

*Preston Cove
Community Development District*

*Emergency Meeting Agenda
August 27, 2024*

AGENDA

Preston Cove
Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

August 23, 2024

**Board of Supervisors
Preston Cove Community
Development District**

Dear Board Members:

The Emergency Meeting of the Board of Supervisors of **Preston Cove Community Development District** will be held **Tuesday, August 27, 2024 at 9:00 AM at 8 Broadway, Suite 104, Kissimmee, Florida 34741**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Public Hearing
 - A. Consideration of Resolution 2024-06 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2024-07 Imposing Special Assessments and Certifying an Assessment Roll
4. Consideration of Fiscal Year 2025 Deficit Funding Agreement with Elevation Preston Cove, LLC
5. Consideration of Fiscal Year 2025 Deficit Funding Agreement with Starlight Homes Florida, LLC
6. Adoption of District Goals and Objectives
7. Other Business
8. Supervisors Requests
9. Adjournment

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,

Jeremy LeBrun

Jeremy LeBrun
District Manager

SECTION 3

SECTION A

RESOLUTION 2024-06

THE ANNUAL APPROPRIATION RESOLUTION OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2024, submitted to the Board of Supervisors (“**Board**”) of the Preston Cove Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2025**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Preston Cove Community Development District for the Fiscal Year Ending September 30, 2025.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District for Fiscal Year 2025, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND FY25	\$ _____
TOTAL DEBT SERVICE FUND – SERIES 2022	\$ _____
TOTAL ALL FUNDS FY25	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025 or within 60 days following the end of the Fiscal Year 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 22nd DAY OF AUGUST, 2024.

ATTEST:

**PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Adopted FY2025 Budget

Preston Cove
Community Development District

Approved Budget
FY2025



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Preston Cove
Community Development District
Approved Budget
General Fund

Description	Adopted Budget FY2024	Actuals Thru 7/31/24	Projected Next 2 Months	Projected Thru 9/30/24	Approved Budget FY2025
Revenues					
Assessments-On Roll	\$ 388,556	\$ 406,598	\$ -	\$ 406,598	\$ 388,556
Assessments-Direct	\$ -	\$ -	\$ -	\$ -	\$ 52,741
Developer Contributions	\$ 292,882	\$ 28,283	\$ -	\$ 28,283	\$ 244,692
Total Revenues	\$ 681,438	\$ 434,881	\$ -	\$ 434,881	\$ 685,989
Expenditures					
General & Administrative					
Supervisor Fees	\$ 12,000	\$ -	\$ 2,000	\$ 2,000	\$ 12,000
FICA Expense	\$ 918	\$ -	\$ 153	\$ 153	\$ 918
Engineering Fees	\$ 15,000	\$ 1,563	\$ 2,355	\$ 3,918	\$ 15,000
Attorney Fees	\$ 25,000	\$ 33,324	\$ 10,000	\$ 43,324	\$ 25,000
Annual Audit	\$ 4,100	\$ 4,100	\$ -	\$ 4,100	\$ 4,100
Assessment Administration	\$ 5,300	\$ 5,300	\$ -	\$ 5,300	\$ 5,565
Arbitrage	\$ 450	\$ 900	\$ -	\$ 900	\$ 450
Dissemination Fees	\$ 5,000	\$ 4,167	\$ 833	\$ 5,000	\$ 5,250
Trustee Fees	\$ 4,500	\$ 2,357	\$ -	\$ 2,357	\$ 4,500
Management Fees	\$ 37,100	\$ 30,917	\$ 6,184	\$ 37,101	\$ 40,000
Information Technology	\$ 1,800	\$ 1,500	\$ 300	\$ 1,800	\$ 1,890
Website Maintenance	\$ 1,200	\$ 1,000	\$ 200	\$ 1,200	\$ 1,260
Telephone	\$ 300	\$ -	\$ 50	\$ 50	\$ 300
Postage & Delivery	\$ 800	\$ 34	\$ 50	\$ 84	\$ 800
Insurance	\$ 5,913	\$ 5,590	\$ -	\$ 5,590	\$ 6,149
Printing & Binding	\$ 700	\$ -	\$ 50	\$ 50	\$ 700
Legal Advertising	\$ 8,000	\$ 412	\$ 1,500	\$ 1,912	\$ 8,000
Other Current Charges	\$ 2,200	\$ 782	\$ 80	\$ 862	\$ 2,200
Office Supplies	\$ 500	\$ 1	\$ 25	\$ 26	\$ 500
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total General & Administrative	\$ 130,956	\$ 92,122	\$ 23,780	\$ 115,902	\$ 134,757

Preston Cove
Community Development District
Approved Budget
General Fund

Description	Adopted Budget FY2024	Actuals Thru 7/31/24	Projected Next 2 Months	Projected Thru 9/30/24	Approved Budget FY2025
Operations & Maintenance					
Field Expenditures					
Field Management	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,750
Landscape Maintenance	\$ 150,000	\$ 18,352	\$ 20,882	\$ 39,234	\$ 150,000
Landscape Contingency	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Lake Maintenance	\$ 15,062	\$ -	\$ -	\$ -	\$ 15,062
Streetlights	\$ 103,400	\$ -	\$ -	\$ -	\$ 103,400
Electric	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Water & Sewer	\$ 2,400	\$ -	\$ -	\$ -	\$ 2,400
Sidewalk & Asphalt Maintenance	\$ 5,000	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 3,000	\$ -	\$ -	\$ -	\$ 3,000
Irrigation - Usage	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
General Repairs & Maintenance	\$ 15,000	\$ -	\$ -	\$ -	\$ 20,000
Contingency	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
Subtotal Field Expenditures	\$ 358,862	\$ 18,352	\$ 20,882	\$ 39,234	\$ 359,612
Amenity Expenditures					
Staffing	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
Property Insurance	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
Amenity - Electric	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
Amenity - Water	\$ 6,000	\$ -	\$ -	\$ -	\$ 6,000
Dues, License, Permits	\$ 500	\$ -	\$ -	\$ -	\$ 500
Internet	\$ 2,400	\$ -	\$ -	\$ -	\$ 2,400
Pest Control	\$ 720	\$ -	\$ -	\$ -	\$ 720
Janitorial Services	\$ 12,000	\$ -	\$ -	\$ -	\$ 12,000
Security Services	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Pool Maintenance	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
Amenity Repairs & Maintenance	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
Special Events	\$ 7,500	\$ -	\$ -	\$ -	\$ 7,500
Holiday Decorations	\$ 2,500	\$ -	\$ -	\$ -	\$ 2,500
Contingency	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
Subtotal Amenity Expenditures	\$ 191,620	\$ -	\$ -	\$ -	\$ 191,620
Total Operations & Maintenance	\$ 550,482	\$ 18,352	\$ 20,882	\$ 39,234	\$ 551,232
Total Expenditures	\$ 681,438	\$ 110,474	\$ 44,662	\$ 155,136	\$ 685,989
Excess Revenues/(Expenditures)	\$ -	\$ 324,407	\$ (44,662)	\$ 279,745	\$ -

Net Assessments	\$ 685,989
Add: Discounts & Collections 6%	\$ 43,787
Gross Assessments	<u>\$ 729,776</u>

Product	Assessable		Total ERU's	Net Assessment	Net Per Unit (6%)	Gross Per Unit
	Units	ERU				
Townhouse	218	0.75	163.50	\$ 203,293	\$ 932.54	\$ 992.06
Single Family	149	1.00	149.00	\$ 185,263	\$ 1,243.38	\$ 1,322.74
Unplatted	236	0.18	42.42	\$ 52,741	\$ 223.48	\$ 237.74
Total	603		354.92	\$ 441,297		

Preston Cove

Community Development District

General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

Developer Contributions

The District will enter into a Deficit Funding Agreement with the Developer to fund any General Fund expenditures remaining once all assessment funds have been utilized.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from the Board of Supervisor checks.

Engineering Fees

The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney Fees

The District's legal counsel provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on Series 2022 bond issuance.

Dissemination Fees

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based on the Series 2022 bond issuance.

Trustee Fees

Preston Cove Community Development District General Fund Budget

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175.

Preston Cove
Community Development District
General Fund Budget

Operations & Maintenance:

Field Expenses

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landscape Contingency

Represents the estimated cost of replacing landscaping within the common areas of the District.

Lake Maintenance

Represents the estimated maintenance of the lake within the common areas of the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

Irrigation - Usage

Represents the estimated costs for water irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Preston Cove
Community Development District
General Fund Budget

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenses

Staffing

Represents compensation for the Amenity Center staff which provides funds for employee benefits.

Property Insurance

The District's property and casualty insurance coverages.

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity - Water

Represents estimated water charges for the District's amenity facilities.

Dues, License, Permits

Any cost incurred for Permits and Licenses.

Internet

Internet service will be added for use at the Amenity Center.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents costs to provide janitorial services and supplies for the District's amenity facilities.

Security Services

Represents the cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents the costs of regular cleaning and treatments of the District's pool.

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Special Events

The Facilities Manager will coordinate and provide various activities throughout the year. The amount represents the cost of supplies, notice of events, etc.

Preston Cove
Community Development District
General Fund Budget

Holiday Decorations

The District will incur costs to related to the decoration of common areas during the Holidays.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Preston Cove

Community Development District

Approved Budget

Debt Service Fund Series 2022

Description	Adopted Budget FY2024	Actuals Thru 7/31/24	Projected Next 2 Months	Projected Thru 9/30/24	Approved Budget FY2025
Revenues					
Assessments - On Roll	\$ 381,859	\$ 397,701	\$ -	\$ 397,701	\$ 670,238
Assessments - Direct	\$ 288,379	\$ 190,330	\$ 98,049	\$ 288,379	\$ -
Interest	\$ -	\$ 31,272	\$ 15,636	\$ 46,908	\$ 20,000
Carry Forward Surplus ⁽¹⁾	\$ 277,837	\$ 230,598	\$ -	\$ 230,598	\$ 266,799
Total Revenues	\$ 948,075	\$ 849,901	\$ 113,685	\$ 963,586	\$ 957,037
Expenditures					
Interest - 11/1	\$ 225,131	\$ 225,131	\$ -	\$ 225,131	\$ 221,556
Principal - 5/1	\$ 220,000	\$ 220,000	\$ -	\$ 220,000	\$ 230,000
Interest - 5/1	\$ 225,131	\$ 225,131	\$ -	\$ 225,131	\$ 221,556
Total Expenditures	\$ 670,262	\$ 670,262	\$ -	\$ 670,262	\$ 673,113
Other Sources/(Uses)					
Transfer In/(Out)	\$ -	\$ (26,525)	\$ -	\$ (26,525)	\$ -
Total Other Sources/(Uses)	\$ -	\$ (26,525)	\$ -	\$ (26,525)	\$ -
Excess Revenues/(Expenditures)	\$ 277,813	\$ 153,114	\$ 113,685	\$ 266,799	\$ 283,924

Interest - 11/1 \$ 217,818.75

⁽¹⁾ Carryforward Surplus is net of Debt Service Reserve Funds

Product	Assessable Units	Maximum Annual	
		Debt Service	Net Per Unit
Townhouse	218	\$ 199,788	\$ 916.46
Single Family - 50'	334	\$ 408,130	\$ 1,221.95
Single Family - 70'	51	\$ 62,319	\$ 1,221.95
Total	603	\$ 670,238	

Preston Cove
Community Development District
Series 2022 Special Assessment Bonds
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/23	\$ 11,395,000.00	\$ -	\$ 225,131.25	\$ 668,756.25
05/01/24	\$ 11,395,000.00	\$ 220,000.00	\$ 225,131.25	\$ -
11/01/24	\$ 11,175,000.00	\$ -	\$ 221,556.25	\$ 666,687.50
05/01/25	\$ 11,175,000.00	\$ 230,000.00	\$ 221,556.25	\$ -
11/01/25	\$ 10,465,000.00	\$ -	\$ 217,818.75	\$ 669,375.00
05/01/26	\$ 10,465,000.00	\$ 235,000.00	\$ 217,818.75	\$ -
11/01/26	\$ 10,465,000.00	\$ -	\$ 214,000.00	\$ 666,818.75
05/01/27	\$ 10,465,000.00	\$ 245,000.00	\$ 214,000.00	\$ -
11/01/27	\$ 10,465,000.00	\$ -	\$ 210,018.75	\$ 669,018.75
05/01/28	\$ 10,465,000.00	\$ 250,000.00	\$ 210,018.75	\$ -
11/01/28	\$ 10,215,000.00	\$ -	\$ 205,518.75	\$ 665,537.50
05/01/29	\$ 10,215,000.00	\$ 260,000.00	\$ 205,518.75	\$ -
11/01/29	\$ 9,955,000.00	\$ -	\$ 200,838.75	\$ 666,357.50
05/01/30	\$ 9,955,000.00	\$ 270,000.00	\$ 200,838.75	\$ -
11/01/30	\$ 9,115,000.00	\$ -	\$ 195,978.75	\$ 666,817.50
05/01/31	\$ 9,115,000.00	\$ 280,000.00	\$ 195,978.75	\$ -
11/01/31	\$ 9,115,000.00	\$ -	\$ 190,938.75	\$ 666,917.50
05/01/32	\$ 9,115,000.00	\$ 290,000.00	\$ 190,938.75	\$ -
11/01/32	\$ 9,115,000.00	\$ -	\$ 185,718.75	\$ 666,657.50
05/01/33	\$ 9,115,000.00	\$ 300,000.00	\$ 185,718.75	\$ -
11/01/33	\$ 8,815,000.00	\$ -	\$ 179,718.75	\$ 665,437.50
05/01/34	\$ 8,815,000.00	\$ 315,000.00	\$ 179,718.75	\$ -
11/01/34	\$ 8,500,000.00	\$ -	\$ 173,418.75	\$ 668,137.50
05/01/35	\$ 8,500,000.00	\$ 330,000.00	\$ 173,418.75	\$ -
11/01/35	\$ 8,170,000.00	\$ -	\$ 166,818.75	\$ 670,237.50
05/01/36	\$ 8,170,000.00	\$ 340,000.00	\$ 166,818.75	\$ -
11/01/36	\$ 7,830,000.00	\$ -	\$ 160,018.75	\$ 666,837.50
05/01/37	\$ 7,830,000.00	\$ 355,000.00	\$ 160,018.75	\$ -
11/01/37	\$ 7,475,000.00	\$ -	\$ 152,918.75	\$ 667,937.50
05/01/38	\$ 7,475,000.00	\$ 370,000.00	\$ 152,918.75	\$ -
11/01/38	\$ 7,105,000.00	\$ -	\$ 145,518.75	\$ 668,437.50
05/01/39	\$ 7,105,000.00	\$ 385,000.00	\$ 145,518.75	\$ -
11/01/39	\$ 6,720,000.00	\$ -	\$ 137,818.75	\$ 668,337.50
05/01/40	\$ 6,720,000.00	\$ 400,000.00	\$ 137,818.75	\$ -

Preston Cove
Community Development District
Series 2022 Special Assessment Bonds
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/40	\$ 5,470,000.00	\$ -	\$ 129,818.75	\$ 667,637.50
05/01/41	\$ 5,470,000.00	\$ 415,000.00	\$ 129,818.75	\$ -
11/01/41	\$ 5,470,000.00	\$ -	\$ 121,518.75	\$ 666,337.50
05/01/42	\$ 5,470,000.00	\$ 435,000.00	\$ 121,518.75	\$ -
11/01/42	\$ 5,470,000.00	\$ -	\$ 112,818.75	\$ 669,337.50
05/01/43	\$ 5,470,000.00	\$ 450,000.00	\$ 112,818.75	\$ -
11/01/43	\$ 5,020,000.00	\$ -	\$ 103,537.50	\$ 666,356.25
05/01/44	\$ 5,020,000.00	\$ 470,000.00	\$ 103,537.50	\$ -
11/01/44	\$ 4,550,000.00	\$ -	\$ 93,843.75	\$ 667,381.25
05/01/45	\$ 4,550,000.00	\$ 490,000.00	\$ 93,843.75	\$ -
11/01/45	\$ 4,060,000.00	\$ -	\$ 83,737.50	\$ 667,581.25
05/01/46	\$ 4,060,000.00	\$ 510,000.00	\$ 83,737.50	\$ -
11/01/46	\$ 3,550,000.00	\$ -	\$ 73,218.75	\$ 666,956.25
05/01/47	\$ 3,550,000.00	\$ 530,000.00	\$ 73,218.75	\$ -
11/01/47	\$ 3,020,000.00	\$ -	\$ 62,287.50	\$ 665,506.25
05/01/48	\$ 3,020,000.00	\$ 555,000.00	\$ 62,287.50	\$ -
11/01/48	\$ 2,465,000.00	\$ -	\$ 50,840.63	\$ 668,128.13
05/01/49	\$ 2,465,000.00	\$ 580,000.00	\$ 50,840.63	\$ -
11/01/49	\$ 1,885,000.00	\$ -	\$ 38,878.13	\$ 669,718.75
05/01/50	\$ 1,885,000.00	\$ 600,000.00	\$ 38,878.13	\$ -
11/01/50	\$ 1,285,000.00	\$ -	\$ 26,503.13	\$ 665,381.25
05/01/51	\$ 1,285,000.00	\$ 630,000.00	\$ 26,503.13	\$ -
11/01/51	\$ 655,000.00	\$ -	\$ 13,509.38	\$ 670,012.50
05/01/52	\$ 655,000.00	\$ 655,000.00	\$ 13,509.38	\$ 668,509.38
		\$ 11,395,000.00	\$ 8,188,525.00	\$ 20,027,150.00

SECTION B

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Osceola County, Florida (“**County**”); and

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

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2024/2025; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Preston Cove Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the portion of the Assessment Roll on platted property to the County Tax Collector pursuant to the Uniform Method and to directly collect the remaining portion on the unplatted property; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend, from time to time, the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. INCORPORATION OF RECITALS AND AUTHORITY. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Resolution. The Resolution is adopted pursuant to the provisions of Florida Law, including Chapter 170, 190 and 197, *Florida Statutes*.

SECTION 2. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

SECTION 3. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 4. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B.”** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special

assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 6. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 7. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 22nd day of August, 2024.

ATTEST:

**PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll

Parcel ID	Units	Type	O&M	Debt	Total
22-25-31-4735-0001-3810	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3820	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3830	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3840	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3850	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3860	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3870	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3880	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3890	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3900	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3910	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3920	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3930	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3940	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3950	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
22-25-31-4735-0001-3960	1	SF	\$1,322.74	\$1,299.94	\$2,622.68
Total Gross Assessments	367		\$413,357.34	\$406,232.34	\$819,589.68

Total Net Assessments			\$388,555.90	\$381,858.40	\$770,414.30
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Direct Billing	Acres				
22-25-31-4735-TRAC-OFD0	47.29	166 SF Unplatted	\$39,464.84	\$215,790.04	\$255,254.88
22-25-31-4735-TRAC-OFD1	1.18	Unplatted	\$1,819.96	\$9,951.35	\$11,771.30
22-25-31-4735-TRAC-OFD2	1.09	Unplatted	\$1,681.15	\$9,192.35	\$10,873.49
22-25-31-4735-TRAC-OFD3	0.75	Unplatted	\$1,156.75	\$6,325.01	\$7,481.76
22-25-31-4735-TRAC-OFD4	0.86	Unplatted	\$1,326.41	\$7,252.68	\$8,579.09
22-25-31-4735-TRAC-OFD5	4.51	Unplatted	\$6,955.93	\$38,034.39	\$44,990.32
22-25-31-4735-TRAC-OFD6	1.85	Unplatted	\$2,853.32	\$15,601.69	\$18,455.01
22-25-31-4735-TRAC-OFD7	0.55	Unplatted	\$848.28	\$4,638.34	\$5,486.62
Total Direct Gross			\$56,106.64	\$306,785.84	\$362,892.48

Total Direct Net			\$52,740.24	\$288,378.69	\$341,118.93
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Total Combined Gross			\$469,463.98	\$713,018.18	\$1,182,482.16
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Total Combined Net			\$441,296.14	\$670,237.09	\$1,111,533.23
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SECTION 4

**PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025 GENERAL FUND BUDGET
DEFICIT FUNDING AGREEMENT**

THIS PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025 GENERAL FUND BUDGET DEFICIT FUNDING AGREEMENT (the “Agreement”), effective as of the ____ day of August, 2024 (the “Effective Date”), between:

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the “**District**”);

ELEVATION PRESTON COVE LLC, a Florida limited liability company, whose mailing address is 189 South Orange Avenue, Suite 1550, Orlando, Florida 32801 (the “**Developer**”); and

RECITALS

WHEREAS, the District is a local unit of special-purpose government established by Ordinance No. 2021-54 by the Board of County Commissioners of Osceola County, Florida; and

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

WHEREAS, the District has adopted its general fund budget for its Fiscal Year 2025 operations and maintenance expenses in the amount of \$685,989.00, which fiscal year commences on October 1, 2024, and concludes on September 30, 2025 (“Fiscal Year 2025 Budget”); and

WHEREAS, the Fiscal Year 2025 Budget, which all parties recognize may be amended from time to time in the sole discretion of the District, subject to the rights set forth in Section 1 herein, is attached hereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, the District has budgeted \$441,297.00, for the Fiscal Year 2025 Budget, which is to be funded by the levy of assessments on benefited parcels; and

WHEREAS, the Developer presently owns and/or is developing real property described in Exhibit “B”, attached hereto and incorporated herein (the “Developer Property”), within the District, which property will benefit from the timely construction and acquisition of the District’s facilities, activities and services and from the continued operations of the District; and

WHEREAS, the Developer has informed the District that there may be additional improvements resulting in additional operation and/or maintenance costs during Fiscal Year 2025 that are not accounted for in the Fiscal Year 2025 Budget; and

WHEREAS, the assessments imposed by the District upon the benefited lands to fund the Fiscal Year 2025 Budget may result in a deficit in revenues received by the District in the event additional improvements or field activities are required during Fiscal Year 2025; and

WHEREAS, the Developer has requested, and the District has agreed that the District shall not levy operation and maintenance assessments in excess of \$441,297.00 to fund the Fiscal Year 2025 Budget and instead allow Developer to fund a pro-rata share of monies needed in excess of the \$441,297.00 levied to fund the current amounts provided in the Fiscal Year 2025 Budget.

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

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **FUNDING.** Developer agrees to pay a pro-rata share of the District's actual Fiscal Year 2025 Budget expenses for Fiscal Year 2025, to the extent such expenses exceed the special assessments levied and collected by the District for the Fiscal Year 2025 Budget, within thirty (30) days of written request by the District. Developer shall be responsible for a one hundred sixty-six (166) lots or seventy percent (70%) share (the "Developer's Share") of any expenses which exceed the special assessments levied and collected by the District for the Fiscal Year 2025 Budget, and Starlight Homes Florida L.L.C. shall be responsible for a seventy (70) lots or thirty percent (30%) share (the "Landowner's Share") of any expenses which exceed the special assessments levied and collected by the District for the Fiscal Year 2025 Budget. The funds shall be placed in the District's general checking account. Developer's payment of funds pursuant to this Agreement in no way impacts Developer's obligation to pay assessments on land it owns within the District. In no respect shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Developer Property, in accordance with Florida law to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Fiscal Year 2025 Budget or otherwise.

3. **ALTERNATIVE METHODS OF COLLECTION.** In the event Developer fails to make its pro-rata share of payments due to the District pursuant to this Agreement, and the District first provides the Developer with written notice at the address identified in Section 5 of this Agreement of the delinquency and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

- a. The District shall have the right to file a continuing lien upon the Developer Property for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2025 Budget" in the public records of Osceola County, Florida, stating among other things, the description of the real property and the

amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for FY 2025 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Developer Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when Developer has demonstrated, in the District's sole discretion; such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the property subject to this Agreement after the execution of this Agreement, Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining property owned by Developer.

- b. In the alternative or in addition to the collection method set forth in 3.a., above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for Osceola County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- c. The District hereby finds that the activities, operations and services set out in Exhibit "A" would provide a special and peculiar benefit to the Developer Property, which benefit is determined in accordance with the District's adopted assessment methodology on file in the District's public records. Developer agrees that the activities, operations and services set forth in Exhibit A provide a special and peculiar benefit to the Developer Property equal to or in excess of the costs set out in Exhibit "A", as such may be amended by the District. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on the Developer's Property for collection either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Osceola County property appraiser.

4. **RIGHT TO REIMBURSEMENT.** The Developer agrees to fund a pro-rata share of the District's Fiscal Year 2025 Budget expenses in excess of the Fiscal Year 2025 Budget assessments collected without any reimbursement by the District.

5. **NOTICE.** All notices, payments and other communications under this Agreement ("Notices") shall be in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to District: Preston Cove Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street,
Orlando, Florida 32801
Attention: District Manager

Copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel

If to Developer: Elevation Preston Cove LLC
189 S. Orange Avenue, Suite 1550,
Orlando, Florida 32801
Attention: Owais Khanani

Except as otherwise provided in this Agreement, any Notice shall be deemed received upon actual delivery at the address set forth above, which may be evidenced by confirmation of delivery via overnight delivery service, United States postal service certified mail or by courier service. 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 each party may deliver Notice on behalf of the respective party he/she represents. 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 at least five (5) days written notice to the parties and addressees set forth herein.

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

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

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **DEFAULT.** A default by any party under this Agreement shall entitle all others to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce

any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

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

11. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this Agreement other than to successor and assigns of the parties as provided herein. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement.

12. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

13. **EFFECTIVE DATE.** This Agreement shall be effective after execution by all of the parties hereto.

14. **PUBLIC RECORDS.** The parties understand and agree that all documents of any kind provided to the District may be public records and treated as such in accordance with Florida law.

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

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

17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature pages and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document physically to form one document.

[SIGNATURES FOLLOW ON NEXT PAGE]

DRAFT

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

ATTEST:

Secretary/Asst. Secretary

DISTRICT:

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT,
a Florida community development district

By: _____
Shaman Foradi
Chairman, Board of Supervisors

WITNESSES:

Signed, sealed and delivered in the presence of:

DEVELOPER:

ELEVATION PRESTON COVE LLC, a Florida limited liability company

By: _____
Print: Owais Khanani
Title: Manager

Exhibit "A" Fiscal Year 2025 General Fund Budget
Exhibit "B" Developer Property

Exhibit “A”

Fiscal Year 2025 General Fund Budget

DRAFT

Exhibit "B"

Developer Property

Tract FD, PRESTON COVE PHASE 1 AND 2, according to the plat thereof as recorded in Plat Book 33, Pages 80 through 88 of the Public Records of Osceola County, Florida,

LESS AND EXCEPT:

Lots 338-342, 357-366, 397-401, 404-435, 437-450, and 452 - 455, Preston Cove Phase 3, according to the plat thereof to be recorded in the Public Records of Osceola County, Florida, which is replat of Tract "FD" as set forth on the "Phase 1 and 2 Plat", and are more particularly described below:

Lots 338 through 342, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 25 South, Range 31 East, Osceola County, Florida, said point also being the Northeast corner of Tract 55, PRESTON COVE PHASE 1 AND 2, according to the plat thereof as recorded in Plat Book 33, Pages 80- 88 of the Public Records of Osceola County, Florida; thence S89°57'07"W, along the North line of the Southwest $\frac{1}{4}$ of said Section 22, a distance of 22.46 feet; thence departing said North line, run N00°40'33"E, a distance of 24.93 feet to a Point of Curvature, Concave to the Southeast, having a Radius of 11.00 feet and a Central Angle of 89°16'34", thence run Northeasterly along the arc of said curve, a distance of 17.14 feet (Chord Bearing = N45°18'50"E, Chord = 15.46 feet); thence N89°57'07"E, a distance of 708.97 feet to the Point of Curve, Concave to the North, having a Radius of 75.00 feet and a Central Angle of 40°59'40", thence run Easterly along said curve, a distance of 53.66 feet (Chord Bearing = N69°27'17"E, Chord = 52.52 feet) to the Point of Beginning; thence continue along said Curve, Concave Northwesterly, having a Radius of 75.00 feet and a Central Angle of 27°50'51"; thence run Northeasterly along said curve a distance of 36.45 feet (Chord Bearing = N35°02'02"E, Chord = 36.09 feet); thence N21°06'36"E, a distance of 126.98 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 50.00 feet and a Central Angle of 91°16'03"; thence run Northwesterly along the Arc of said curve, a distance of 79.65 feet (Chord Bearing = N24°31'25"W, Chord = 71.49 feet); thence N19°50'33"E, a distance of 128.52 feet; thence N89°57'07"E, a distance of 181.16 feet; thence S21°06'36"W, a distance of 377.90 feet; thence S89°47'11"W, a distance of 109.05 feet; thence N41°02'33"W, a distance of 25.00 feet to the Point of Beginning.

Lots 357 through 361, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 25 South, Range 31 East, Osceola County, Florida, said point also being the Northeast corner of Tract 55, PRESTON COVE PHASE 1 AND 2, according to the plat thereof as recorded in Plat Book 33, Pages 80- 88 of the Public Records of Osceola County, Florida; thence S89°57'07"W, along the North line of the Southwest $\frac{1}{4}$ of said Section 22, a distance of 22.46 feet; thence departing said North line, run N00°40'33"E, a distance of 24.93 feet to a Point of Curvature, Concave to the Southeast, having a Radius of 11.00 feet and a Central Angle of 89°16'34", thence run Northeasterly along the arc of said curve, a distance of 17.14 feet (Chord Bearing = N45°18'50"E, Chord = 15.46 feet); thence N11°36'41"W, a distance of 51.04 feet to the Point of Beginning;

thence N00°40'33"E, a distance of 302.28 feet; thence N89°57'07"E, a distance of 214.53 feet; thence S00°02'53"E, a distance of 115.00 feet; thence S89°57'07"W, a distance of 26.47 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 75.00 feet and a Central Angle of 90°00'00"; thence run Southwesterly along the Arc of said curve, a distance of 117.81 feet (Chord Bearing = S44°57'07"W, Chord = 106.07 feet); thence S00°02'53"E, a distance of 87.26 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Southwesterly along the Arc of said curve, a distance of 39.27 feet (Chord Bearing = S44°57'07"W, Chord = 35.36 feet); thence S89°57'07"W, a distance of 91.87 feet to the Point of Beginning.

Lots 362 through 366, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 25 South, Range 31 East, Osceola County, Florida, said point also being the Northeast corner of Tract 55, PRESTON COVE PHASE 1 AND 2, according to the plat thereof as recorded in Plat Book 33, Pages 80- 88 of the Public Records of Osceola County, Florida; thence S89°57'07"W, along the North line of the Southwest $\frac{1}{4}$ of said Section 22, a distance of 22.46 feet; thence departing said North line, run N00°40'33"E, a distance of 24.93 feet to a Point of Curvature, Concave to the Southeast, having a Radius of 11.00 feet and a Central Angle of 89°16'34", thence run Northeasterly along the arc of said curve, a distance of 17.14 feet (Chord Bearing = N45°18'50"E, Chord = 15.46 feet); thence N89°57'07"E, a distance of 177.38 feet; thence N00°02'53"W, a distance of 59.68 feet to the Point of Beginning; thence N00°02'53"W, a distance of 124.89 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 25.00 feet and a Central Angle of 26°46'56"; thence run Easterly along the arc of said curve, a distance of 11.69 feet (Chord Bearing = N76°33'39"E, Chord = 11.58 feet); thence N89°57'07"E, a distance of 227.47 feet to the Point of Curvature of a curve concave to the South, having a Radius of 25.00 feet and a Central Angle of 26°46'18"; thence run Easterly along the Arc of said curve, a distance of 11.68 feet (Chord Bearing = S76°39'44"E, Chord = 11.58 feet); thence S00°02'53"E, a distance of 124.90 feet to a Point on a Non-Tangent Curve, Concave to the North, having a Radius of 25.00 feet and a Central Angle of 26°46'18"; thence run Westerly along the arc of said curve, a distance of 11.68 feet (Chord Bearing = S76°33'58"W, Chord = 11.58 feet); thence S89°57'07"W, a distance of 227.47 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 25.00 feet and a Central Angle of 26°46'56"; thence run Westerly along the Arc of said curve, a distance of 11.69 feet (Chord Bearing = N76°39'25"W, Chord = 11.58 feet) to the Point of Beginning.

Lots 397 through 401, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 25 South, Range 31 East, Osceola County, Florida, said point also being the Northeast corner of Tract 55, PRESTON COVE PHASE 1 AND 2, according to the plat thereof as recorded in Plat Book 33, Pages 80- 88 of the Public Records of Osceola County, Florida; thence S89°57'07"W, along the North line of the Southwest $\frac{1}{4}$ of said Section 22, a distance of 61.95 feet; thence N00°01'46"W, a distance of 35.93 feet; thence S89°53'46"W, a distance of 39.19 feet; thence N00°06'14"W, a distance of 49.89 feet to the Point of Beginning; thence S89°57'07"W, a distance of 94.94 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 84°10'57"; thence run Northwesterly along the Arc of said curve, a distance of 36.73 feet (Chord Bearing = N47°57'24"W, Chord = 33.52 feet) to a Point of Reverse Curve, Concave to the West having a Radius of 225.00 feet and a Central Angle of 04°26'30"; thence

Northerly along the arc, a distance of 17.44 feet, (Chord Bearing = N08°05'11"W, Chord = 17.44 feet); thence N10°18'26"W, a distance of 87.25 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 575.00 feet and a Central Angle of 07°32'25"; thence run Northerly along the Arc of said curve, a distance of 75.67 feet (Chord Bearing = N06°32'13"W, Chord = 75.62 feet); thence N02°46'01"W, a distance of 74.36 feet; thence N89°57'07"E, a distance of 149.86 feet; thence S00°02'53"E, a distance of 275.00 feet to the Point of Beginning.

Lots 404 through 435, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 25 South, Range 31 East, Osceola County, Florida, said point also being the Northeast corner of Tract 55,

PRESTON COVE PHASE 1 AND 2, according to the plat thereof as recorded in Plat Book 33, Pages 80- 88 of the Public Records of Osceola County, Florida; thence the following six (6) courses and distances along the South boundary line of Tract FD, PRESTON COVE PHASE 1 AND 2: thence S89°57'07"W, along the North line of the Southwest $\frac{1}{4}$ of said Section 22, a distance of 61.95 feet; thence N00°01'46"W, a distance of 35.93 feet; thence S89°53'46"W, a distance of 132.89 feet; thence N00°02'53"W, a distance of 42.40 feet; thence S89°57'07"W, a distance of 101.05 feet to the Point of Beginning; thence S89°57'07"W, a distance of 820.21 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 83°09'08"; thence departing said South boundary line, run Northwesterly along the Arc of said curve, a distance of 36.28 feet (Chord Bearing = N48°28'18"W, Chord = 33.18 feet) to a Point of Compound Curve, Concave to the East having a Radius of 275.00 feet and a Central Angle of 06°59'41"; thence Northerly along the arc, a distance of 33.57 feet, (Chord Bearing= N03°23'54"W, Chord =33.55 feet); thence N00°05'57"E, a distance of 149.55 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 89°51'11"; thence run Northeasterly along the Arc of said curve, a distance of 39.21 feet (Chord Bearing = N45°01'32"E, Chord = 35.31 feet); thence N89°57'07"E, a distance of 795.05 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 87°16'52"; thence run Southeasterly along the Arc of said curve, a distance of 38.08 feet (Chord Bearing = S46°24'27"E, Chord = 34.51 feet); thence S02°46'01"E, a distance of 0.25 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 625.00 feet and a Central Angle of 07°32'25"; thence run Southerly along the Arc of said curve, a distance of 82.25 feet (Chord Bearing = S06°32'13"E, Chord = 82.19 feet); thence S10°18'26"E, a distance of 87.25 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 175.00 feet and a Central Angle of 03°27'46"; thence run Southerly along the Arc of said curve, a distance of 10.58 feet (Chord Bearing = S08°34'33"E, Chord = 10.57 feet) to a Point of Compound Curve, Concave to the Northwest having a Radius of 25.00 feet and a Central Angle of 96°47'48"; thence Southwesterly along the arc, a distance of 42.24 feet, (Chord Bearing= S41°33'13"W, Chord =37.39 feet) to the Point of Beginning.

Lots 437 through 450, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract FD, PRESTON COVE PHASE 1 AND 2, according to the plat thereof, as recorded in Plat Book 33, Pages 80-88 of the Public Records of Osceola County, Florida; thence N00°04'22"E, along the West line of said Tract FD, a distance of 307.50 feet; thence departing said West line, run N89°57'07"E, a distance of 246.90 feet to the Point of Beginning; thence N00°05'29"E, a distance of

115.00 feet; thence N89°57'07"E, a distance of 700.00 feet; thence S00°05'29"W, a distance of 115.00 feet; thence S89°57'07"W, a distance of 700.00 feet to the Point of Beginning.

Lots 452 through 455, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract FD, PRESTON COVE PHASE 1 AND 2, according to the plat thereof, as recorded in Plat Book 33, Pages 80-88 of the Public Records of Osceola County, Florida; thence N89°57'07"E, along the South line of said Tract FD, a distance of 11.76 feet to the Point of Beginning; thence departing said South line, run N00°05'57"E, a distance of 207.50 feet; thence N89°57'07"E, a distance of 115.00 feet; thence S00°05'57"W, a distance of 124.36 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 325.00 feet and a Central Angle of 12°21'23"; thence run Southerly along the Arc of said curve, a distance of 70.09 feet (Chord Bearing = S06°04'45"E, Chord = 69.95 feet); thence S12°15'27"E, a distance of 2.72 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 275.00 feet and a Central Angle of 02°19'03"; thence run Southerly along the Arc of said curve, a distance of 11.12 feet (Chord Bearing = S11°05'55"E, Chord = 11.12 feet); thence S89°57'07"W, a distance of 125.27 feet to the Point of Beginning.

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SECTION 5

**PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025 GENERAL FUND BUDGET
DEFICIT FUNDING AGREEMENT**

THIS PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025 GENERAL FUND BUDGET DEFICIT FUNDING AGREEMENT (the “Agreement”), effective as of the ____ day of August, 2024 (the “Effective Date”), between:

PRESTON COVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (the “**District**”);

STARLIGHT HOMES FLORIDA L.L.C., a Florida limited liability company, whose mailing address is 1064 Greenwood Boulevard, Suite 124, Lake Mary, Florida 32746 (the “**Landowner**”); and

RECITALS

WHEREAS, the District is a local unit of special-purpose government established by Ordinance No. 2021-54 by the Board of County Commissioners of Osceola County, Florida; and

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

WHEREAS, the District has adopted its general fund budget for its Fiscal Year 2025 operations and maintenance expenses in the amount of \$685,989.00, which fiscal year commences on October 1, 2024, and concludes on September 30, 2025 (“Fiscal Year 2025 Budget”); and

WHEREAS, the Fiscal Year 2025 Budget, which all parties recognize may be amended from time to time in the sole discretion of the District, subject to the rights set forth in Section 1 herein, is attached hereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, the District has budgeted \$441,297.00, for the Fiscal Year 2025 Budget, which is to be funded by the levy of assessments on benefited parcels; and

WHEREAS, the Landowner presently owns and/or is developing real property described in Exhibit “B”, attached hereto and incorporated herein (the “Landowner Property”), within the District, which property will benefit from the timely construction and acquisition of the District’s facilities, activities and services and from the continued operations of the District; and

WHEREAS, the Landowner has informed the District that there may be additional improvements resulting in additional operation and/or maintenance costs during Fiscal Year 2025 that are not accounted for in the Fiscal Year 2025 Budget; and

WHEREAS, the assessments imposed by the District upon the benefited lands to fund the Fiscal Year 2025 Budget may result in a deficit in revenues received by the District in the event additional improvements or field activities are required during Fiscal Year 2025; and

WHEREAS, the Landowner has requested, and the District has agreed that the District shall not levy operation and maintenance assessments in excess of \$441,297.00 to fund the Fiscal Year 2025 Budget and instead allow Landowner to fund a pro-rata share of monies needed in excess of the \$441,297.00 levied to fund the current amounts provided in the Fiscal Year 2025 Budget.

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

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **FUNDING.** Landowner agrees to pay a pro-rata share of the District's actual Fiscal Year 2025 Budget expenses for Fiscal Year 2025, to the extent such expenses exceed the special assessments levied and collected by the District for the Fiscal Year 2025 Budget, within thirty (30) days of written request by the District. Landowner shall be responsible for a seventy (70) lots or thirty percent (30%) share (the "Landowner's Share") of any expenses which exceed the special assessments levied and collected by the District for the Fiscal Year 2025 Budget, and Elevation Preston Cove LLC shall be responsible for a one hundred sixty-six (166) lots or seventy percent (70%) share (the "Developer's Share") of any expenses which exceed the special assessments levied and collected by the District for the Fiscal Year 2025 Budget. The funds shall be placed in the District's general checking account. Landowner's payment of funds pursuant to this Agreement in no way impacts Landowner's obligation to pay assessments on land it owns within the District. In no respect shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Landowner Property, in accordance with Florida law to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Fiscal Year 2025 Budget or otherwise.

3. **ALTERNATIVE METHODS OF COLLECTION.** In the event Landowner fails to make its pro-rate share of payments due to the District pursuant to this Agreement, and the District first provides the Landowner with written notice at the address identified in Section 5 of this Agreement of the delinquency and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

- a. The District shall have the right to file a continuing lien upon the Landowner Property for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2025 Budget" in the public records of Osceola

County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for FY 2025 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Landowner Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when Landowner has demonstrated, in the District's sole discretion; such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the property subject to this Agreement after the execution of this Agreement, Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining property owned by Landowner.

- b. In the alternative or in addition to the collection method set forth in 3.a., above, the District may enforce the collection of funds due under this Agreement by action against the Landowner in the appropriate judicial forum in and for Osceola County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- c. The District hereby finds that the activities, operations and services set out in Exhibit "A" would provide a special and peculiar benefit to the Landowner Property, which benefit is determined in accordance with the District's adopted assessment methodology on file in the District's public records. Landowner agrees that the activities, operations and services set forth in Exhibit A provide a special and peculiar benefit to the Landowner Property equal to or in excess of the costs set out in Exhibit "A", as such may be amended by the District. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on the Landowner's Property for collection either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Osceola County property appraiser.

4. **RIGHT TO REIMBURSEMENT.** The Landowner agrees to fund a pro-rata share of the District's Fiscal Year 2025 Budget expenses in excess of the Fiscal Year 2025 Budget assessments collected without any reimbursement by the District.

5. **NOTICE.** All notices, payments and other communications under this Agreement (“Notices”) shall be in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to District: Preston Cove Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street,
Orlando, Florida 32801
Attention: District Manager

Copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel

If to Landowner: Starlight Homes Florida L.L.C.
1064 Greenwood Boulevard, Suite 124,
Lake Mary, Florida 32746
Attention: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received upon actual delivery at the address set forth above, which may be evidenced by confirmation of delivery via overnight delivery service, United States postal service certified mail or by courier service. 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 each party may deliver Notice on behalf of the respective party he/she represents. 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 at least five (5) days written notice to the parties and addressees set forth herein.

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

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

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **DEFAULT.** A default by any party under this Agreement shall entitle all others to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Landowner.

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

11. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this Agreement other than to successor and assigns of the parties as provided herein. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns. In the event the Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Landowner shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement.

12. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

13. **EFFECTIVE DATE.** This Agreement shall be effective after execution by all of the parties hereto.

14. **PUBLIC RECORDS.** The parties understand and agree that all documents of any kind provided to the District may be public records and treated as such in accordance with Florida law.

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

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

17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature pages and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document physically to form one document.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

ATTEST:

Secretary/Asst. Secretary

DISTRICT:

**PRESTON COVE COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

By: _____
Shaman Foradi
Chairman, Board of Supervisors

WITNESSES:

Signed, sealed and delivered in the presence of:

LANDOWNER:

STARLIGHT HOMES FLORIDA L.L.C., a Florida limited liability company

By: _____
Print: _____
Title: _____

Exhibit "A" Fiscal Year 2025 General Fund Budget
Exhibit "B" Landowner Property

Exhibit "A"

Fiscal Year 2025 General Fund Budget

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Exhibit "B"

Landowner Property

Lots 338-342, 357-366, 397-401, 404-435, 437-450, and 452 - 455, Preston Cove Phase 3, according to the plat thereof to be recorded in the Public Records of Osceola County, Florida, which is replat of Tract "FD" as set forth on the "Phase 1 and 2 Plat", and are more particularly described below:

Lots 338 through 342, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 25 South, Range 31 East, Osceola County, Florida, said point also being the Northeast corner of Tract 55, PRESTON COVE PHASE 1 AND 2, according to the plat thereof as recorded in Plat Book 33, Pages 80- 88 of the Public Records of Osceola County, Florida; thence S89°57'07"W, along the North line of the Southwest $\frac{1}{4}$ of said Section 22, a distance of 22.46 feet; thence departing said North line, run N00°40'33"E, a distance of 24.93 feet to a Point of Curvature, Concave to the Southeast, having a Radius of 11.00 feet and a Central Angle of 89°16'34", thence run Northeasterly along the arc of said curve, a distance of 17.14 feet (Chord Bearing = N45°18'50"E, Chord = 15.46 feet); thence N89°57'07"E, a distance of 708.97 feet to the Point of Curve, Concave to the North, having a Radius of 75.00 feet and a Central Angle of 40°59'40", thence run Easterly along said curve, a distance of 53.66 feet (Chord Bearing = N69°27'17"E, Chord = 52.52 feet) to the Point of Beginning; thence continue along said Curve, Concave Northwesterly, having a Radius of 75.00 feet and a Central Angle of 27°50'51"; thence run Northeasterly along said curve a distance of 36.45 feet (Chord Bearing = N35°02'02"E, Chord = 36.09 feet); thence N21°06'36"E, a distance of 126.98 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 50.00 feet and a Central Angle of 91°16'03"; thence run Northwesterly along the Arc of said curve, a distance of 79.65 feet (Chord Bearing = N24°31'25"W, Chord = 71.49 feet); thence N19°50'33"E, a distance of 128.52 feet; thence N89°57'07"E, a distance of 181.16 feet; thence S21°06'36"W, a distance of 377.90 feet; thence S89°47'11"W, a distance of 109.05 feet; thence N41°02'33"W, a distance of 25.00 feet to the Point of Beginning.

Lots 357 through 361, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 25 South, Range 31 East, Osceola County, Florida, said point also being the Northeast corner of Tract 55, PRESTON COVE PHASE 1 AND 2, according to the plat thereof as recorded in Plat Book 33, Pages 80- 88 of the Public Records of Osceola County, Florida; thence S89°57'07"W, along the North line of the Southwest $\frac{1}{4}$ of said Section 22, a distance of 22.46 feet; thence departing said North line, run N00°40'33"E, a distance of 24.93 feet to a Point of Curvature, Concave to the Southeast, having a Radius of 11.00 feet and a Central Angle of 89°16'34", thence run Northeasterly along the arc of said curve, a distance of 17.14 feet (Chord Bearing = N45°18'50"E, Chord = 15.46 feet); thence N11°36'41"W, a distance of 51.04 feet to the Point of Beginning; thence N00°40'33"E, a distance of 302.28 feet; thence N89°57'07"E, a distance of 214.53 feet; thence S00°02'53"E, a distance of 115.00 feet; thence S89°57'07"W, a distance of 26.47 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 75.00 feet and a Central Angle of 90°00'00"; thence run Southwesterly along the Arc of said curve, a distance of 117.81 feet (Chord Bearing = S44°57'07"W, Chord = 106.07 feet); thence S00°02'53"E, a distance of 87.26 feet to the Point of Curvature of a curve,

Concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Southwesterly along the Arc of said curve, a distance of 39.27 feet (Chord Bearing = S44°57'07"W, Chord = 35.36 feet); thence S89°57'07"W, a distance of 91.87 feet to the Point of Beginning.

Lots 362 through 366, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 25 South, Range 31 East, Osceola County, Florida, said point also being the Northeast corner of Tract 55, PRESTON COVE PHASE 1 AND 2, according to the plat thereof as recorded in Plat Book 33, Pages 80- 88 of the Public Records of Osceola County, Florida; thence S89°57'07"W, along the North line of the Southwest $\frac{1}{4}$ of said Section 22, a distance of 22.46 feet; thence departing said North line, run N00°40'33"E, a distance of 24.93 feet to a Point of Curvature, Concave to the Southeast, having a Radius of 11.00 feet and a Central Angle of 89°16'34", thence run Northeasterly along the arc of said curve, a distance of 17.14 feet (Chord Bearing = N45°18'50"E, Chord = 15.46 feet); thence N89°57'07"E, a distance of 177.38 feet; thence N00°02'53"W, a distance of 59.68 feet to the Point of Beginning; thence N00°02'53"W, a distance of 124.89 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 25.00 feet and a Central Angle of 26°46'56"; thence run Easterly along the arc of said curve, a distance of 11.69 feet (Chord Bearing = N76°33'39"E, Chord = 11.58 feet); thence N89°57'07"E, a distance of 227.47 feet to the Point of Curvature of a curve concave to the South, having a Radius of 25.00 feet and a Central Angle of 26°46'18"; thence run Easterly along the Arc of said curve, a distance of 11.68 feet (Chord Bearing = S76°39'44"E, Chord = 11.58 feet); thence S00°02'53"E, a distance of 124.90 feet to a Point on a Non-Tangent Curve, Concave to the North, having a Radius of 25.00 feet and a Central Angle of 26°46'18"; thence run Westerly along the arc of said curve, a distance of 11.68 feet (Chord Bearing = S76°33'58"W, Chord = 11.58 feet); thence S89°57'07"W, a distance of 227.47 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 25.00 feet and a Central Angle of 26°46'56"; thence run Westerly along the Arc of said curve, a distance of 11.69 feet (Chord Bearing = N76°39'25"W, Chord = 11.58 feet) to the Point of Beginning.

Lots 397 through 401, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 25 South, Range 31 East, Osceola County, Florida, said point also being the Northeast corner of Tract 55, PRESTON COVE PHASE 1 AND 2, according to the plat thereof as recorded in Plat Book 33, Pages 80- 88 of the Public Records of Osceola County, Florida; thence S89°57'07"W, along the North line of the Southwest $\frac{1}{4}$ of said Section 22, a distance of 61.95 feet; thence N00°01'46"W, a distance of 35.93 feet; thence S89°53'46"W, a distance of 39.19 feet; thence N00°06'14"W, a distance of 49.89 feet to the Point of Beginning; thence S89°57'07"W, a distance of 94.94 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 84°10'57"; thence run Northwesterly along the Arc of said curve, a distance of 36.73 feet (Chord Bearing = N47°57'24"W, Chord = 33.52 feet) to a Point of Reverse Curve, Concave to the West having a Radius of 225.00 feet and a Central Angle of 04°26'30"; thence Northerly along the arc, a distance of 17.44 feet, (Chord Bearing = N08°05'11"W, Chord = 17.44 feet); thence N10°18'26"W, a distance of 87.25 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 575.00 feet and a Central Angle of 07°32'25"; thence run Northerly along the Arc of said curve, a distance of 75.67 feet (Chord Bearing = N06°32'13"W, Chord = 75.62 feet); thence N02°46'01"W, a distance

of 74.36 feet; thence N89°57'07"E, a distance of 149.86 feet; thence S00°02'53"E, a distance of 275.00 feet to the Point of Beginning.

Lots 404 through 435, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 25 South, Range 31 East, Osceola County, Florida, said point also being the Northeast corner of Tract 55,

PRESTON COVE PHASE 1 AND 2, according to the plat thereof as recorded in Plat Book 33, Pages 80- 88 of the Public Records of Osceola County, Florida; thence the following six (6) courses and distances along the South boundary line of Tract FD, PRESTON COVE PHASE 1 AND 2: thence S89°57'07"W, along the North line of the Southwest $\frac{1}{4}$ of said Section 22, a distance of 61.95 feet; thence N00°01'46"W, a distance of 35.93 feet; thence S89°53'46"W, a distance of 132.89 feet; thence N00°02'53"W, a distance of 42.40 feet; thence S89°57'07"W, a distance of 101.05 feet to the Point of Beginning; thence S89°57'07"W, a distance of 820.21 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 83°09'08"; thence departing said South boundary line, run Northwesterly along the Arc of said curve, a distance of 36.28 feet (Chord Bearing = N48°28'18"W, Chord = 33.18 feet) to a Point of Compound Curve, Concave to the East having a Radius of 275.00 feet and a Central Angle of 06°59'41"; thence Northerly along the arc, a distance of 33.57 feet, (Chord Bearing= N03°23'54"W, Chord =33.55 feet); thence N00°05'57"E, a distance of 149.55 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 89°51'11"; thence run Northeasterly along the Arc of said curve, a distance of 39.21 feet (Chord Bearing = N45°01'32"E, Chord = 35.31 feet); thence N89°57'07"E, a distance of 795.05 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 87°16'52"; thence run Southeasterly along the Arc of said curve, a distance of 38.08 feet (Chord Bearing = S46°24'27"E, Chord = 34.51 feet); thence S02°46'01"E, a distance of 0.25 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 625.00 feet and a Central Angle of 07°32'25"; thence run Southerly along the Arc of said curve, a distance of 82.25 feet (Chord Bearing = S06°32'13"E, Chord = 82.19 feet); thence S10°18'26"E, a distance of 87.25 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 175.00 feet and a Central Angle of 03°27'46"; thence run Southerly along the Arc of said curve, a distance of 10.58 feet (Chord Bearing = S08°34'33"E, Chord = 10.57 feet) to a Point of Compound Curve, Concave to the Northwest having a Radius of 25.00 feet and a Central Angle of 96°47'48"; thence Southwesterly along the arc, a distance of 42.24 feet, (Chord Bearing= S41°33'13"W, Chord =37.39 feet) to the Point of Beginning.

Lots 437 through 450, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract FD, PRESTON COVE PHASE 1 AND 2, according to the plat thereof, as recorded in Plat Book 33, Pages 80-88 of the Public Records of Osceola County, Florida; thence N00°04'22"E, along the West line of said Tract FD, a distance of 307.50 feet; thence departing said West line, run N89°57'07"E, a distance of 246.90 feet to the Point of Beginning; thence N00°05'29"E, a distance of 115.00 feet; thence N89°57'07"E, a distance of 700.00 feet; thence S00°05'29"W, a distance of 115.00 feet; thence S89°57'07"W, a distance of 700.00 feet to the Point of Beginning.

Lots 452 through 455, PRESTON COVE PHASE 3, according to the plat thereof, to be recorded in the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract FD, PRESTON COVE PHASE 1 AND 2, according to the plat thereof, as recorded in Plat Book 33, Pages 80-88 of the Public Records of Osceola County, Florida; thence N89°57'07"E, along the South line of said Tract FD, a distance of 11.76 feet to the Point of Beginning; thence departing said South line, run N00°05'57"E, a distance of 207.50 feet; thence N89°57'07"E, a distance of 115.00 feet; thence S00°05'57"W, a distance of 124.36 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 325.00 feet and a Central Angle of 12°21'23"; thence run Southerly along the Arc of said curve, a distance of 70.09 feet (Chord Bearing = S06°04'45"E, Chord = 69.95 feet); thence S12°15'27"E, a distance of 2.72 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 275.00 feet and a Central Angle of 02°19'03"; thence run Southerly along the Arc of said curve, a distance of 11.12 feet (Chord Bearing = S11°05'55"E, Chord = 11.12 feet); thence S89°57'07"W, a distance of 125.27 feet to the Point of Beginning.

DRAFT

SECTION 6



Memorandum

To: Board of Supervisors

From: District Management

Date: August 27, 2024

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Preston Cove Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes No

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes No

Chair/Vice Chair: _____
Print Name: _____
Preston Cove Community Development District

Date: _____

District Manager: _____
Print Name: _____
Preston Cove Community Development District

Date: _____