the 2022A Capitalized Interest Subaccount of the Debt Service Fund;

(b) $[_____], representing Capitalized Interest on the Series 2022B Bonds, shall be deposited in the 2022B Capitalized Interest Subaccount of the Debt Service Fund;

(c) $[_____], which is an amount equal to the initial Reserve Requirement in respect of the Series 2022A Bonds, shall be deposited in the 2022A Reserve Account of the Debt Service Reserve Fund;

(d) $[_____], which is an amount equal to the initial Reserve Requirement in respect of the Series 2022B Bonds, shall be deposited in the 2022B Reserve Account of the Debt Service Reserve Fund;

(e) $[_____] shall be deposited to the credit of the 2021 Costs of Issuance Account and used to pay the cost of issuance of the Area 2 Series 2022 Bonds; and

(f) $[_____], shall be deposited in the 2021 Acquisition and Construction Account to be applied to Costs of the Area 2 2022 Project in accordance with Article V of the Master Indenture and Section 405 of the Second Supplemental Indenture.

Section 403. Area 2 Series 2022 Acquisition and Construction Account.

(a) Amounts on deposit in the Area 2 Series 2022 Acquisition and Construction Account shall be applied to pay the Costs of the Area 2 2022 Project upon compliance with the requirements of the requisition provisions set forth in Section 5.01(b) of the Master Indenture. Each requisition shall be substantially in the form of **Exhibit C** hereto.

(b) Any balance remaining in the subaccounts of the Area 2 Series 2022 Acquisition and Construction Account after the Completion Date of the Area 2 2022 Project and after retaining the amount, if any, of all remaining unpaid Costs of the Area 2 2022 Project set forth in the Engineers' Certificate establishing such Completion Date, shall be transferred to and deposited in the 2022B Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2022B Bonds, and if all Series 2022B Bond have been retired, into the Series 2022A Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of Series 2022A Bonds; provided, however, that if on the date of such proposed transfer an Event of Default exists such amounts shall remain on deposit in the Area 2 Series 2022 Acquisition and Construction Account. When no monies remain in the Area 2 Series 2022 Acquisition and Construction Account or a subaccount thereof, the Area 2 Series 2022 Acquisition and Construction Account or such subaccount, as applicable, shall be closed.

Section 404. Costs of Issuance Account. There shall be deposited in the Area 2 Series 2022 Costs of Issuance Account $[_____] which shall, at the written direction of a Responsible Officer to the Trustee, be used to pay the costs of issuance relating to the Area 2 Series 2022 Bonds. Any amounts on deposit in the Area 2 Series 2022 Costs of Issuance Account ninety (90) days after the date of initial delivery of the Area 2 Series 2022 Bonds, for which the Trustee has not provided a pending requisition, shall be transferred over and deposited into the Area 2 Series 2022 Acquisition and Construction Account and used for the purposes permitted therefor and the Area 2 Series 2022 Costs of Issuance Account shall be closed.

Section 405. 2022A Capitalized Interest Subaccount and 2022B Capitalized Interest Subaccount . Except as provided elsewhere in the Master Indenture or in this Second Supplemental Indenture, (i) amounts on deposit in the 2022A Capitalized Interest Subaccount shall be applied by the Trustee only for the purpose of paying interest on the Series 2022A Bonds when due, and (ii) amounts on deposit in the 2022B Capitalized Interest Subaccount shall be applied by the Trustee only for the purpose of paying interest on the Series 2022B Bonds when due. If an Area 2 Series 2022 Bond is redeemed, the amount, if any, in the 2022A Capitalized Interest Subaccount or 2022B Capitalized Interest Subaccount representing interest thereon shall be applied to payment of the accrued interest in connection with such redemption. Any amounts remaining in the 2022A Capitalized Interest Subaccount or the 2022B Capitalized Interest Subaccount after payment of interest on the Area 2 Series 2022 Bonds on November 1, 2022 shall be transferred to the Area 2 Series 2022 Acquisition and Construction Account.

Section 406. Area 2 Series 2022 Reserve Accounts. Amounts on deposit in the 2022A Reserve Account and 2022B Reserve Account, except as provided elsewhere in the Master Indenture or in this Second Supplemental Indenture, shall be used only for the purpose of making payments into the 2022A Interest Account, the 2022B Interest Account, the 2022A Sinking Fund Account and 2022B Principal Account to pay the Area 2 Series 2022 Bonds, without distinction as to Area 2 Series 2022 Bonds and without privilege or priority of one Area 2 Series 2022 Bond over another, when due when the moneys on deposit in such Accounts and available therefor are insufficient.

The Trustee, on or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the Area 2 Series 2022 Reserve Accounts and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such accounts. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the applicable Area 2 Series 2022 Reserve Account, from the first legally available sources of the District. Any surplus in either Area 2 Series 2022 Reserve Account (i) resulting from investment earnings, shall be applied as provided in the second succeeding paragraph; (ii) resulting from prepayment of Area 2 Series 2022 Assessments shall be applied as provided in the immediately following paragraph, (iii) as a result of satisfaction of the Reserve Account Release Conditions shall be deposited into the Area 2 Series 2022 Acquisition and Construction Account, or (iv) resulting from any other cause, shall be deposited to the applicable Prepayment Account to be used for the extraordinary mandatory redemption of the applicable Series of Series 2022 Bonds.

Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred which has not been cured, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2022A Assessment or a Series 2022B Assessment against such lot or parcel, on the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the District shall determine the Reserve Account Requirement for the Series 2022A Bonds and the Series 2022B Bonds, respectively, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit (a) in the 2022A Reserve Account in excess of the 2022A Reserve Account Requirement (except for excess resulting from interest earnings) from the 2022A Reserve Account to the Series 2022A Prepayment Account as a credit against the 2022A Assessment Principal otherwise required to be paid by the owner of such lot or parcel and (b) in the 2022B Reserve Account in excess of the 2022B Reserve Account Requirement (except for excess resulting from interest earnings) from the 2022B Reserve Account to the Series 2022B Prepayment Account as a credit against the 2022B Assessment Principal otherwise required to be paid by the owner of such lot or parcel. If the District fails to provide such transfer direction as provided in this paragraph, Trustee may assume any excess in the 2022A Reserve Account and 2022B Reserve Account shall be transferred as provided in the immediately preceding paragraph.

All earnings on investments in the 2022A Reserve Account or the 2022B Reserve Account shall be deposited to the Area 2 Series 2022 Revenue Account, provided no deficiency exists in such Reserve Account and, if a deficiency does exist, earnings shall remain on deposit in such Reserve Account until the deficiency is cured. Such Accounts shall consist only of cash and Investment Securities.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2022A Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2022A Bonds, together with accrued interest on such Series 2022A Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2022A Prepayment Account the amount on deposit in the 2022A Reserve Account to pay and redeem all of the Outstanding Series 2022A Bonds on the earliest such date.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2022B Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2022B Bonds, together with accrued interest on such Series 2022B Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2022B Prepayment Account the amount on deposit in the 2022B Reserve Account to pay and redeem all of the Outstanding 2022B Bonds on the earliest such date.

Section 407. Application of Prepayment Principal; Prepayment Accounts. All Series 2022A Prepayment Principal shall upon receipt by the Trustee be deposited to the 2022A Prepayment Account of the Bond Redemption Fund. All Series 2022B Prepayment Principal shall upon receipt by the Trustee be deposited to the 2022B Prepayment Account of the Bond Redemption Fund. At the time the District deposits Prepayment Principal with the Trustee it shall notify the Trustee in writing as to the amount of Series 2022A Prepayment Principal and/or Series 2022B Prepayment Principal. Amounts on deposit in the 2022A Prepayment Account shall be applied to the extraordinary mandatory redemption of the Series 2022A Bonds as provided in **Exhibit "B"** hereto. Amounts on deposit in the 2022B Prepayment Account shall be applied to the extraordinary mandatory redemption of the Series 2022B Bonds as provided in **Exhibit "B"** hereto.

The Trustee is not responsible to verify if any payment is Prepayment Principal and may conclusively rely as accurate upon the classification of the District as Prepayment Principal and in the absence of such notification will conclude that such payment is not Prepayment Principal and that such payment is to be deposited into the Area 2 Series 2022 Revenue Account.

Section 408. Tax Covenants and Rebate Account. The District shall comply with the Federal Tax Certificate (including deposits to and payments from the Area 2 Series 2022 Rebate Account) included as part of the closing transcript for the Area 2 Series 2022 Bonds, as amended and supplemented from time to time in accordance with its terms. Amounts in the Area 2 Series 2022 Rebate Account shall be directed by the District for investment only in Government Obligations. To the extent any amounts in the Area 2 Series 2022 Rebate Account are not needed to comply with the Arbitrage Certificate, such amounts shall be transferred as directed by the District to any other fund or account created hereunder.

Notwithstanding anything to the contrary contained in the Master Indenture, the District covenants with the holders of the Area 2 Series 2022 Bonds that it shall comply with the requirements of Code necessary to maintain the exclusion of interest on the Area 2 Series 2022 Bonds from gross income for purposes of federal income taxation, including the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code, and, in particular, that it shall not make or direct the making of any investment or other use of proceeds of such Area 2 Series 2022 Bonds (or amounts deemed to be proceeds under the Code) in any manner which

would cause the interest on such Area 2 Series 2022 Bonds to be or become subject to federal income taxation, nor shall it fail to do any act which is necessary to prevent such interest from becoming subject to federal income taxation. The District further covenants that neither the District nor any other person under its control or direction will make any investment or other use of the proceeds of the Area 2 Series 2022 Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the Area 2 Series 2022 Bonds to be "private activity bonds" as that term is defined in Section 141 of the Code (or any successor provision thereto), or "arbitrage bonds" as that term is defined in Section 148 of the Code (or any successor provision thereto) and that it will comply with such sections of the Code throughout the term of the Area 2 Series 2022 Bonds.

Section 409. Application of Area 2 Series 2022 Revenue Account in Revenue Fund.

(a) Upon deposit of the revenues from the Area 2 Series 2022 Assessments including the interest thereon with the Trustee, the District shall provide the Trustee a written accounting setting forth the amounts of such Area 2 Series 2022 Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) 2022A Assessment Interest which shall be deposited into the 2022A Interest Account and 2022B Assessment Interest which shall be deposited into the 2022B Interest Account;

(ii) 2022A Assessment Principal, which shall be deposited into the 2022A Sinking Fund Account and 2022B Assessment Principal which shall be deposited into the 2022B Principal Account;

(iii) Series 2022A Prepayment Principal which shall be deposited into the 2022A Prepayment Account and Series 2022B Prepayment Principal which shall be deposited into the 2022B Prepayment Account;

(iv) Delinquent 2022A Assessment Principal shall first be applied to restore the amount of any withdrawal from the 2022A Reserve Account to pay the principal of Series 2022A Bonds to the extent that less than the 2022A Reserve Account Requirement is on deposit in the 2022A Reserve Account, and, the balance, if any, shall be deposited into the 2022A Sinking Fund Account;

(v) Delinquent 2022B Assessment Principal shall first be applied to restore the amount of any withdrawal from the 2022B Reserve Account to pay the principal of Series 2022B Bonds to the extent that less than the 2022B Reserve Account Requirement is on deposit in the 2022B Reserve Account, and, the balance, if any, shall be deposited into the 2022B Principal Account;

(vi) Delinquent 2022A Assessment Interest shall first be applied to restore the amount of any withdrawal, from the 2022A Reserve Account to pay the interest of Series 2022A Bonds to the extent that less than the 2022A Reserve Account Requirement is on deposit in the 2022A Reserve Account, and, the balance, if any, shall be deposited into the 2022A Interest Account;

(vii) Delinquent 2022B Assessment Interest shall first be applied to restore the amount of any withdrawal from the 2022B Reserve Account to pay the interest of Series 2022B Bonds to the extent that less than the 2022B Reserve Account Requirement is on deposit in a 2022B Reserve Account, and, the balance, if any, shall be deposited into the 2022B Interest Account;

(viii) The balance shall be deposited in the Area 2 Series 2022 Revenue Account.

(b) On or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day), next preceding each Redemption Date, the Trustee shall determine the amount on deposit in each 2022A Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only after transferring sufficient amounts as directed by the District to the appropriate accounts to pay amounts due on the next Interest Payment Date, from the Area 2 Series 2022 Revenue Account for deposit into such Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of $5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2022A Bonds and the Series 2022B Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Account in accordance with the provisions for extraordinary redemption of Series 2022A Bonds and Series 2022B Bonds as set forth in **Exhibit B** hereto. All interest due in regard to such prepayments shall be paid from the applicable 2022A Interest Account or, if insufficient amounts are on deposit in the applicable 2022A Interest Account to pay such interest then from the Area 2 Series 2022 Revenue Account.

(c) On each May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer from amounts on deposit in the Area 2 Series 2022 Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority:

FIRST, to the 2022A Interest Account and 2022B Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2022A Bonds and 2022B Bonds then Outstanding on such May 1 or November 1, less any other amount already on deposit in such 2022A Interest Account or 2022B Interest Account not previously credited;

SECOND, beginning on May 1, 2023, and no later than the Business Day next preceding each May 1 thereafter while Series 2022A Bonds remain Outstanding, to the 2022A Sinking Fund Account an amount equal to the Amortization Installment on the Series 2022A Bonds due on such May 1 or the principal maturing on the Series 2022A Bonds on such May 1, less any amount on deposit in the Series 2022A Sinking Fund Account not previously credited, and on May 1, 20[__], to the 2022B Principal Account the principal maturing on May 1, 20[__] less any amount on deposit in such 2022B Principal Account not previously credited;

THIRD, to the 2022A Reserve Account and the 2022B Reserve Account the amount, if any, which is necessary to make the amount on deposit therein equal to the applicable 2022A Reserve Account Requirement; and

FOURTH, the balance shall be retained in the Area 2 Series 2022 Revenue Account provided that on November 2 of each year any funds remaining in the Area 2 Series 2022 Revenue Account shall be applied upon direction of the District to the Trustee, (i) prior to the completion of the Area 2 2022 Project, to the Area 2 Series 2022 Acquisition and Construction Account, and (ii) thereafter, to any lawful purpose of the District.

Anything herein to the contrary notwithstanding, it shall not constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor; provided, however, that nothing in this paragraph is meant to change what are otherwise Events of Default as provided for in Article X of the Master Trust Indenture.

(d) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts and any subaccounts therein held as security for the Area 2 Series 2022 Bonds shall be invested only in Investment Securities, and further, earnings on investments in the Area 2 Series Acquisition and Construction Account and the Area 2 Series 2022 Cost of Issuance Account shall be retained as realized, in such Accounts and subaccounts and used for the purpose of such Accounts and subaccounts. Earnings on investments in (i) the Area 2 Series 2022 Revenue Account of the Revenue Fund, (ii) the 2022A Sinking Fund Account and 2022B Principal Account of the Debt Service Fund, (iii) the 2022A Interest Account and 2022B Interest Account of the Debt Service Fund and (iv) the 2022A Prepayment Account and 2022B Prepayment Account in the Bond Redemption Fund, shall be deposited, as realized, to the credit of the Area 2 Series 2022 Revenue Account of the Revenue Fund and used for the purpose of such Account.

Earnings on investments in the 2022A Reserve Account or the 2022B Reserve Account shall be disposed of as provided in Section 405 hereof.

ARTICLE V
CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Second Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture as modified by this Second Supplemental Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article XI thereof, all of which shall apply to the actions of the Trustee under this Second Supplemental Indenture.

ARTICLE VI
MISCELLANEOUS

Section 601. Confirmation of Master Indenture. As supplemented by this Second Supplemental Indenture, the Master Indenture is in all respect ratified and confirmed, and this Second Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Second Supplemental Indenture and to the Area 2 Series 2022 Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this Second Supplemental Indenture the terms and provisions hereof shall control.

Section 602. Additional Covenant Regarding Area 2 Series 2022 Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this Second Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Area 2 Series 2022 Assessments, including the assessment methodology, prepared by Governmental Management Services – Central Florida, LLC (the "Report"), and to levy the Area 2 Series 2022 Assessments and any required true up payments as set forth in the Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Area 2 Series 2022 Bonds, when due. The District also agrees that it shall not amend the Report in any material manner without the written consent of the Majority Owners, except as may be required by law.

Section 603. Limitation on Additional Debt. (a) Other than Bonds issued to refund all or a portion of Outstanding Area 2 Series 2022 Bonds, the issuance of which as determined by the District results in present value debt service savings, the Issuer shall not, while any Area 2 Series 2022 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Area 2 Series 2022 Pledged Revenues.

(b) The District further covenants and agrees not to issue Bonds for capital projects secured by new Special Assessments on assessable lands which are also encumbered by the Area 2 Series 2022 Assessments ("Additional Bonds") without the consent of the Majority Owners of the Area 2 Series 2022 Bonds; provided, however, that the District may issue such Additional Bonds without the written consent of the Majority Owners, to the extent (1) Substantial Absorption has occurred with respect to the assessable lands to be encumbered by such Special Assessments, and (2) the Series 2022B Bonds have been paid in full; further provided, however, that the foregoing shall not preclude the imposition of Special Assessments on property subject to the Area 2 Series 2022 Assessments following full payment of the Series 2022B Bonds which as determined by the District, are necessary for health, safety, and welfare reasons or to remediate a natural disaster. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the Area 2 Series 2022 Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the District may rely on a certificate from the District Manager regarding such status of Substantial Absorption and in the absence of receipt of such certificate, may assume Substantial Absorption has not occurred.

Section 604. Acknowledgement Regarding Area 2 Series 2022 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Area 2 Series 2022 Bonds, the Area 2 Series 2022 Bonds are payable solely from the Area 2 Series 2022 Pledged Revenues. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Area 2 Series 2022 Bonds, (i) the Area 2 Series 2022 Pledged Revenues, which includes, without limitation, all amounts on deposit in the Area 2 Series 2022 Acquisition and Construction Account, may not be used by the District (whether to pay Costs of the Area 2 2022 Project or otherwise) without the consent of the Majority Owners of the Area 2 Series 2022 Bonds, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Area 2 2022 Project and payment is for such work, and (ii) the Area 2 Series 2022 Pledged Revenues may be used by the Trustee, at the written direction or with the written approval of the Majority Owners of the Area 2 Series 2022 Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture or as otherwise provided in the Indenture, provided, however notwithstanding anything herein to the contrary the Trustee is also authorized to utilize the Area 2 Series 2022 Pledged Revenues to pay fees and expenses as provided in Section 10.12 of the Master Indenture.

Section 605. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both such Agreements, the District covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Area 2 Series 2022 Bonds shall act on behalf of, and in the District's stead, to enforce the provisions of such agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners of the Area 2 Series 2022 Bonds, or the Trustee at the written direction of the Majority Owners of the Area 2 Series 2022 Bonds, shall constitute an Event of Default under the Indenture without benefit of any period of cure.

Section 606. Payment Dates. If an Interest Payment Date, principal payment date or the maturity date of the Area 2 Series 2022 Bonds or the date fixed for the redemption of any Area 2 Series 2022 Bonds shall be other than a Business Day, then payment of interest, principal, or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as it made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

Section 607. Additional Matters Relating to Delinquent Assessments. The District acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Area 2 Series 2022 Assessments that are billed directly by the District, that the entire Area 2 Series 2022 Assessments levied on the property for which such installment of Area 2 Series 2022 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee,

acting at the direction of the Majority Owners of the Area 2 Series 2022 Bonds Outstanding, the District shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent Area 2 Series 2022 Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages. The Trustee shall be deemed to have consented to the proposed action if the District does not received written direction from the Trustee within one hundred and twenty (120) days (or such shorter time as would be required to comply with ant applicable court ruling) following receipt by the Trustee of a written request for direction.

Section 608. Additional Matters Relating to Area 2 Series 2022 Assessments and Assessment Proceedings. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Area 2 Series 2022 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Area 2 Series 2022 Assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, and the provisions for the foreclosure of liens of delinquent Area 2 Series 2022 Assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, all in a manner consistent with the Master Indenture and this Second Supplemental Indenture.

The Series 2022A Assessments levied for each full year on platted lots shall be collected pursuant to the uniform method provided for in Sections 197.3632 and 197.3635 Florida Statutes, (the "Uniform Method") unless the District determines that it is in its best interests to collect directly. The Series 2022A Assessments levied on unplatted lots or lands and the Series 2022B Assessments shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method unless the District determines that it is in its best interests to collect pursuant to the Uniform Method. Prior to an Event of Default, the election to collect and enforce Area 2 Series 2022 Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce Area 2 Series 2022 Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, Series 2022A Assessments levied on platted lots shall be collected pursuant to the Uniform Method and Series 2022A Assessments levied on unplatted lots and Series 2022B Assessments shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method in each case unless the Trustee, acting at the direction of the Majority Owners of the Area 2 Series 2022 Bonds Outstanding, provides written direction to use a different method of collection. All Area 2 Series 2022 Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Area 2 Series 2022 Assessments shall not be deemed to be delinquent Area 2 Series 2022 Assessments unless and until same are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Section 609. Assignment of Collateral Assignment. The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time,

of the Area 2 Series 2022 Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

Section 610. Third Party Beneficiaries. This Second Supplemental Indenture shall inure solely to the benefit of the District, the Trustee and the Holders from time to time of the Area 2 Series 2022 Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT has caused these presents to be signed in its name and on its behalf by its Chair, and its official seal to be hereunto affixed and attested by its Assistant Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized signatory.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

[SEAL]

By:_____
Chair, Board of Supervisors

ATTEST:

By:_____
Assistant Secretary

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By:_____
Vice President

EXHIBIT "A"

Description of the Capital Improvement Program and the Area 2 2022 Project

PUBLIC IMPROVEMENTS CONSTITUTING ASSESSABLE IMPROVEMENTS WITHIN THE MEANING OF CHAPTER 190, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO:

THOSE DESCRIBED IN THE ENGINEER'S REPORT DATED [_____, 20__] PREPARED BY [_____] AS SUPPLEMENTED AND AMENDED FROM TIME TO TIME[, PARTICULARLY AS SUPPLEMENTED BY THE SUPPLEMENTAL ENGINEER'S REPORT, DATED _____, 20__].

EXHIBIT "B"

Form of the Area 2 Series 2022 Bonds

See Attached

No. 2022RA1-__ $_____

United States of America
State of Florida
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022A

Interest Rate	Maturity Date	Dated Date	CUSIP
____%	May 1, 20__	January ____ , 2022	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ MILLION _____ HUNDRED _____ THOUSAND AND NO/100 DOLLARS

THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS SERIES 2022A BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE INDENTURE, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS SERIES 2022A BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS SERIES 2022A BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS SERIES 2022A BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS SERIES 2022A BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, WITH RESPECT TO ANY SERIES 2022A BOND REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Series 2022A Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or if no

interest has been paid, from the Dated Date shown above, on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2022, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the Regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) and/or (b) of Section 10.02 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of this Bond. Any payment of principal, or Redemption Price or interest shall be made only in accordance with standard DTC practices. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30- day months.

This Bond is one of a duly authorized issue of bonds of the District designated "Special Assessment Revenue Bonds, Series 2022A" (the "Series 2022A Bonds") issuable under and governed by the terms of a Master Trust Indenture, dated as of January 1, 2022 (the "Master Indenture"), between the District and U.S. Bank National Association as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture, dated as of January 1, 2022 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the "Indenture"). The Series 2022A Bonds are issued in an aggregate principal amount together with the District Special Assessment Revenue Bonds, Series 2022B (the "Series 2022B Bonds, collectively with the Series 2022A Bonds the "Area 2 Series 2022 Bonds") of $[_____] for the purposes of (i) financing the Cost of acquiring, constructing and equipping the Area 2 2022 Project; (ii) paying certain costs associated with the issuance of the Area 2 Series 2022 Bonds; (iii) paying a portion of the interest to accrue on the Area 2 Series 2022 Bonds; and (iv) making a deposit into the 2022A Reserve Account and 2022B Reserve Account for the benefit of all of the Area 2 Series 2022 Bonds.

This Series 2022A Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of 2022A Bonds, the collection, receipt and disposition of revenues and the funds charged with and pledged to the payment of the principal, and Redemption Price of, and the interest on, the Series 2022A Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the Area 2 Series 2022 Pledged Revenues (as defined in the Indenture), the terms and conditions under which the Series 2022A Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture

and the rights of the Registered Owners and Beneficial Owners of the Series 2022A Bonds, and, by the acceptance of this Series 2022A Bond, the Registered Owner and Beneficial Owners hereof assents to all of the provisions of the Indenture. Terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture. The Area 2 Series 2022 Bonds are equally and ratably secured by the Area 2 Series 2022 Pledged Revenues, without preference or priority of one Area 2 Series 2022 Bond over another.

The Series 2022A Bonds are issuable only as registered bonds without coupons in current interest form in denominations of $5,000 or any integral multiple thereof (an "Authorized Denomination") provided that delivery of the Series 2022A Bonds to the initial purchases shall be in minimum denominations of $100,000 or integral multiples of $5,000 in excess thereof. This Series 2022A Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee as Bond Registrar (the "Bond Registrar"), upon surrender of this Series 2022A Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2022A Bond or Series 2022A Bonds, in the same aggregate principal amount and of the same maturity as the Series 2022A Bond or Series 2022A Bonds transferred, will be issued to the transferee. At the designated corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Series 2022A Bonds may be exchanged for an equal aggregate principal amount of Series 2022A Bonds of the same maturity and series, in Authorized Denominations and bearing interest at the same rate or rates.

The District has established a book-entry system of registration for the Area 2 Series 2022 Bonds. Except as specifically provided otherwise in the Indenture, an agent will hold this Series 2022A Bond on behalf of the Beneficial Owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the Beneficial Owner of this Series 2022A Bond shall be deemed to have agreed to such arrangement.

Optional Redemption

The Series 2022A Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date not later than May 1, 20[__], at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

Mandatory Redemption

The Series 2022A Bonds maturing May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

Year	Amortization Installment
*	

*Maturity

The Series 2022A Bonds maturing May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

Year	Amortization Installment
*	

*Maturity

The Series 2022A Bonds maturing May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

Year	Amortization Installment
*	

*Maturity

The Series 2022A Bonds maturing May 1, 20[__] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2022A Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

Year	Amortization Installment

*

*Maturity

Any Series 2022A Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2022A Bonds.

Upon redemption or purchase of a portion of the Series 2022A Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2022A Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022A Bonds.

Extraordinary Mandatory Redemption

The Series 2022A Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2022A Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2022A Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Completion Date of the Area 2 2022 Project by application of moneys transferred from the Area 2 Series 2022 Acquisition and Construction Account to the 2022A Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2022A Prepayment Account from the prepayment of Series 2022A Assessments and from amounts deposited into the 2022A Prepayment Account from other sources; or

(iii) When the amount on deposit in the 2022A Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2022A Bonds then Outstanding as provided in the Supplemental Indenture.

Moneys in the Area 2 Series 2022 Acquisition and Construction Account are to be applied first to the extraordinary mandatory redemption of Series 2022B Bonds until all Series 2022B Bonds have been retired and then to redeem Outstanding Series 2022A Bonds.

Except as otherwise provided in the Indenture, if less than all of the Area 2 Series 2022 Bonds of a maturity subject to redemption shall be called for redemption, the particular such Area 2 Series 2022 Bonds or portions of such Area 2 Series 2022 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Area 2 Series 2022 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Area 2 Series 2022 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Area 2 Series 2022 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Area 2 Series 2022 Bonds or such portions thereof on such date, interest on such Area 2 Series 2022 Bonds or such portions thereof so called for redemption shall cease to accrue, such Area 2 Series 2022 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Area 2 Series 2022 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

The Owner of this Series 2022A Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2022A Bond which remain unclaimed for three (3) years after the date when such Series 2022A Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Series 2022A Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Series 2022A Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2022A Bonds as to the Area 2 Series 2022 Pledged Revenues shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Series 2022A Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Series 2022A Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

NEITHER THIS SERIES 2022A BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS SERIES 2022A BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2022A BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2022A BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE AREA 2 SERIES 2022 PLEDGED REVENUES PLEDGED TO THIS SERIES 2022A BOND, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Series 2022A Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Series 2022A Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Preston Cove Community Development District has caused this Series 2022A Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary of its Board of Supervisors.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

(SEAL)

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
Secretary to Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Series 2022A Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION
as Registrar

By:_____
Authorized Signatory

_____
Date of Authentication:

CERTIFICATE OF VALIDATION

This Series 2022A Bond is one of a Series of Bonds which were validated by judgment of the Ninth Judicial Court in and for Osceola County, Florida, rendered on November 5, 2021.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chair, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2022A BONDS]

The following abbreviations, when used in the inscription on the face of the within Series 2022A Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenant by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian _____ under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used
though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Series 2022A Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Series 2022A Bond on the books of the District, with full power of substitution in the premises.

Date:_____

Social Security Number of Employer

Identification Number of Transferee:

Signature guaranteed:

_____

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Series 2022A Bond in every particular without alteration or any change whatever.

By:_____
Authorized Signatory

No. 2022RA2-1 $_____

United States of America
State of Florida
PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022B

Interest Rate	Maturity Date	Dated Date	CUSIP
_____%	May 1, 20__	January __, 2022	_____

Registered Owner: CEDE & CO.

Principal Amount: ____ MILLION ___ HUNDRED _____ THOUSAND AND NO/100 DOLLARS

THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS SERIES 2022B BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE INDENTURE, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS SERIES 2022B BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS SERIES 2022B BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS SERIES 2022B BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS SERIES 2022B BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, WITH RESPECT TO ANY SERIES 2022B BOND REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Series 2022B Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from

the most recent Interest Payment Date to which interest has been paid or provided for, or if no interest has been paid, from the Dated Date shown above, on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2022, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the Regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) and/or (b) of Section 10.02 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of this Bond. Any payment of principal, or Redemption Price or interest shall be made only in accordance with standard DTC practices. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of bonds of the District designated "Special Assessment Revenue Bonds, Series 2022B" (the "Series 2022B Bonds") issuable under and governed by the terms of a Master Trust Indenture, dated as of January 1, 2022 (the "Master Indenture"), between the District and U.S. Bank National Association as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture, dated as of January 1, 2022 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the "Indenture"). The Series 2022B Bonds are issued in an aggregate principal amount together with the District Special Assessment Revenue Bonds, Series 2022A (the Series 2022A Bonds, collectively with the Series 2022B Bonds the "Area 2 Series 2022 Bonds") of $[_____] for the purposes of (i) financing the Cost of acquiring, constructing and equipping the Area 2 2022 Project; (ii) paying certain costs associated with the issuance of the Area 2 Series 2022 Bonds; (iii) paying a portion of the interest to accrue on the Area 2 Series 2022 Bonds; and (iv) making a deposit into the 2022A Reserve Account and 2022B Reserve Account for the benefit of all of the Area 2 Series 2022 Bonds.

This Series 2022B Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of 2022B Bonds, the collection, receipt and disposition of revenues and the funds charged with and pledged to the payment of the principal, and Redemption Price of, and the interest on, the Series 2022B Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the Area 2 Series 2022 Pledged Revenues (as defined in the Indenture), the terms and conditions under which the Series 2022B Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture

and the rights of the Registered Owners and Beneficial Owners of the Series 2022B Bonds, and, by the acceptance of this Series 2022B Bond, the Registered Owner and Beneficial Owners hereof assents to all of the provisions of the Indenture. Terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture. The Area 2 Series 2022 Bonds are equally and ratably secured by the Area 2 Series 2022 Pledged Revenues, without preference or priority of one Area 2 Series 2022 Bond over another.

The Series 2022B Bonds are issuable only as registered bonds without coupons in current interest form in denominations of $5,000 or any integral multiple thereof (an "Authorized Denomination") provided that delivery of the Series 2022B Bonds to the initial purchases shall be minimum denominations of $100,000 or integral multiples of $5,000 in excess thereof. This Series 2022B Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee as Bond Registrar (the "Bond Registrar"), upon surrender of this Series 2022B Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2022B Bond or Series 2022B Bonds, in the same aggregate principal amount and of the same maturity as the Series 2022B Bond or Series 2022B Bonds transferred, will be issued to the transferee. At the designated corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Series 2022B Bonds may be exchanged for an equal aggregate principal amount of Series 2022B Bonds of the same maturity and series, in Authorized Denominations and bearing interest at the same rate or rates.

The District has established a book-entry system of registration for the Area 2 Series 2022 Bonds. Except as specifically provided otherwise in the Indenture, an agent will hold this Series 2022B Bond on behalf of the Beneficial Owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the Beneficial Owner of this Series 2022B Bond shall be deemed to have agreed to such arrangement.

Optional Redemption

The Series 2022B Bonds are not subject to redemption at the option of the District.

Mandatory Redemption

The Series 2022B Bonds are not subject to mandatory redemption from Amortization Installments.

Extraordinary Mandatory Redemption

The Series 2022B Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, and if in part by lot and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Completion Date of the Area 2 2022 Project by application of moneys transferred from the Area 2 Series 2022 Acquisition and Construction Account to the 2022B Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2022B Prepayment Account from the prepayment of Series 2022B Assessments and from amounts deposited into the 2022B Prepayment Subaccount from other sources; or

(iii) When the amount on deposit in the 2022B Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2022B Bonds then Outstanding as provided in the Supplemental Indenture.

Moneys in the Area 2 Series 2022 Acquisition and Construction Account are to be applied first to the extraordinary mandatory redemption of Series 2022B Bonds until all Series 2022B Bonds have been retired and then to redeem Outstanding Series 2022A Bonds.

Notice of each redemption of Area 2 Series 2022 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Area 2 Series 2022 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Area 2 Series 2022 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Area 2 Series 2022 Bonds or such portions thereof on such date, interest on such Area 2 Series 2022 Bonds or such portions thereof so called for redemption shall cease to accrue, such Area 2 Series 2022 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Area 2 Series 2022 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

The Owner of this Series 2022B Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2022B Bond which remain unclaimed for three (3) years after the date when such Series 2022B Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Series 2022B Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Series 2022B Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2022B Bonds as to the Area 2 Series 2022 Pledged Revenues shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Series 2022B Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Series 2022B Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

NEITHER THIS SERIES 2022B BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS SERIES 2022B BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2022B BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2022B BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE AREA 2 SERIES 2022 PLEDGED REVENUES PLEDGED TO THIS SERIES 2022B BOND, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Series 2022B Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Series 2022B Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Preston Cove Community Development District has caused this Series 2022B Bond to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary of its Board of Supervisors.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

(SEAL)

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
Secretary to Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Series 2022B Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION
as Registrar

By:_____
Authorized Signatory

_____
Date of Authentication:

CERTIFICATE OF VALIDATION

This Series 2022B Bond is one of a Series of Bonds which were validated by judgment of the Ninth Judicial Circuit Court in and for Osceola County, Florida, rendered on November 5, 2021.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chair, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2022B BONDS]

The following abbreviations, when used in the inscription on the face of the within Series 2022B Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenant by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian _____ under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used
though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Series 2022B Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Series 2022B Bond on the books of the District, with full power of substitution in the premises.

Date:_____

Social Security Number of Employer

Identification Number of Transferee:

Signature guaranteed:

_____

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Series 2022B Bond in every particular without alteration or any change whatever.

By:_____
Authorized Signatory

EXHIBIT C

AREA 2 SERIES 2022 ACQUISITION AND CONSTRUCTION REQUISITION

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021

The undersigned, a Responsible Officer of the Preston Cove Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of January 1, 2022, as supplemented by that certain Second Supplemental Trust Indenture dated as of January 1, 2022 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(1) Requisition Number:

(2) Name of Payee pursuant to Acquisition Agreement:

(3) Amount Payable:

(4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(5) Fund or Account and subaccount, if any, from which disbursement to be made:

(6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. ☐ obligations in the stated amount set forth above have been incurred by the District,

or

☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

[_____],
CONSULTING ENGINEER

_____
Title: _____

SECTION VII

AGREEMENT BETWEEN THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT AND HANSON, WALTER & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2021, by and between:

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida, and with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 ("District"); and

HANSON, WALTER & ASSOCIATES, INC., with a mailing address of 8 Broadway, Suite 104, Kissimmee, Florida 34741 ("Engineer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the "Act"), as amended; and;

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a statement of qualification to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform professional engineering and consulting services, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

Article 2. Scope of Services

A. The Engineer will provide general engineering services, including:

1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
2. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
3. Any other items requested by the Board of Supervisors.

B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:

1. Periodic visits to the site, or full time construction management of District projects, as directed by the District.
2. Processing of contractor's pay estimates.
3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
4. Final inspection and requested certificates for construction including the final certificate of construction.
5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
6. Any other activity related to construction as authorized by the Board.

C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 3. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

Article 4. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Schedule A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

Article 5. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 6. Term of Contract. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to Article 22.

Article 7. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 8. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida's public records law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 9. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 10. Accounting Records. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 11. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District. Engineer shall not have authority to hire persons as employees of the District.

Article 12. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to

Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 13. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 14. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	$1,000,000/$2,000,000
Property Damage (including Contractual)	$1,000,000/$2,000,000
Automobile Liability Bodily Injury / Property Damage	Combined Single Limit $500,000
Professional Liability for Errors and Omissions	$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Workers' Compensation and Professional Liability for Errors and Omissions). The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice of cancellation to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

Article 15. Contingent Fee. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 16. Audit. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 17. Indemnification. Engineer shall indemnify and hold harmless the District, and the District's officers, employees and staff, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers, employees, and staff to the extent caused by negligent, reckless, or intentionally wrongful acts or omissions by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes,* or any other statute or law.

Article 18. Compliance with Public Records Laws. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 407-841-5524,

GFLINT@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

Article 19. Employment Verification. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 20. Controlling Law; Jurisdiction and Venue. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Osceola County, Florida.

Article 21. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

Article 22. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 23. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A.	**If to the District:**	Preston Cove Community Development District c/o Governmental Management Services – Central Florida, LLC 219 East Livingston Street Orlando, Florida 32801 Attn: District Manager
	With a copy to:	Latham, Luna, Eden & Beaudine 201 S. Orange Ave, Suite 1400 Orlando, Florida 32801 Attn: District Counsel
B.	**If to Engineer:**	Hanson, Walter & Associates, Inc.

8 Broadway, Suite 104
Kissimmee, Florida 34741
Attn: Shawn Hindle

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Article 24. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 25. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the standard of care ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

Article 26. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

Article 27. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Article 28. PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

[*Remainder of this page left intentionally blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

WITNESS:

HANSON, WALTER & ASSOCIATES, INC.

_____
Witness

_____
By: Shawn Hindle
Its: _____

Schedule A – Rate Schedule

Schedule "A"

Schedule of Rates

_____, 2021

Preston Cove Community Development District
Osceola County, Florida

Subject: **Work Authorization Number ___**
Preston Cove Community Development District

Dear Chairman, Board of Supervisors:

Hanson, Walter & Associates, Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for the Preston Cove Community Development District ("**District**"). We will provide these services pursuant to our current agreement dated _____, 2021 ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Perform all services related to administration of the District construction projects in an efficient, lawful and satisfactory manner.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Preston Cove Community Development District

Sincerely,

_____
By: _____
Its: _____
Hanson, Walter & Associates, Inc.

SECTION VIII

KATRINA SCARBOROUGH, CFA, CCF, MCF
OSCEOLA COUNTY PROPERTY APPRAISER

Preston Cove CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Preston Cove CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in FS 119.071.

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2022** and shall run until **December 31, 2022**, the date if signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER	**Preston Cove CDD**
Signature:_____	Signature:_____
Print: Katrina S. Scarborough	Print:_____
Date:_____	Title:_____
	Date:_____

Please returned signed original copy, no later than January 31, 2022

2505 E IRLO BRONSON MEMORIAL HWY, KISSIMMEE, FL 34744 (407) 742-5000
INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

SECTION IX

AGREEMENT

THIS AGREEMENT is made and entered into this 2nd day of December 2021, by and between The Preston Cove Community Development District (CDD), and **Katrina S. Scarborough, Osceola County Property Appraiser** (Property Appraiser), who understand and agree as follows:

WITNESSETH

Whereas, The Preston Cove CDD has declared its intent to use the uniform method of collecting non-ad valorem assessment as authorized by section 197.3631, Florida Statutes (2015), pursuant to the method provided for in sections 197.3632 and 197.3635, Florida Statutes (2015).

Whereas, section 197.3632(2), Florida Statutes (2015), requires that a written agreement be entered into between The Preston Cove CDD and Property Appraiser providing for reimbursement by The Preston Cove CDD of the necessary administrative costs incurred by the Property Appraiser under section 197.3632.

Now Therefore the parties agree that:

1. The Property Appraiser shall perform those services specified in section 197.3632, to be performed by a property appraiser for the benefit of The Preston Cove CDD. In performing those services, the Property Appraiser may obtain the assistance of Osceola County.

2. The Preston Cove CDD shall reimburse the Property Appraiser for all necessary administrative costs incurred providing such services, including any administrative costs incurred by Osceola County at the request of the Property Appraiser as set forth in section 197.3632(2).

3. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming as prescribed in section 197.3632(2). The Preston Cove CDD also agrees to hold the Property Appraiser

harmless for any and all costs, court costs, and attorney's fees resulting from or arising from any and all challenges, both administrative and judicial, which the Property Appraiser may be required to defend involving the imposition and/or levy of non-ad valorem assessment. All such administrative costs and additional costs, court costs, and attorney's fees incurred by the Property Appraiser in both administrative and judicial challenges shall be paid to the Property Appraiser within fifteen (15) days of the presentment of a statement or invoice setting forth the amount due and the reason therefore.

4. This Agreement is the minimum necessary to implement the law and will be amended as necessary from time to time to clarify or supplement the provisions hereof.

5. The parties hereto agree that the Property Appraiser, by executing this Agreement and agreeing to assist The Preston Cove CDD in the collection of non-ad valorem assessments, does not warrant either the legal efficacy or validity of any levies made by the Preston Cove CDD as non-ad valorem assessments, or the correctness of the amount of the levy or charge imposed against the parcels of property to be subject to the levy, or any individual parcel subject to said levy.

6. The parties agree that any errors made in the amount of the levy or imposition or any other errors of omission or commission regardless of the nature or cause of same, shall be processed and corrected exclusively and solely by The Preston Cove CDD and that the Property Appraiser shall not be responsible for same. The parties further agree that all requests or claims made by any affected property owner for correction shall be processed exclusively by The Preston Cove CDD and shall be filed with The Preston Cove CDD, or its designee, provided that its designee shall not be the Property Appraiser.

7. The term of this Agreement shall commence with the 2016 non-ad valorem assessment rolls of The Preston Cove CDD and shall continue and extend uninterrupted from year to year from the effective date as indicated below unless a notice of discontinuance shall be issued by any party. A notice of discontinuance shall be in writing and shall be delivered not less than ninety (90) days in advance of the commencement of the next fiscal year of The Preston Cove CDD save and except during those years when The Preston Cove CDD in timely fashion notifies the Tax Collector and the Property Appraiser that it needs to collect and enforce the assessment pursuant to other provisions of law.

8. The parties to this Agreement agree to consult and cooperate as necessary and practical for the efficient and timely listing, preparation, submissions, certification, collection and enforcement against delinquencies of The Preston Cove CDD non-ad valorem or special assessment rolls and levies, including provision by The Preston Cove CDD to the other parties of any staff assistance reasonably necessary and required to effect the purposes of this Agreement.

9. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or discontinued, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alter substantially the benefits of the Agreement for either of the parties or renders the statutory and regulatory obligations unperformable.

11. This Agreement shall be governed by the laws of the State of Florida.

12. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

a. The Preston Cove CDD: _____

_____

b. Property Appraiser: 2505 E. Irlo Bronson Memorial Highway
Kissimmee, Florida 34744-4909

In Witness Where of the parties have hereunto set their hand and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

By: _____

As authorized for execution by the
_____ of The Preston Cove CDD
at its _____ regular meeting

WITNESSES:

_____

_____

The Preston Cove CDD

By: _____

OSCEOLA COUNTY PROPERTY APPRAISER:

_____
Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

SECTION X

SECTION A

SECTION 1

LATHAM, LUNA,
EDEN & BEAUDINE, LLP
Celebrating 25 Years
ATTORNEYS AT LAW

MEMORANDUM

To: District Manager, District Engineer

From: District Counsel – Jan A. Carpenter, Esq.
Kristen E. Trucco, Esq.

Date: October 2021

Subject: New Statutory Requirement
Wastewater Services and Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

A new law went into effect on July 1, 2021, which impacts most community development districts (and other governments) in the state. The law is the result of the legislature's determination that there is a need for long-term planning for the state's wastewater and stormwater systems. The law requires governments that either own or operate stormwater management systems and/or wastewater systems to create a 20-year "needs analysis" of such system(s). The requirements relating to wastewater systems are found in Section 4 of Chapter 2021-194, Laws of Florida, which creates a new statutory Section 403.9301, *Florida Statutes*, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, which creates a new statutory Section 403.9302, *Florida Statutes* (the law is attached for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

Summary of the Law

The new law establishes a requirement that each special district prepare a rather detailed 20-year needs analysis, for its wastewater and stormwater systems. The Office of Economic and Demographic Research ("OEDR") is expected to promulgate additional details about the requirements of the needs analysis. A basic template for the report has been provided by OEDR, but instructions for completing the template are not yet available.

For wastewater services, the needs analysis for a special district must include:

a) A detailed description of the facilities used to provide wastewater services.

b) The number of current and projected connections and residents served calculated in 5-year increments.

c) The current and projected service area for wastewater services.

d) The current and projected cost of providing wastewater services calculated in 5-year increments.

e) The estimated remaining useful life of each facility or its major components.

f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

b) The number of current and projected residents served calculated in 5-year increments.

c) The current and projected service area for the stormwater management program or stormwater management system.

d) The current and projected cost of providing services calculated in 5-year increments.

e) The estimated remaining useful life of each facility or its major components.

f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

Timing for Reports

For both wastewater and stormwater systems, the first needs analysis must be developed by **June 30, 2022,** with a new or updated analysis due every five (5) years thereafter. The needs analysis, along with

the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the wastewater service area or stormwater system is located. The county then compiles all the reports and submits a compiled document to the OEDR by July 31, 2022.

Recommendation

The District Engineer and District Manager should review the new statutes and the OEDR Stormwater Template (and the accompanying Stormwater Template Overview) to evaluate the data that will need to be collected about the system(s).

By the next CDD meeting (or no later than a January meeting), the District Engineer should submit a proposal to the Board of Supervisors for creating the needs analysis report. The District Manager may also need to submit a cost proposal to assist the District Engineer with the required financing and budgeting data. The District Engineer should alert the Board of Supervisors if outside consulting work will be necessary. The deadline for the District's submission is only 8 months away, so this process needs to be started fairly quickly. The District Engineer and District Manager may have questions for the Board along the way due to funding and replacement reserve issues. There is no allowance for late reporting, so it is important not to miss the June 30, 2022 filing deadline.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term "public works project"; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For <u>any</u> ~~a~~ competitive solicitation for construction services <u>paid for with any</u> ~~in which 50 percent or more of the cost will be paid from~~ state-appropriated funds ~~which have been appropriated at the time of the competitive solicitation~~, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation <u>to prevent a certified, licensed, or registered contractor,</u>

subcontractor, or material supplier or carrier, from participating in the bidding process ~~that provides a preference~~ based upon:

(a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;

(b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or

(c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) "Public works project" means an activity exceeding $1 million in value that is ~~of which 50 percent or more of the cost will be~~ paid for with any ~~from~~ state-appropriated funds ~~that were appropriated at the time of the competitive solicitation~~ and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)~~(a)~~ Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works ~~such~~ project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;

2. Provide employees a specified type, amount, or rate of employee benefits;

3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

(c)~~(b)~~ ~~The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that ~~who~~ is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Domestic wastewater" has the same meaning as provided in s. 367.021.

(b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) "Treatment works" has the same meaning as provided in s. 403.031(11).

(d) "Wastewater services" means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Facility" means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) "Stormwater management program" has the same meaning as provided in s. 403.031(15).

(c) "Stormwater management system" has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

SECTION C

SECTION 1

Preston Cove

Community Development District

Unaudited Financial Reporting

October 31, 2021

GMS

Table of Contents

1 Balance Sheet

2 General Fund

3 Capital Projects Fund

4 Month to Month

Preston Cove

Community Development District

Combined Balance Sheet

October 31, 2021

	General Fund	*Capital Projects Fund*	*Totals Governmental Funds*
Assets:			
Cash:			
Operating Account	$ 11,509	$ -	$ 11,509
Due from Developer	$ 9,913	$ 32,880	$ 42,793
Total Assets	**$ 21,421**	**$ 32,880**	**$ 54,301**
Liabilities:			
Accounts Payable	$ 10,676	$ 32,880	$ 43,556
Total Liabilites	**$ 10,676**	**$ 32,880**	**$ 43,556**
Fund Balance:			
Restricted For:			
Capital Projects	$ -	$ -	$ -
Unassigned	$ 10,746	$ -	$ 10,746
Total Fund Balances	**$ 10,746**	**$ -**	**$ 10,746**
Total Liabilities & Fund Balance	$ 21,421	$ 32,880	$ 54,301

Preston Cove

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2021

	Adopted Budget	Prorated Budget Thru 10/31/21	Actual Thru 10/31/21	Variance
Revenues:				
Developer Contributions	$ 131,810	$ 1,905	$ 1,905	$ -
Total Revenues	**$ 131,810**	**$ 1,905**	**$ 1,905**	**$ -**
Expenditures:				
General & Administrative:				
Supervisor Fees	$ 12,000	$ 1,000	$ -	$ 1,000
Engineering	$ 15,000	$ 1,250	$ -	$ 1,250
Attorney	$ 25,000	$ 2,083	$ -	$ 2,083
Annual Audit	$ 4,000	$ -	$ -	$ -
Assessment Administration	$ 5,000	$ -	$ -	$ -
Arbitrage	$ 450	$ -	$ -	$ -
Dissemination	$ 5,000	$ 417	$ -	$ 417
Trustee Fees	$ 3,600	$ -	$ -	$ -
Management Fees	$ 35,000	$ 2,917	$ 1,458	$ 1,458
Information Technology	$ 1,800	$ 150	$ 63	$ 88
Website Maintenance	$ 1,200	$ 100	$ 63	$ 38
Telephone	$ 300	$ 25	$ -	$ 25
Postage & Delivery	$ 1,000	$ 83	$ 11	$ 72
Insurance	$ 5,000	$ 5,000	$ 5,000	$ -
Printing & Binding	$ 1,000	$ 83	$ 220	$ (136)
Legal Advertising	$ 10,000	$ 833	$ 648	$ 185
Other Current Charges	$ 5,000	$ 417	$ -	$ 417
Office Supplies	$ 625	$ 52	$ 30	$ 22
Travel Per Diem	$ 660	$ 55	$ -	$ 55
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total General & Administrative:	**$ 131,810**	**$ 14,640**	**$ 7,668**	**$ 6,973**
Total Expenditures	**$ 131,810**	**$ 14,640**	**$ 7,668**	**$ 6,973**
Excess Revenues (Expenditures)	$ -		$ (5,763)	
Fund Balance - Beginning	$ -		$ 16,509	
Fund Balance - Ending	$ -		$ 10,746	

Preston Cove

Comm unity Developm ent District

Capital Projec ts Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2021

	Adopted Budget	Prorated Budget Thru 10/31/21	Actual Thru 10/31/21	Variance
Revenues:				
Developer Advance	$ -	$ -	$ 32,880	$ 32,880
Total Revenues	**$ -**	**$ -**	**$ 32,880**	**$ 32,880**
Expenditures:				
Capital Outlay	$ -	$ -	$ 32,880	$ (32,880)
Total Expenditures	**$ -**	**$ -**	**$ 32,880**	**$ (32,880)**
Exces sRevenues (Expenditures)	$ -		$ -	
Fund Balance - Beginning	$ -		$ -	
Fund Balance - Ending	$ -		$ -	

Preston Cove

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments-Tax Roll	$ 1,905	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,905
Total Revenues	$ 1,905	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,905
Expenditures:													
General & Administrative:													
Supervisor Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Attorney	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Assessment Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dissemination	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Trustee Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Management Fees	$ 1,458	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,458
Information Technology	$ 63	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 63
Website Maintenance	$ 63	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 63
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage & Delivery	$ 11	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11
Insurance	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
Printing & Binding	$ 220	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 220
Legal Advertising	$ 648	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 648
Other Current Charges	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ 30	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30
Travel Per Diem	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total General & Administrative:	$ 7,668	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,668
Total Expenditures	$ 7,668	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,668
Excess Revenues (Expenditures)	$ (5,763)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (5,763)

SECTION 2

Preston Cove

Community Development District

FY 22 Funding Request #2
October 26, 2021

	PAYEE	CAPITAL REIMBURSEMENT	GENERAL FUND
1	**Latham, Luna, Eden & Beaudine, LLP**		
	Invoice # 99222 - General Counsel for Aug 2021		$ 2,631.00
	Invoice # 99682 - General Counsel for Sept 2021		$ 2,925.41
2	**Egis Insurance & Risk Advisors**		
	Invoice # 14636 - Insurance Policy for 8/26/21-10/1/21		$ 493.00
3	**Hanson Walter & Associates Inc**		
	Invoice # 5280106 - Engineer Consulting Services for August 2021		$ 300.00
4	**Florida Department of Economic Opportunity**		
	Invoice #83780 - Annual Special District Fee FY21		$ 75.00
	Invoice #85598 - Annual Special District Fee FY22		$ 175.00
5	**Governmental Management Services**		
	Invoice # 1 - Management Fees Sept 2021		$ 1,583.33
	Invoice # 2 - Management Fees Oct 2022		$ 1,729.85
		$ -	$ 9,912.59
	TOTAL		$ 9,912.59

Please make check payable to:

Preston Cove CDD
6200 Lee Vista Blvd Suite 300
Orlando FL 32822

LATHAM, LUNA, EDEN & BEAUDINE, LLP

ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801

September 16, 2021

PRESTON COVE CDD
c/o GMS, LLC
219 East Livingston Street
Orlando, FL 32801

RECEIVED

I N V O I C E

Matter ID: 7772-001
GENERAL

Invoice #: 99222
Federal ID #: 59-3366512

For Professional Services Rendered:

08/12/2021	JAC	Telephone call with Owais Khanani and Dan Eshleman; TEAMS meeting with Osceola County Commissioner and staff; begin work on organizational meeting agenda; correspondence with Osceola County re: publication affidavits and preparation for BOCC.	2.20 hr	$869.00
08/24/2021	KET	Receipt and review of establishment Ordinance from Osceola County. Receipt and review of revised Engineer's Report.	0.30 hr	85.50
08/25/2021	KET	Prepared Notice of Establishment and review of Ordinance for recording purposes. Review of revised Master Assessment Methodology and Engineer's Report.	0.20 hr	57.00
08/26/2021	JAC	Prepare for meeting; travel to and participate in Organizational Meeting of new CDD.	3.70 hr	1,461.50
08/27/2021	JAC	Emails with Osceola County re: approval and execution of Interlocal Agreement.	0.20 hr	79.00
08/30/2021	JAC	Prepare follow-up list from August 26 Organizational meeting.	0.20 hr	79.00
		Total Professional Services:		$2,631.00

INVOICE SUMMARY

For Professional Services:	6.80 Hours	$2,631.00
Total Due:		**$2,631.00**

Billed Through: August 31, 2021

LATHAM, LUNA, EDEN & BEAUDINE, LLP

ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801

October 21, 2021

PRESTON COVE CDD
c/o GMS, LLC
219 East Livingston Street
Orlando, FL 32801

RECEIVED
OCT 25 2021

I N V O I C E

Matter ID: 7772-001
GENERAL

Invoice #: 99682
Federal ID #: 59-3366512

For Professional Services Rendered:

09/08/2021	JAC	Prepared Resolution 2021-18 for Lien of Assessments for September 30 meeting.	0.80 hr	$316.00
09/15/2021	KET	Receipt of email correspondence from developer regarding entitlement Certificate.	0.10 hr	28.50
09/16/2021	KET	Revised Interlocal Agreement per request of Osceola County's Attorney. Email correspondence with Osceola County's Attorney regarding same. Review of email correspondence regarding assignment of contracts and direct purchasing of materials.	0.70 hr	199.50
09/20/2021	JAC	Emails; drafted Partial Release of Contract and related documents to begin procurement process.	1.60 hr	632.00
09/20/2021	KET	Attended Osceola County Board of County Commissioners' meeting regarding hearing on Interlocal Agreement.	0.90 hr	256.50
09/23/2021	JAC	Email from DEO; contacted District Manager re: response.	0.20 hr	79.00
09/27/2021	JAC	Emails re: assignment of contract; meeting preparation.	0.20 hr	79.00
09/30/2021	JAC	Travel to and participate in Board of Supervisors' meeting; meeting with Developer; prepare meeting follow-up list; updated P.O. docs and sent to Elevation.	3.10 hr	1,224.50
		Total Professional Services:		$2,815.00

For Disbursements Incurred:

09/08/2021	Check # 1541 JAN CARPENTER; Disbursement for Travel to Hanson, Walter & Associates, Inc. Organizational Meeting for Preston Cove CDD on August 26, 2021	$28.68
09/08/2021	Check # 1554 SIMPLIFILE; Disbursement for E-recordng of: Ordinance of Establishment in Osceola County, FL on AUgust 25, 2021	7.50
09/08/2021	Check # 1554 SIMPLIFILE; Disbursement for E-recording of: Notice of Establishment in Osceola County, FL on August 27, 2021	60.00
09/28/2021	Check # 1599 KRISTEN E TRUCCO; Disbursement for Travel to Osceola County BOCC on September 20, 2021	14.23
	Total Disbursements Incurred:	$110.41

October 21, 2021

Matter ID: 7772-001

Invoice #: 99682
Federal ID #:59-3366512

INVOICE SUMMARY

For Professional Services:	7.60 Hours	$2,815.00
For Disbursements Incurred:		110.41
New Charges this Invoice:		$2,925.41
Outstanding Previous Balance Due:		$2,631.00
Plus New Charges this Invoice:		2,925.41
Total Due:		**$5,556.41**

Billed Through: September 30, 2021

egis Insurance & Risk Advisors

INVOICE

Customer	Preston Cove Community Development District
Acct #	1120
Date	09/20/2021
Customer Service	Kristina Rudez
Page	1 of 1

Payment Information	
Invoice Summary	$ 493.00
Payment Amount	
Payment for:	Invoice#14636
100120833	

Thank You

Preston Cove Community Development District
c/o Government Management Services, LLC
219 E Livingston St
Orlando, FL 32801

Please detach and return with payment

Customer: Preston Cove Community Development District

Invoice	Effective	Transaction	Description	Amount
14636	08/26/2021	New business	Policy #100120833 08/26/2021-10/01/2021 Florida Insurance Alliance POL,EPLI,EBL,Herb & Pest - New business Due Date: 9/20/2021	493.00

RECEIVED
SEP 20 2021

Total
$ 493.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC
Lockbox 234021 PO Box 84021
Chicago, IL 60689-4002

(321)233-9939
sclimer@egisadvisors.com

Date
09/20/2021

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5271-05
5280106

INVOICE

GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, LLC 219 E. LIVINGSTON STREET ORLANDO, FLORIDA 32801	CLIENT ID: INVOICE #: INVOICE DATE: DUE DATE: BILLED THROUGH:	6880 5280106 9/15/2021 9/25/2021 8/31/2021

PRESTON COVE CDD
JOB ID: 5271-05
PO:

PERIOD: August 2021
For Professional Civil Engineering Services Rendered Through August 31, 2021

RECEIVED

	Total Billed To Date	Amount Previously Billed	Amount This Billing
TIME & MATERIALS			
CIVIL EGINEERING CONSULTING SERVICES	300.00	0.00	300.00
REIMBURSABLES	0.00	0.00	0.00
	300.00	0.00	300.00

EMPLOYEE DETAIL	Hours	Rate	Amount
CIVIL EGINEERING CONSULTING SERVICES			
Senior Project Manager	2.00	150.00	300.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $300.00

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2020/2021 Special District Fee Invoice and Update Form
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 83780			**Date Invoiced: 09/23/2021**
Annual Fee: $75.00	**Late Fee: $0.00**	**Received: $0.00**	**Total Due, Postmarked by 11/22/2021: $75.00**

STEP 1: Review the following information, make changes directly on the form, and sign and date:

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

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Preston Cove Community Development District
Ms. Jan A. Carpenter
Latham, Luna, Eden and Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, FL 32801

2. Telephone:	(407) 481-5800
3. Fax:	(407) 481-5801
4. Email:	jcarpenter@lathamluna.com
5. Status:	Independent
6. Governing Body:	Elected
7. Website Address:	Not on file - please provide.
8. County(ies):	Osceola
9. Function(s):	Community Development
10. Boundary Map on File:	09/22/2021
11. Creation Document on File:	09/22/2021
12. Date Established:	08/19/2021
13. Creation Method:	Local Ordinance
14. Local Governing Authority:	Osceola County
15. Creation Document(s):	County Ordinance 2021-54
16. Statutory Authority:	Chapter 190, Florida Statutes
17. Authority to Issue Bonds:	Yes
18. Revenue Source(s):	Assessments
19. Most Recent Update:	09/23/2021

RECEIVED

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: _____ Date 9/25/21

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

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

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

1.____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.

2.____ This special district is in compliance with the reporting requirements of the Department of Financial Services.

3.____ This special district reported $3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2019/2020 Annual Financial Report (if created since then, attach an income statement verifying $3,000 or less in revenues).

Department Use Only: Approved:____ Denied: ____ Reason:_____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Florida Department of Economic Opportunity, Special District Accountability Program

FY 2021/2022 Special District Fee Invoice and Update Form

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

Invoice No.: 85598			**Date Invoiced: 10/01/20**
Annual Fee: $175.00	**Late Fee: $0.00**	**Received: $0.00**	**Total Due, Postmarked by 12/02/2021: $175.**

STEP 1: Review the following information, make changes directly on the form, and sign and date:

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

DEO FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Preston Cove Community Development District
Ms. Jan A. Carpenter
Latham, Luna, Eden and Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, FL 32801

RECEIVED

2. Telephone:	(407) 481-5800
3. Fax:	(407) 481-5801
4. Email:	jcarpenter@lathamluna.com
5. Status:	Independent
6. Governing Body:	Elected
7. Website Address:	Not on file - please provide.
8. County(ies):	Osceola
9. Function(s):	Community Development
10. Boundary Map on File:	09/22/2021
11. Creation Document on File:	09/22/2021
12. Date Established:	08/19/2021
13. Creation Method:	Local Ordinance
14. Local Governing Authority:	Osceola County
15. Creation Document(s):	County Ordinance 2021-54
16. Statutory Authority:	Chapter 190, Florida Statutes
17. Authority to Issue Bonds:	Yes
18. Revenue Source(s):	Assessments
19. Most Recent Update:	09/23/2021

RECEIVED

BY: _____

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: _____ Date 10/5/21

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

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

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

1.____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.

2.____ This special district is in compliance with the reporting requirements of the Department of Financial Services.

3.____ This special district reported $3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2019/2020 Annual Financial Report (if created since then, attach an income statement verifying $3,000 or less in revenues).

Department Use Only: Approved:____ Denied: ____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 1
Invoice Date: 9/1/21
Due Date: 9/1/21
Case:
P.O. Number:

Bill To:
Preston Cove CDD

Description	Hours/Qty	Rate	Amount
Management Fees - September 2021		1,458.33	1,458.33
Website Administration - September 2021		125.00	125.00

Total	$1,583.33
Payments/Credits	$0.00
Balance Due	$1,583.33

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 2
Invoice Date: 10/1/21
Due Date: 10/1/21
Case:
P.O. Number:

Bill To:
Preston Cove CDD

Description	Hours/Qty	Rate	Amount
Management Fees - October 2021		1,458.33	1,458.33
Website Administration - October 2021		5.21	5.21
Information Technology - October 2021		5.21	5.21
Office Supplies		30.21	30.21
Postage		11.14	11.14
Copies		219.75	219.75

RECEIVED

Total	$1,729.85
Payments/Credits	$0.00
Balance Due	$1,729.85

Preston Cove

Community Development District

Funding Request #3
November 15, 2021

	PAYEE		GENERAL FUND
1	**Governmental Management Services**		
	Invoice # 3 - Management Fees for November 2021	$	1,730.91
2	**Osceola News Gazette**		
	Invoice # 332097 - 107 & 10/14 Legal Ads	$	134.68
	Invoice # 333113 - 9/30, 10/7, 10/14 & 10/21 - Legal Ads	$	324.68
	Invoice # 332096 - 10/7 & 10/14 - Legal Ads	$	188.98
	Total	**$**	**2,379.25**

Please make check payable to:

Preston Cove CDD
6200 Lee Vista Blvd Suite 300
Orlando FL 32822

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 3
Invoice Date: 11/1/21
Due Date: 11/1/21
Case:
P.O. Number:

Bill To:
Preston Cove CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - November 2021		1,458.33	1,458.33
Website Administration - November 2021		62.50	62.50
Information Technology - November 2021		62.50	62.50
Office Supplies		15.00	15.00
Copies		89.25	89.25
Staples		43.33	43.33

RECEIVED
NOV 15 2021

Total	**$1,730.91**
Payments/Credits	**$0.00**
Balance Due	**$1,730.91**

1-2
310 513 48

OSCEOLA NEWS-GAZETTE

INVOICE

Advertiser Account Number	Billing Date	Total Amount Due	Invoice Number
60549	10/14/2021	$134.68	332097

Billing Period	Terms of Payment	Client PO#	Page#
10/01/21-10/31/21	Net 30		1

Sales Rep	Advertiser Name
OH	GOV.MGT.SVCS/PRESTON COVE CDD

GOV.MGT.SVCS/PRESTON COVE CDD
LAUREN VANDERVEER
219 E LIVINGSTON ST
ORLANDO FL 32801-1508

DATE	REFERENCE#	DESCRIPTION	AMOUNT
10/07/21	35228	ONL Affidavit Fee	$5.00
10/07/21	35228	ONL NOTICE OF PUBLIC HEARING FISCAL YEAR PRESTON COVE CDD	$64.84
10/14/21	35228	ONL NOTICE OF PUBLIC HEARING FISCAL YEAR PRESTON COVE CDD	$64.84

RECEIVED

RECEIVED
OCT 25 2021
BY:_____

AMOUNT DUE
$134.68

IMPORTANT - Please detach and return this portion to ensure proper credit.

PAYMENT TERMS: NET 30

If you have questions concerning your invoice, please call your sales rep or call our business office at (407) 846-7600

CUSTOMER NAME		
GOV.MGT.SVCS/PRESTON COVE CDD		
ACCOUNT	BILLING DATE	INVOICE#
60549	10/14/2021	332097
AMOUNT DUE	AMOUNT ENCLOSED	
$134.68		

REMITTANCE ADDRESS

Osceola News Gazette
22 W. Monument Ave., Suite 5
Kissimmee, FL 34741

PAYMENT

CHECK ENCLOSED ☐ Please make check payable to: Osceola News Gazette
Be sure to include your account number on your check. Please do not staple or paperclip payment to remittance stub.

CHARGE MY CREDIT CARD
MASTERCARD ☐ VISA ☐ DISCOVER ☐ AMEX ☐
Please include credit card number, expiration date, security code and signature.

Exp. _____/_____ CSC _____

Signature _____

PROOF OF PUBLICATION
From

OSCEOLA
NEWS-GAZETTE

STATE OF FLORIDA
COUNTY OF OSCEOLA

Before me, the undersigned authority, personally appeared Pamela Bikowicz, who on oath says that she is the Business Manager of the Osceola News-Gazette a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

October 07, 2021, October 14, 2021.

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, each week and has been entered as periodicals postage matter at the post office in Kissimmee, in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me by Pamela Bikowicz, who is personally known to me, this October 14, 2021

GARY P. LUGO
MY COMMISSION # HH 018514
EXPIRES: October 23, 2024
Bonded Thru Notary Public Underwriters

In THE MATTER OF:
NOTICE OF PUBLIC HEARING FISCAL YEAR 2021-2022
PRESTON COVE CDD

FIRST PUBLICATION: October 07, 2021
LAST PUBLICATION: October 14, 2021

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION OF
THE FISCAL YEAR 2021/2022 BUDGET;
NOTICE OF REGULAR
BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Preston Cove Community Development District ("District") will hold a public hearing on October 28, 2021 at 9:00 a.m. at the Offices of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741 for the purpose of hearing comments and objections on the adoption of the budget of the District for the fiscal year beginning October 1, 2021 through September 30, 2022 ("Fiscal Year 2021/2022"). 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, Governmental Management Services - Central Florida, 219 E. Livingston Street, Orlando, Florida 32801, (407) 841-5524 ("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 at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

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

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

George Flint
District Manager

October 7, 14, 2021

Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Suite 5
Kissimmee, FL 34741
Phone: (407) 846-7660 Fax: (321) 402-2946
Email: legalads@osceolanewsgazette.com
You can also view your Legal Advertising on
www.AroundOsceola.com or
www.FloridaPublicNotices.com
Ad#35228

OSCEOLA NEWS-GAZETTE

1-2
310513 48

INVOICE

Advertiser Account Number	Billing Date	Total Amount Due	Invoice Number
60549	10/21/2021	$324.68	333113

Billing Period	Terms of Payment	Client PO#	Page#
10/01/21-10/31/21	Net 30		1

Sales Rep	Advertiser Name
OH	GOV.MGT.SVCS/PRESTON COVE CDD

GOV.MGT.SVCS/PRESTON COVE CDD
LAUREN VANDERVEER
219 E LIVINGSTON ST
ORLANDO FL 32801-1508

DATE	REFERENCE#	DESCRIPTION	AMOUNT
09/30/21	35113	ONL Affidavit Fee	$5.00
09/30/21	35113	ONL NOTICE OF THE DISTRICT'S INTENT/UNIFORM PRESTON COVE CDD	$79.92
10/07/21	35113	ONL NOTICE OF THE DISTRICT'S INTENT/UNIFORM PRESTON COVE CDD	$79.92
10/14/21	35113	ONL NOTICE OF THE DISTRICT'S INTENT/UNIFORM PRESTON COVE CDD	$79.92
10/21/21	35113	ONL NOTICE OF THE DISTRICT'S INTENT/UNIFORM PRESTON COVE CDD	$79.92

RECEIVED

RECEIVED
OCT 25 2021
BY:_____

AMOUNT DUE
$324.68

IMPORTANT - Please detach and return this portion to ensure proper credit.

PAYMENT TERMS: NET 30

If you have questions concerning your invoice, please call your sales rep or call our business office at (407) 846-7600

CUSTOMER NAME		
GOV.MGT.SVCS/PRESTON COVE CDD		
ACCOUNT	BILLING DATE	INVOICE#
60549	10/21/2021	333113
AMOUNT DUE	AMOUNT ENCLOSED	
$324.68		

PAYMENT

CHECK ENCLOSED ☐ Please make check payable to: Osceola News Gazette
Be sure to include your account number on your check. Please do not staple or paperclip payment to remittance stub.

CHARGE MY CREDIT CARD
MASTERCARD ☐ VISA ☐ DISCOVER ☐ AMEX ☐
Please include credit card number, expiration date, security code and signature.

Exp. _____/_____ CSC _____

Signature _____

REMITTANCE ADDRESS

Osceola News Gazette
22 W. Monument Ave., Suite 5
Kissimmee, FL 34741

PROOF OF PUBLICATION
From

OSCEOLA NEWS-GAZETTE

STATE OF FLORIDA
COUNTY OF OSCEOLA

Before me, the undersigned authority, personally appeared Pamela Bikowicz, who on oath says that she is the Business Manager of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

September 30, 2021, October 07, 2021, October 14, 2021, October 21, 2021

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, each week and has been entered as periodicals postage matter at the post office in Kissimmee, in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me by Pamela Bikowicz, who is personally known to me, this October 21, 2021

GARY P. LUGO
MY COMMISSION # HH 018514
EXPIRES: October 23, 2024
Bonded Thru Notary Public Underwriters

In THE MATTER OF:
NOTICE OF THE DISTRICT'S INTENT/UNIFORM METHOD
PRESTON COVE CDD

FIRST PUBLICATION: September 30, 2021
LAST PUBLICATION: October 21, 2021

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF THE DISTRICT'S INTENT
TO USE THE UNIFORM METHOD
OF COLLECTION OF
NON-AD VALOREM SPECIAL ASSESSMENTS

Notice is hereby given that the Preston Cove Community Development District (the "District") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on October 28, 2021 at 9:00 a.m. at the Office of Hanson, Walter & Associates, Inc., 8 Broadway, Suite 104, Kissimmee, Florida 34741.

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments (the "Uniform Method") to be levied by the District on properties located on land included in, or to be added to, the District.

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District, to consist of, among other things, roadway, storm- water, potable water, wastewater, reclaimed water, amenities, hardscape, landscape, irrigation, and electrical under-grounding improvements, any other lawful improvements or services of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time and location to be specified on the record at the hearing. There may be occasions when Supervisors or District Staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact the District Office at 219 E. Livingston Street, Orlando, Florida 32801, (407) 841-5524, at least forty-eight (48) hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 who can aid you in contacting the District Office.

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

George Flint
District Manager

September 30, 2021
October 7, 14, 21, 2021

Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Suite 5
Kissimmee, FL 34741
Phone: (407) 846-7660 Fax: (321) 402-2946
Email: legalads@osceolanewsgazette.com
You can also view your Legal Advertising on
www.AroundOsceola.com or
www.FloridaPublicNotices.com
Ad#35113

L-2
310 513 48

OSCEOLA NEWS-GAZETTE

INVOICE

Advertiser Account Number	Billing Date	Total Amount Due	Invoice Number
60549	10/14/2021	$188.98	332096

Billing Period	Terms of Payment	Client PO#	Page#
10/01/21-10/31/21	Net 30		1

Sales Rep	Advertiser Name
OH	GOV.MGT.SVCS/PRESTON COVE CDD

GOV.MGT.SVCS/PRESTON COVE CDD
LAUREN VANDERVEER
219 E LIVINGSTON ST
ORLANDO FL 32801-1508

DATE	REFERENCE#	DESCRIPTION	AMOUNT
10/07/21	35227	ONL Affidavit Fee	$5.00
10/07/21	35227	ONL NOTICE OF LANDOWNERS' MEETING AND PRESTON COVE CDD	$91.99
10/14/21	35227	ONL NOTICE OF LANDOWNERS' MEETING AND PRESTON COVE CDD	$91.99

RECEIVED
OCT 25 2021
BY:_____

RECEIVED

AMOUNT DUE
$188.98

IMPORTANT - Please detach and return this portion to ensure proper credit.

PAYMENT TERMS: NET 30

If you have questions concerning your invoice, please call your sales rep or call our business office at (407) 846-7600

CUSTOMER NAME		
GOV.MGT.SVCS/PRESTON COVE CDD		
ACCOUNT	BILLING DATE	INVOICE#
60549	10/14/2021	332096
AMOUNT DUE	AMOUNT ENCLOSED	
$188.98		

REMITTANCE ADDRESS

Osceola News Gazette
22 W. Monument Ave., Suite 5
Kissimmee, FL 34741

PAYMENT

CHECK ENCLOSED ☐ Please make check payable to: Osceola News Gazette
Be sure to include your account number on your check. Please do not staple or paperclip payment to remittance stub.

CHARGE MY CREDIT CARD
MASTERCARD ☐ VISA ☐ DISCOVER ☐ AMEX ☐
Please include credit card number, expiration date, security code and signature.

Exp. _____/_____ CSC _____

Signature _____

PROOF OF PUBLICATION
From

OSCEOLA NEWS-GAZETTE

STATE OF FLORIDA
COUNTY OF OSCEOLA

Before me, the undersigned authority, personally appeared Pamela Bikowicz, who on oath says that she is the Business Manager of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

October 07, 2021, October 14, 2021.

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, each week and has been entered as periodicals postage matter at the post office in Kissimmee, in said Osceola County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me by Pamela Bikowicz, who is personally known to me, this October 14, 2021

GARY P. LUGO
MY COMMISSION # HH 018514
EXPIRES: October 23, 2024
Bonded Thru Notary Public Underwriters

In THE MATTER OF:
NOTICE OF LANDOWNERS' MEETING AND ELECTION MEETING
PRESTON COVE CDD

FIRST PUBLICATION: October 07, 2021
LAST PUBLICATION: October 14, 2021

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within the Preston Cove Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 149.69 acres, generally located east of the Jim Brack Property, west of a proposed development known as The Crossings, north of Jones Road and south of Wiregrass Phases 1 through 4 in Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors. Immediately following the landowners' meeting and election, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: October 28, 2021
TIME: 9:00 a.m.
PLACE: Offices of Hanson, Walter & Associates, Inc.
6 Broadway, Suite 194
Kissimmee, Florida 34741

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Governmental Management Services 7 Central Florida, 219 E. Livingston Street, Orlando, Florida 32801 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

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

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 841-5524, at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

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

George Flint
District Manager

October 7, 14, 2021

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Ad#35227

Preston Cove

Community Development District

Funding Request #4
December 3, 2021

	PAYEE		GENERAL FUND
1	**Hanson Walter & Associates Inc**		
	Invoice # 5280971 - Engineering Services thru October 31, 2021	$	900.00
2	**Latham, Luna, Eden & Beaudine, LLP**		
	Invoice # 99979 - General Counsel for October 2021	$	943.92
		Total $	**1,843.92**

Please make check payable to:

Preston Cove CDD
6200 Lee Vista Blvd Suite 300
Orlando FL 32822

Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

5271-05
5280971

INVOICE

GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, LLC 219 E. LIVINGSTON STREET ORLANDO, FLORIDA 32801	CLIENT ID: INVOICE #: INVOICE DATE: DUE DATE: BILLED THROUGH:	6880 5280971 11/15/2021 11/25/2021 10/31/2021

PRESTON COVE CDD
JOB ID: 5271-05
PO:

PERIOD: October 2021
For Professional Civil Engineering Services Rendered Through October 31, 2021

RECEIVED

	Total Billed To Date	Amount Previously Billed	Amount This Billing
TIME & MATERIALS			
CIVIL EGINEERING CONSULTING SERVICES	1,800.00	900.00	900.00
REIMBURSABLES	0.00	0.00	0.00
	1,800.00	900.00	900.00

EMPLOYEE DETAIL	Hours	Rate	Amount
CIVIL EGINEERING CONSULTING SERVICES			
Inspector	8.00	75.00	600.00
Senior Project Manager	2.00	150.00	300.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice $900.00

LATHAM, LUNA, EDEN & BEAUDINE, LLP

ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801

November 22, 2021

PRESTON COVE CDD
c/o GMS, LLC
219 East Livingston Street
Orlando, FL 32801

I N V O I C E

Matter ID: 7772-001
GENERAL

Invoice #: 99979
Federal ID #: 59-3366512

For Professional Services Rendered:

10/01/2021	JAC	Multiple emails with Elevation and District Manager re: purchase order issues.	0.20 hr	$79.00
10/08/2021	JAC	Drafted Memo regarding HB53 for next CDD meeting agenda.	0.20 hr	79.00
10/27/2021	KET	Review of Agenda, including minutes of last month's meeting, in preparation of upcoming Board of Supervisors' meeting.	0.30 hr	85.50
10/28/2021	KET	Attended Board of Supervisors' meeting.	2.30 hr	655.50
		Total Professional Services:		$899.00

For Disbursements Incurred:

09/30/2021	Print Expense	$1.35
10/07/2021	Check # 1617 JAN CARPENTER; Disbursement for Travel to BOCC meeting for Preston Cove (Hanson, Walter & Assoc) on Septemeber 30, 2021	29.02
10/31/2021	Print Expense	14.55
	Total Disbursements Incurred:	$44.92

INVOICE SUMMARY

For Professional Services:	3.00 Hours	$899.00
For Disbursements Incurred:		44.92
New Charges this Invoice:		$943.92
Outstanding Previous Balance Due:		$5,556.41 - pd 11/
Plus New Charges this Invoice:		943.92
Total Due:		**$6,500.33**

Billed Through: October 31, 2021

RECEIVED NOV 22 2021