AGREEMENT FOR
PRIVATE SUBDIVISION IMPROVEMENTS
MALLORY PARK, PHASE II, SUBPHASE B

This Agreement is entered into as of _________________, 20___, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and DIVOSTA HOMES, LP, a A DELAWARE LIMITED PARTNERSHIP (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer owns property (hereinafter the “Property”) in Manatee County, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a PRIVATE RESIDENTIAL subdivision with private streets and other private improvements, and public water and wastewater improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land development Code (the “Code”) adopted pursuant thereto; and

WHEREAS, Developer has made application to the County for approval of a proposed subdivision or final site plan identified as MALLORY PARK, PHASE II, SUBPHASE B (PLN1806-0076); and

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” attached hereto and incorporated herein by reference (hereinafter, the “Private Improvements”), and the installation of water and/or wastewater utility improvements more particularly described in Exhibit “B-2” attached hereto and incorporated herein by reference (the “Utility Improvements” and collectively with the Private Improvements, the “Improvements”); and

WHEREAS, as the Private Improvements will not be dedicated to the County or to the use and enjoyment of the general public, but will be reserved for the common use and enjoyment of the owners of the Property, and the Utility Improvements will be dedicated to the County; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and
WHEREAS, the Developer as part of its compliance with Section 910 of the Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 910 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and incorporated herein by reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

Article I
INSTALLATION AND MAINTENANCE OF IMPROVEMENTS

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements of PLN1806-0076 (hereinafter, the “Development Order”), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct or maintain, or participate in any way in the construction or maintenance of the Improvements. The Private Improvements shall not be dedicated to the use and enjoyment of the general public, but shall be reserved for the common use and enjoyment of the owners of the Property. Developer shall create a homeowner’s association, a property owner’s association, a community development district and/or some other association (hereinafter the “Association”) acceptable to the County, which shall be responsible for the maintenance of the Private Improvements. The County shall not be required or obligated to maintain the Utility Improvements unless and until the County accepts the Utility Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of
any nature whatsoever.

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over Property in the Project as necessary to allow the County to complete the Improvements.

1.5 Maintenance; Defects. The Association shall be solely responsible for maintaining the Private Improvements after the Developer transfer ownership of such Private Improvements. Developer shall provide and record protective covenants, conditions and restrictions (hereinafter the “Protective Covenants”) satisfactory to the County for the maintenance of the Private Improvements.

The Protective Covenants shall provide a method for the Developer or the Association to assess the owners of the Property for the cost of maintaining the Private Improvements. Moreover, the Protective Covenants shall provide that the Developer or the Association can impose liens against those residential units for which payment of any assessment is not made. The Developer agrees, for itself and on behalf of the Association and all other successors in interest, that the Protective Covenants shall remain in full force and effect at all times.

A. Public Utility Improvements. The Utility Improvements shall be dedicated to the County, and shall be covered by one or more defect securities suitable to the County conditioned to pay for any defects in such improvements which shall become apparent within three (3) years after approval by the County, in accordance with Section 910 of the Code (hereinafter, a “Defect Security”). Should the Developer fail or refuse to correct any defect in any Utility Improvements in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective
Mallory Park, Phase II, Subphase B  
Private Residential Project w/Private Improvement  
(1) Earthwork, Paving, Drainage, General, Irrigation  
(2) Final lift of Asphalt  
(3) Common Area Landscaping and Irrigation

Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvement, the County is hereby authorized to assess the cost of correcting defects in the Improvement against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants an easement over the Property as necessary to allow the County to maintain and correct defects in such Improvements. The Developer, for itself and its successors in ownership, acknowledges that minor settlement may occur with respect to the County’s repair work to roads and driveways and that the Developer shall hold the County harmless from any liability due to any such minor settlement. The Developer acknowledges and agrees that the County shall not be liable or responsible in any manner for removal or replacement of concrete patches in order to match decorative pavements and driveways.

B. Private Street Maintenance: Conversion to Public Streets. The Protective Covenants shall provide that, upon any default by the Developer, the Association or their successors in interest, of the requirements set forth herein to maintain private streets within the subdivision, which in the view of the County constitutes a threat to the public health, safety or welfare, the County, after due notice of its declaration of a default and a reasonable time to cure, may remove any gates, take possession of the rights-of-way for said streets as public streets (without any obligation to compensate the Developer, the Association or other successors in interest) and assume responsibility for maintenance thereof. The Protective Covenants shall provide that the County may complete any deferred maintenance, or improve or reconfigure such streets, as necessary to bring them into compliance with the Code and County standards. The Protective Covenants shall provide that the County may assess the cost incurred pursuant to this subsection against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Protective Covenants shall provide that, alternatively, the County may use a temporary Municipal Service Taxing Unit or Municipal Service Benefit Unit applied to all or a portion of the Property to fund said costs. The Protective Covenants shall provide that the County shall have an easement over the Property as necessary to allow the County to carry out the provisions of this subsection.

The provisions of this Section 1.5 shall survive any release and termination of this
Mallory Park, Phase II, Subphase B
Private Residential Project w/Private Improvement
(1) Earthwork, Paving, Drainage, General, Irrigation
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Agreement pursuant to Section 1.12.

1.6 Right to Withhold Approvals. Failure of the Developer to install the Improvements, or to correct defects in the Utility Improvements during the three-year period specified in Section 15.A, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the remaining Improvements is shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.

1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney’s fees resulting from or relating to the construction, maintenance or control of the Improvements by the Developer, its officers, agents or employees prior to transfer to the Association or dedication to the County, as the case may be. Upon the transfer of Private Improvements to the Association, the Association shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney’s fees, resulting from or relating to the maintenance or control of the Private Improvements by the Association, its officers, agents or employees. Developer shall set forth in the Protective Covenants the above-described maintenance and indemnification obligations of the Association, including a statement which declares that Manatee County is a third-party beneficiary of the Association’s maintenance obligations, that Manatee County has the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction, and that the Association may not amend or remove from the Protective Covenants any of the foregoing language pertaining to the Association’s maintenance and indemnification obligations without the County’s written consent.

1.9 Emergency Access Easements. The Developer shall deed or dedicate to the County emergency access easements to the private drainage systems for emergency maintenance purposes in the event inadequate maintenance of the drainage system creates a hazard to the public health, safety, or general welfare. The granting of such easement shall not be construed to impose any obligation,
burden, responsibility or liability upon the County to enter upon the subject property and take any action to repair or maintain the drainage system.

1.10 **Ingress and Egress Easements for Services and Maintenance.** Developer shall convey or dedicate (a) to delivery, pick-up and fire protection services, police and other governmental agencies, including private utility companies and other private companies providing necessary services to the Property or the owners of the Property, and (b) to the County for the maintenance of the Utility Improvements, perpetual non-exclusive ingress and egress easements over the private road systems.

1.11 **Recordation; Agreement to Run with Land.** This Agreement shall be recorded at Developer’s expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, the Association and all other successors and assigns in interest.

1.12 **Releases.** Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator, or his or her designee, is hereby authorized to execute and record, at Developer’s expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled. The obligations set forth in Section 1.5 hereof shall survive any automatic release, or release and termination, granted pursuant to this Section 1.12.

1.13 **No Limitation of Liability.** The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be constructed as affecting the County’s right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.14 **Exchange and Adjustment of Securities.** Subject to and in accordance with Section 910, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or
Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 910 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 910 of the Code to exercise the County’s rights to draw upon a Performance Security or Defect Security to assure proper completion of, and correction of defects in, the Improvements.

Article II

TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, this Agreement shall terminate upon completion of the Developer’s obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III

AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee, and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV

MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that
this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 **No General Obligation.** Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 **Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.4 **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 **Severability.** The provisions of this Agreement are declared by the parties to be severable.

4.8 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 **Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 **Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified
Mallory Park, Phase II, Subphase B
Private Residential Project w/Private Improvement
(1) Earthwork, Paving, Drainage, General, Irrigation
(2) Final lift of Asphalt
(3) Common Area Landscaping and Irrigation

or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telex transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party here: o shall give written notice as provided herein):

If to County: Manatee County Engineer
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, FL 34208
Facsimile: (941)708-7475

With copy to: Manatee County Attorney’s Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to Developer: Michael Woolery
DiVosta Homes, LP
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134
Facsimile: (239)495-4898

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]
Mallory Park, Phase II, Subphase B
Private Residential Project w/Private Improvement
(1) Earthwork, Paving, Drainage, General, Irrigation
(2) Final lift of Asphalt
(3) Common Area Landscaping and Irrigation

WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: ______________________________________
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this _______ day of ________________, 20___, by ED HUNZEKER (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced ___N/A____ as identification

_________________________________________
NOTARY PUBLIC Signature

_______________________________________
Printed Name
Mallory Park, Phase II, Subphase B
Private Residential Project w/Private Improvement
(1) Earthwork, Paving, Drainage, General, Irrigation
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(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

[Signature]
Print name: [Last Name]

[Signature]
Print name: [Last Name]

DiVosta Homes, LP
a Delaware Limited Partnership

By:
Print Name: Michael Woolery
as its: Vice President of Land Acquisition

24311 Walden Center Drive, Suite 300
Postal Address
Bonita Springs, FL 34134
City State Zip

(Signature of two witnesses or secretary required by law)

DIVOSTA HOMES, L.P., a Delaware limited partnership
By: Divosta Homes Holdings, LLC, a Delaware limited liability company, its General Partner

By: [Signature]
Michael Woolery, Vice President of Land Acquisition

STATE OF FLORIDA
COUNTY OF [Last Name]

The foregoing instrument was acknowledged before me this 28th day of November, 2018, by Michael Woolery, Vice President of Land Acquisition, South Florida Division of Divosta Homes Holdings, LLC, a Delaware limited liability company, as the General Partner of Divosta Homes, L.P., a Delaware limited partnership, on behalf of the partnership, and who is personally known to me or has produced _________ as identification.

[Signature]
NOTARY PUBLIC Signature

[Stamp]
Printed Name

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Mallory Park, Phase II, Subphase B
Private Residential Project w/Private Improvement
(1) Earthwork, Paving, Drainage, General, Irrigation
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EXHIBIT “A”
DESCRIPTION OF PROPERTY
MALLORY PARK, PHASE II, SUBPHASE B

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 5, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

BEGIN at the northeast corner of Mallory Park, Phase I, Subphase D and Phase II, Subphase A as recorded in Plat Book 62, Page 188, in the Public Records of Manatee County, Florida; thence along the north line of said Mallory Park, Phase I, Subphase D and Phase II, Subphase A, for the following nine (9) calls: (1) thence S.78°49'35"W., a distance of 250.00 feet to the point of curvature of a radial curve to the left, having a radius of 3,180.00 feet and a central angle of 00°17'59"; (2) thence southerly along the arc of said curve, a distance of 16.64 feet, said curve having a chord bearing and distance of S.11°19'24"E., 16.64 feet, to the end of said curve; (3) thence S.78°31'36"W., radial to the last stated curve, a distance of 130.14 feet to the point of curvature of a radial curve to the left, having a radius of 3,310.14 feet and a central angle of 03°03'16"; (4) thence southerly along the arc of said curve, a distance of 176.47 feet, said curve having a chord bearing and distance of S.13°00'02"E., 176.44 feet, to the end of said curve; (5) thence S.72°24'25"W., non-tangent to the last stated curve, a distance of 405.45 feet to the point of curvature of a curve to the right having a radius of 18.00 feet and a central angle of 47°22'22"; (6) thence westerly along the arc of said curve, a distance of 14.88 feet to the point of reverse curvature of a curve to the left having a radius of 92.00 feet and a central angle of 47°22'22"; (7) thence westerly along the arc of said curve, a distance of 76.07 feet to the point of tangency of said curve; (8) thence S.72°24'25"W., a distance of 80.70 feet; (9) thence S.17°35'35"E., a distance of 22.00 feet to the northeaster corner of Mallory Park, Phase I, Subphases A, C, and E, as recorded in Plat Book 60, Page 49, in said Public Records; thence N.72°43'12"W., along the northerly line of said Mallory Park, Phase I, Subphases A, C, and E, a distance of 53.21 feet to the point of curvature of a non-tangent curve to the left, having a radius of 1,057.10 feet and a central angle of 22°17'35"; thence northerly along the arc of said curve, a distance of 411.31 feet, said curve having a chord bearing and distance of N.14°13'07"E., 408.72 feet to the point of reverse curvature of a curve to the right having a radius of 42.00 feet and a central angle of 14°17'47"; thence northerly along the arc of said curve, a distance of 10.48 feet to the point of tangency of said curve; thence N.17°22'07"E., a distance of 28.27 feet to the point of curvature of a curve to the right having a radius of 42.00 feet and a central angle of 51°37'38"; thence northeasterly along the arc of said curve, a distance of 37.84 feet to the point of tangency of said curve; thence N.68°59'45"E., a distance of 33.49 feet to the point of curvature of a curve to the right having a radius of 42.00 feet and a central angle of 06°43'00"; thence easterly along the arc of said curve, a distance of 4.92 feet to the end of said curve; thence N.03°25'22"W., non-tangent to the last stated curve, a distance of 140.79 feet; thence N.03°42'17"W., a distance of 50.00 feet; thence N.03°26'12"W., a distance of 130.00 feet to the point of curvature of a radial curve to the left, having a radius of 1,155.00 feet and a central angle of 06°20'38"; thence westerly along the arc of said curve, a distance of 127.88 feet, said curve having a chord bearing and distance of S.83°23'29"W., 127.82 feet, to the point of tangency of said curve; thence S.80°13'10"W., a distance of 102.22 feet; thence N.23°44'55"W., a distance of 142.98 feet; thence N.29°04'10"W., a distance of 229.90 feet to the northerly boundary line of the tract of land described in Official Records Book 2588, Page 7572 in said Public Records; thence along said northerly line for the following three (3) calls: (1) thence N.59°42'47"E., a
distance of 33.76 feet; (2) thence N.53°03'11"E., a distance of 891.35 feet; (3) thence N.89°47'10"E., a distance of 451.80 feet to the westerly right-of-way line of White Eagle Boulevard (130-foot wide public right-of-way, Lakewood Ranch Stewardship District, Official Records Book 2576, Page 2256 in said Public Records) also being the point of curvature of a non-tangent curve to the left, having a radius of 2,930.00 feet and a central angle of 24°29'33"; thence southerly along the arc of said curve and along said westerly right-of-way line, a distance of 1,252.50 feet, said curve having a chord bearing and distance of S.01°04'21"W., 1,242.98 feet to the POINT OF BEGINNING.
Mallory Park, Phase II, Subphase B
Private Residential Project w/Private Improvement
(1) Earthwork, Paving, Drainage, General, Irrigation
    (2) Final lift of Asphalt
    (3) Common Area Landscaping and Irrigation

EXHIBIT “B-1”
PRIVATE IMPROVEMENTS

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<th>Improvement</th>
<th>Estimated Cost</th>
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<td>1  <strong>SUBPHASE B</strong> Earthwork, Paving, Drainage, General, Irrigation</td>
<td>$675,417.00</td>
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<td>2  <strong>SUBPHASE B</strong> Final Lift of Asphalt</td>
<td>$39,020.00</td>
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<td>3  <strong>SUBPHASE B</strong> Common Area Landscaping and Irrigation</td>
<td>$583,809.20</td>
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Mallory Park, Phase II, Subphase B
Private Residential Project w/Private Improvement
(1) Earthwork, Paving, Drainage, General, Irrigation
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EXHIBIT "B-2"
UTILITY IMPROVEMENTS

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Mallory Park, Phase II, Subphase B
Private Residential Project w/Private Improvement
(1) Earthwork, Paving, Drainage, General, Irrigation
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EXHIBIT “C”
PERFORMANCE SECURITIES

<table>
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<th>Bond / LoC</th>
<th>Amount</th>
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July 19, 2018

Stantec Consulting Services, Inc.
Attn: Mr. Douglas C. Brauer, P.E.
6900 Professional Parkway East
Sarasota, FL 34240

(Douglas.Brauer@stantec.com)

RE: **MALLORY PARK, PHASE II, SUBPHASE B – (Private Subdivision)**
(PLN18006-0076)
Performance Cost Estimate
Required Private Improvements
Reason – (Earthwork, Paving, Drainage, General, Irrigation)

Dear Mr. Brauer:

Your cost estimate for the above referenced bond, dated **July 02, 2018**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Private Improvement Performance bond in the amount of **$675,417.00**, which is **130%** of your estimated cost, would be sufficient to assure the County completion of the required private improvements.

If we can be of further assistance, please contact me at (941) 708-7462.

Sincerely,

[Signature]

Sia Mohanazar, P.E., County Engineer
Deputy Director – Engineering Services

SM/jp/jh

cc: Record Management
Jane Oliver, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
Ken LaBarr, Infrastructure Inspection Division Manager, Public Works Department
Karla Ripley, Senior Review Specialist, Public Works Dept.
Greg Marcotte, Sr. Planning & Zoning Tech., Building and Development Services
# Stantec

## Engineers Opinion of Cost - Performance Security Bond

DiVosta Homes  
Mallory Park Phase 2, Subphase B

### Private Improvements

<table>
<thead>
<tr>
<th>Item</th>
<th>Category</th>
<th>Category Total</th>
</tr>
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<tbody>
<tr>
<td>1)</td>
<td>Earthwork</td>
<td>$31,655</td>
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<tr>
<td>2)</td>
<td>Paving</td>
<td>$213,637</td>
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<tr>
<td>3)</td>
<td>Drainage</td>
<td>$200,551</td>
</tr>
<tr>
<td>4)</td>
<td>General</td>
<td>$20,000</td>
</tr>
<tr>
<td>5)</td>
<td>Irrigation</td>
<td>$53,728</td>
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</table>

Mallory Park Phase 2, Subphase B Grand Total: $519,551

Total x 130% (Private Improvements): $675,417

### Certificate of Cost Estimate

I, Douglas C. Brauer, P.E., hereby submit that my opinion of cost for the improvements itemized herein is Five Hundred Nineteen Thousand Five Hundred Fifty One Dollars and No Cents ($519,551.00).

Furthermore, as required by Manatee County Land Development Code Section 722.3.2.2., 130% of these costs specifically, Six Hundred Seventy Five Thousand Four Hundred Seventeen Dollars and No Cents ($675,417.00), is the required amount of the performance security.

Signed and sealed on this 2nd day of July, 2018

Signed: [Signature]

Florida Licensee Engineer #222304
<table>
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<tr>
<th>Item</th>
<th>Description</th>
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<tr>
<td>1)</td>
<td>Sodding</td>
<td>SY</td>
<td>1,800</td>
<td>$1.55</td>
<td>$2,790.00</td>
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<td>2)</td>
<td>Seed and Mulch</td>
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<td>3)</td>
<td>Clearing and Grubbing</td>
<td>AC</td>
<td>0</td>
<td>$1,700.00</td>
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<tr>
<td>4)</td>
<td>Staked Silt Fence</td>
<td>LF</td>
<td>4,900</td>
<td>$1.55</td>
<td>$7,595.00</td>
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<td>5)</td>
<td>Temporary Gravel Entrance</td>
<td>EA</td>
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<td>$2,500.00</td>
<td>$2,500.00</td>
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<td>6)</td>
<td>Compliance with FDEP and NPDES</td>
<td>LS</td>
<td>1</td>
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<td>$750.00</td>
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<td>7)</td>
<td>Final Dress</td>
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**Earthwork Total:** $31,635.00
## Paving

<table>
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<tbody>
<tr>
<td>1)</td>
<td>1&quot; Type S-3 Asphalt</td>
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<td>6&quot; Shell Rock Base</td>
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<td>$58,113.00</td>
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<tr>
<td>3)</td>
<td>6&quot; Stabilized Subbase</td>
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<tr>
<td>4)</td>
<td>2' Valley Curb</td>
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<td>$35,860.00</td>
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<td>5)</td>
<td>4' Concrete Sidewalk</td>
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<td>6)</td>
<td>Handicap Ramps</td>
<td>EA</td>
<td>2</td>
<td>$967.00</td>
<td>$1,934.00</td>
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<td>7)</td>
<td>Signage and Striping</td>
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<td>1</td>
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**Paving Total:** $213,637.46
## Drainage

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<td>Storm Manhole</td>
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<td>4)</td>
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<tr>
<td>5)</td>
<td>15&quot; RCP</td>
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<td>31</td>
<td>$20.00</td>
<td>$620.00</td>
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<tr>
<td>6)</td>
<td>18&quot; RCP</td>
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<td>24&quot; RCP</td>
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<td>48&quot; RCP</td>
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<td>9)</td>
<td>60&quot; RCP</td>
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<td>363</td>
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**Drainage Total:** $200,551.00
### General

<table>
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<tr>
<th>Item</th>
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<tbody>
<tr>
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<td>Construction Stakeout</td>
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<td>$12,000.00</td>
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<td>2)</td>
<td>Record Drawings</td>
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General Total: $20,000.00
## Irrigation

<table>
<thead>
<tr>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td>1)</td>
<td>6&quot; PVC Irrigation Main</td>
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<td>6&quot; DIP Irrigation Main</td>
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<td>4)</td>
<td>4&quot; DIP Irrigation Main</td>
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<td>$25.00</td>
<td>$625.00</td>
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<tr>
<td>5)</td>
<td>6&quot; Gate Valve with Box</td>
<td>EA</td>
<td>5</td>
<td>$1,232.00</td>
<td>$6,160.00</td>
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<tr>
<td>6)</td>
<td>4&quot; Gate Valve with Box</td>
<td>EA</td>
<td>1</td>
<td>$1,016.00</td>
<td>$1,016.00</td>
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<tr>
<td>7)</td>
<td>3&quot; Gate Valve with Box</td>
<td>EA</td>
<td>0</td>
<td>$935.00</td>
<td>0</td>
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<tr>
<td>8)</td>
<td>2&quot; Blowoff</td>
<td>EA</td>
<td>1</td>
<td>$1,100.00</td>
<td>$1,100.00</td>
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<tr>
<td>9)</td>
<td>Tie into existing</td>
<td>EA</td>
<td>1</td>
<td>$1,452.00</td>
<td>$1,452.00</td>
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<tr>
<td>10)</td>
<td>Testing</td>
<td>LS</td>
<td>1</td>
<td>$1,205.00</td>
<td>$1,205.00</td>
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</table>

**Irrigation Total:** $53,728.00
July 19, 2018

Stantec Consulting Services, Inc.
Attn: Mr. Douglas C. Brauer, P.E.
6900 Professional Parkway East
Sarasota, FL 34240

RE: **MALLORY PARK, PHASE II, SUBPHASE B – (Private Subdivision)**
(PLN1806-0076)
Performance Cost Estimate
Required Private Improvements
Reason – (Final Lift of Asphalt)

(Douglas.Brauer@stantec.com)

Dear Mr. Brauer:

Your cost estimate for the above referenced bond, dated June 14, 2018, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Private Improvement Performance bond in the amount of $39,020.00, which is 130% of your estimated cost, would be sufficient to assure the County completion of the required private improvements.

If we can be of further assistance, please contact me at (941) 708-7462.

Sincerely,

Sia Mollanazar, P.E., County Engineer
Deputy Director – Engineering Services

SM/jp/jh

cc: Record Management
Jane Olivar, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
Ken LaBarr, Infrastructure Inspection Division Manager, Public Works Department
Karla Ripley, Senior Review Specialist, Public Works Dept.
Greg Marcotte, Sr. Planning & Zoning Tech., Building and Development Services
## Private Improvements-Final Lift

<table>
<thead>
<tr>
<th>Item</th>
<th>Category Total</th>
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</thead>
<tbody>
<tr>
<td>1) Final Lift of Asphalt</td>
<td>$30,015</td>
</tr>
</tbody>
</table>

**Mallory Park Phase 2, Subphase B Grand Total:** $30,015

**Total x 130% (Private Improvements):** $39,020

---

**Certificate of Cost Estimate**

I, Douglas C. Brauer, P.E., hereby submit that my opinion of cost for the improvements itemized herein is Thirty Thousand Fifteen Dollars and No Cents ($30,015.00).

Furthermore, as required by Manatee County Land Development Code Section 722.3.2.2., 130% of these costs specifically, Thirty Nine Thousand Twenty Dollars and No Cents ($39,020.00), is the required amount of the performance security.

Signed and sealed on this 14th day of June, 2019.

Signed: [Signature]

Douglas C. Brauer, P.E.
Florida Licensed Engineer No. 62504

[Stamp: STATE OF FLORIDA PROFESSIONAL ENGINEER]

---

V:\2158\active\215812474\civil\cost_opinion\ach_eopc_perf-bonds_MalloryPark-phase2_subphase_B_2018-06-01.xdm
Private Improvements-Final Lift
8/14/2018 - 3:25 PM 1 of 2
### Final Lift of Asphalt

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity (est.)</th>
<th>Unit Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1)</td>
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<td>SY</td>
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<td>$4.50</td>
<td>$26,415.00</td>
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<tr>
<td>2)</td>
<td>Traffic Control Striping and Pavement Markings</td>
<td>LS</td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
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<tr>
<td>3)</td>
<td>Permanent Control Point Installation</td>
<td>LS</td>
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<td>$1,600.00</td>
<td>$1,600.00</td>
</tr>
</tbody>
</table>

**Final Lift of Asphalt Total:** $30,015.00
November 20, 2018

Mr. Christopher Sutton, ASLA
Stantec
6900 Professional Parkway East
Sarasota, FL 34204-8414

RE: Mallory Park Phase 2B
PDMU-06-30/15-5-04(P)(R2)/FSP-15-07(R2)/18-5-30(F) (DTS 20170116)
(PLN1806-0076, PLN1809-0062)
Performance Cost Estimate
Required Private Improvements
Reason – (Common Area Landscaping and Irrigation)

Dear Chris:

The cost estimate for the above referenced bond, dated November 15, 2018, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Private Improvement Performance Security in the amount of $583,809.20 which is 130% of your estimated costs, would be sufficient to assure the County completion of the required landscape, irrigation, nuisance species removal, signage and wetland buffer enhancement private improvements.

If we can be of further assistance, please contact me at (941) 748-4501, ext. 6847.

Sincerely,

Kathleen Davis
Planner II
Environmental Review Section

Cc: Jane Oliver, Public Works Dept. – Fiscal Services
Karla Ripley, Public Works Dept. – Infrastructure Engineering
Kimberly Middleton, Final Plat Review
If we can be of further assistance, please contact me at (941) 748-9501 ext. 6477.

With all of the improvements to serve the above protected development is approved, the Appendix B.

Dear Chris,

Reason - (Common Area Landscaping and Irrigation)

Palm Beach County

1111 North Avenue West

Envirormental Review Section
Building and Development Services

November 20, 2013
<table>
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<tr>
<th>Landscape</th>
</tr>
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<tbody>
<tr>
<td>Item</td>
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<tr>
<td>----------</td>
</tr>
<tr>
<td>1) Landscaping</td>
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<tr>
<td></td>
</tr>
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</table>

Millcreek Park - Phase 2B Grand Total: $532,409.20

Total x 130% (Landscape) $583,409.20

Certificate of Cost Estimate

Christopher H. Suller, LA, hereby submits this opinion of cost for the improvements itemized herein in Four Hundred Forty Nine Thousand Eighty Four Dollars and No Cents ($449,844.00).

Furthermore, as required by Manatee County Land Development Code Section 722.3.2.2, 130% of these costs specifically, Five Hundred Thirty Three Thousand Eight Hundred Eighty Dollars and Twenty Cents ($533,880.20), is the required amount for the performance security.

Signed

Christopher Suller
LA

Firm License No. LA667123

5/18
## Stantec

**Engineer's Opinion of Cost - Private Performance Bond**

**VistaHomes**

**Millery Park - Phase 2B**

### Landscaping

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<td>V. greggii grand. Foli, 50 Standard / Southern Magnolia</td>
<td>EA 8</td>
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<tr>
<td>6523</td>
<td>P. X aurea 'Sunsol'</td>
<td>EA 12</td>
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<td>1,428.00</td>
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<td>6526</td>
<td>Quercus virginiana, Local Cult.</td>
<td>EA 30</td>
<td>55.00</td>
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<td>6527</td>
<td>FSC</td>
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<td>16,500.00</td>
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<td>6528</td>
<td>Laburnum x watereri 'Vossii' in Medium Size Pot</td>
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<td>520.00</td>
<td>5,200.00</td>
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<td>6529</td>
<td>Malus x 'Braeburn' in Medium Size Pot</td>
<td>EA 10</td>
<td>250.00</td>
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<tr>
<td>6530</td>
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<td>6531</td>
<td>Olearia leucocephala 'Penda'</td>
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<td>6532</td>
<td>Australian Eucalyptus and Grevillea</td>
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<td>2,000.00</td>
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<td>Hosta 'Lynwood' in Medium Size Pot</td>
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### Irrigation

- **100% Automation System**

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**Total Landscaping**

$4,999.00

11/5/2016 9:48 PM

Page 2 of 2
AGREEMENT FOR PRIVATE SUBDIVISION
WITH PUBLIC IMPROVEMENTS
MALLORY PARK PHASE II, SUBPHASE B

This Agreement is entered into as of _________________, 20__, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and DIVOSTA HOMES, LP, a A DELAWARE LIMITED PARTNERSHIP (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer owns property (hereinafter the “Property”) in Manatee County, Florida, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a PRIVATE RESIDENTIAL subdivision with public improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the “Code”) adopted pursuant thereto; and

WHEREAS, Developer has made application to the County, Florida, for approval of a proposed subdivision or final site plan identified as MALLORY PARK PHASE II, SUBPHASE B (PLN1806-0076);

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” and Exhibit “B-2” attached hereto and incorporated herein by reference (hereinafter, the “Improvements”); and

WHEREAS, as the Improvements will be dedicated to the County for the use and enjoyment of the general public; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

WHEREAS, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and
incorporated herein by this reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

Article I
INSTALLATION OF IMPROVEMENTS

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements of PLN1806-0076 (hereinafter, the “Development Order”), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct, or participate in any way in the construction of, the Improvements. The County shall not be required or obligated to maintain the Improvements unless and until the County accepts the Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever excepting expenses necessary to maintain Improvements accepted by the County.

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete
the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over the Property as necessary to allow the County to complete the Improvements.

1.5 Maintenance; Defects. Upon the construction of Improvements on or in dedicated rights-of-way or easements by the Developer, and the acceptance thereof by the County, the County will thereafter assume the cost of maintenance of the same; provided that all such Improvements shall be covered by one or more defects securities suitable to the County conditioned to pay for any defects in such improvements which shall become apparent within three (3) years after acceptance by the County, in accordance with Section 337 of the Code (hereinafter, individually a “Defect Security”, and collectively the “Defect Securities”). Should the Developer fail or refuse to correct any defect in any installed Improvement in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvements, the County is hereby authorized to assess the cost of correcting defects in the Improvements against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County taxes. The Developer, his successors and assigns, hereby grants an easement over property in the Project as necessary to allow the County to maintain and correct defects in the Improvements.

1.6 Right to Withhold Approvals. Failure of the Developer to install the Improvements, or to correct defects in improvements during the three-year period specified in Section 1.5, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the remaining Improvements is shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse
impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.

1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney’s fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the construction, maintenance or control of the Improvements prior to dedication to the County.

1.9 Recordation; Agreement to Run with Land. This Agreement shall be recorded at Developer’s expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, and all other successors and assigns in interest.

1.10 Releases. Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator or his or her designee is hereby authorized to execute and record, at Developer’s expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled.

1.11 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be construed as affecting the County’s right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.12 Exchange and Adjustment of Securities. Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so.
pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County’s rights to draw upon a Performance Security or Defect Security to assure proper completion of, or correction of defects in, the Improvements.

1.13 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days with the submission of the defect security and release of the performance security.

Article II
TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, shall terminate upon completion of the Developer’s obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III
AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV
MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).
4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 Severability. The provisions of this Agreement are declared by the parties to be severable.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):
If to County:  Manatee County Engineer
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, FL 34208
Facsimile: (941)708-7475

With copy to:  Manatee County Attorney’s Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to Developer:  Michael Woolery
DiVosta Homes, LP
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134
Facsimile: (239)495-4898

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]
WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: __________________________
    County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this _____ day of ________________, 20____, by _____ Ed Hunzeker _____ (County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced _____ N/A_____ as identification.

__________________________________________
NOTARY PUBLIC Signature

__________________________________________
Printed Name
Mallory Park Phase II, Subphase B – Private Project w/Public Improvement
Water, Wastewater

(DEVeLOPER)

Signed, sealed and delivered in the presence
of Witnesses:

Print name: Walter Grassman

Print name: Charles Pereira

DiVosta Homes, LP
a Delaware Limited Partnership

By: ________________________________
Print Name: Michael Woolery
as its: Vice President of Land Acquisition

24311 Walden Center Drive, Suite 300
Postal Address
Bonita Springs FL 34134
City State Zip

(Signature of two witnesses or secretary required by law)

DIVOSTA HOMES, L.P., a Delaware limited partnership
By: Divosta Homes Holdings, LLC, a Delaware limited liability company, its General Partner

By: ________________________________
Michael Woolery, Vice President of Land Acquisition

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28th day of November, 2018, by
Michael Woolery, Vice President of Land Acquisition, South Florida Division of Divosta
Homes Holdings, LLC, a Delaware limited liability company, as the General Partner of Divosta
Homes, L.P., a Delaware limited partnership, on behalf of the partnership, and who is personally
known to me or has produced __________ as identification.

__________________________
NOTARY PUBLIC Signature

Printed Name

Notary Public State of Florida
Phyllis Hoffman Wilson
My Commission GQ 010695
Expires 07/12/2020
Mallory Park Phase II, Subphase B – Private Project w/Public Improvement
Water, Wastewater

EXHIBIT “A”
DESCRIPTION OF PROPERTY
MALLORY PARK, PHASE II, SUBPHASE B

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land lying in Section 5, Township 35 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

BEGIN at the northeast corner of Mallory Park, Phase I, Subphase D and Phase II, Subphase A as recorded in Plat Book 62, Page 188, in the Public Records of Manatee County, Florida; thence along the north line of said Mallory Park, Phase I, Subphase D and Phase II, Subphase A, for the following nine (9) calls: (1) thence S.78°49’35”W., a distance of 250.00 feet to the point of curvature of a radial curve to the left, having a radius of 3,180.00 feet and a central angle of 00°17’59”; (2) thence southerly along the arc of said curve, a distance of 16.64 feet, said curve having a chord bearing and distance of S.11°19’24”E., 16.64 feet, to the end of said curve; (3) thence S.78°31’36”W., radial to the last stated curve, a distance of 130.14 feet to the point of curvature of a radial curve to the left, having a radius of 3,310.14 feet and a central angle of 03°03’16”; (4) thence southerly along the arc of said curve, a distance of 176.47 feet, said curve having a chord bearing and distance of S.13°00’02”E., 176.44 feet, to the end of said curve; (5) thence S.72°24’25”W., non-tangent to the last stated curve, a distance of 405.45 feet to the point of curvature of a curve to the right having a radius of 18.00 feet and a central angle of 47°22’22”; (6) thence westerly along the arc of said curve, a distance of 14.88 feet to the point of reverse curvature of a curve to the left having a radius of 92.00 feet and a central angle of 47°22’22”; (7) thence westerly along the arc of said curve, a distance of 76.07 feet to the point of tangency of said curve; (8) thence S.72°24’25”W., a distance of 80.70 feet; (9) thence S.17°35’35”E., a distance of 22.00 feet to the northeasterly corner of Mallory Park, Phase I, Subphases A, C, and E, as recorded in Plat Book 60, Page 49, in said Public Records; thence N.72°43’12”W., along the northerly line of said Mallory Park, Phase I, Subphases A, C, and E, a distance of 53.21 feet to the point of curvature of a non-tangent curve to the left, having a radius of 1,057.10 feet and a central angle of 22°17’35”; thence northerly along the arc of said curve, a distance of 411.31 feet, said curve having a chord bearing and distance of N.14°13’07”E., 408.72 feet to the point of reverse curvature of a curve to the right having a radius of 42.00 feet and a central angle of 14°17’47”; thence northerly along the arc of said curve, a distance of 10.48 feet to the point of tangency of said curve; thence N.17°22’07”E., a distance of 28.27 feet to the point of curvature of a curve to the right having a radius of 42.00 feet and a central angle of 51°37’38”; thence northeasterly along the arc of said curve, a distance of 37.84 feet to the point of tangency of said curve; thence N.68°59’45”E., a distance of 33.49 feet to the point of curvature of a curve to the right having a radius of 42.00 feet and a central angle of 06°43’00”; thence easterly along the arc of said curve, a distance of 4.92 feet to the end of said curve; thence N.03°25’22”W., non-tangent to the last stated curve, a distance of 140.79 feet; thence N.03°42’17”W., a distance of 50.00 feet; thence N.03°26’12”W., a distance of 130.00 feet to the point of curvature of a radial curve to the left, having a radius of 1,155.00 feet and a central angle of 06°20’38”; thence westerly along the arc of said curve, a distance of 127.88 feet, said curve having a chord bearing and distance of S.83°23’29”W., 127.82 feet, to the point of tangency of said curve; thence S.80°13’10”W., a distance of 102.22 feet; thence N.23°44’55”W., a distance of 142.98 feet; thence N.29°04’10”W., a distance of 229.90 feet to the northerly boundary line of the tract of land described in Official Records Book 2588, Page 7572 in said Public Records; thence along said northerly line for the following three (3) calls: (1) thence N.59°42’47”E., a
distance of 33.76 feet; (2) thence N.53°03'11"E., a distance of 891.35 feet; (3) thence N.89°47'10"E., a distance of 451.80 feet to the westerly right-of-way line of White Eagle Boulevard (130-foot wide public right-of-way, Lakewood Ranch Stewardship District, Official Records Book 2576, Page 2256 in said Public Records) also being the point of curvature of a non-tangent curve to the left, having a radius of 2,930.00 feet and a central angle of 24°29'33"; thence southerly along the arc of said curve and along said westerly right-of-way line, a distance of 1,252.50 feet, said curve having a chord bearing and distance of S.01°04'21"W., 1,242.98 feet to the POINT OF BEGINNING.
Mallory Park Phase II, Subphase B – Private Project w/Public Improvement
Water, Wastewater

EXHIBIT "B-1"
PUBLIC IMPROVEMENTS

<table>
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<tr>
<th></th>
<th>Improvement</th>
<th>Estimated Cost</th>
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<tbody>
<tr>
<td>1</td>
<td>SUBPHASE B</td>
<td>$382,230.00</td>
</tr>
<tr>
<td></td>
<td>Water, Wastewater</td>
<td></td>
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EXHIBIT "B-2"
IMPROVEMENTS

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES (Master Utility Plan) FOR THE ENTIRE DEVELOPMENT

REQUIRED AT TIME OF DEFECT
EXHIBIT “C”
PERFORMANCE SECURITIES

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<tr>
<th>Bond / LoC</th>
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<tr>
<td>SUBPHASE B Surety Bond No. SUR0051892 Issued Thru Argonaut Insurance Co.</td>
<td>$382,230.00</td>
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July 19, 2018

Stantec Consulting Services, Inc.
Attn: Mr. Douglas C. Brauer, P.E.
6900 Professional Parkway East
Sarasota, FL  34240

(DE) Douglas.Brauer@stantec.com

RE:  **MALLORY PARK, PHASE II, SUBPHASE B – Private Subdivision**
(PLN1806-0076)
Performance Cost Estimate
Required Public Improvements
Reason – (Water, Wastewater)

Dear Mr. Brauer:

Your cost estimate for the above referenced bond, dated **June 14, 2018**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Public Improvement Performance bond in the amount of **$382,230.00** which is 130% of your estimated cost, would be sufficient to assure the County completion of the required public improvements.

If we can be of further assistance, please contact me at (941) 708-7462.

Sincerely,

[Signature]

Sfa Mollanazar, P.E., County Engineer
Deputy Director – Engineering Services

SM/jp/jh

cc:  Record Management
    Jane Oliver, Fiscal Analyst, Public Works Department
    Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
    Ken LaBarr, Infrastructure Inspection Division Manager, Public Works Department
    Karla Ripley, Senior Review Specialist, Public Works Dept.
    Greg Marziale, Sr. Planning & Zoning Tech., Building and Development Services
Public Improvements

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<th>Category</th>
<th>Category Total</th>
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<td>1)</td>
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<tr>
<td>2)</td>
<td>Wastewater</td>
<td>$157,598</td>
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Mallory Park Phase 2, Subphase B Grand Total: $294,023

Total x 130% (Public Improvements): $382,230

Certificate of Cost Estimate

I, Douglas C. Brauer, P.E., hereby submit that my opinion of cost for the improvements itemized herein is Two Hundred Ninety Four Thousand Twenty Three Dollars and No Cents ($294,023.00).

Furthermore, as required by Manatee County Land Development Code Section 722.3.2.2., 130% of these costs specifically, Three Hundred Eighty Two Thousand Two Hundred Thirty Dollars and No Cents ($382,230.00), is the required amount of the performance security.

Signed and sealed on this 14th day of June, 2018

[Signature]

Douglas C. Brauer
Florida Licensed Engineer No. 82304
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity (est.)</th>
<th>Unit Price</th>
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### Water

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<th>Unit</th>
<th>Quantity (est.)</th>
<th>Unit Price</th>
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**Water Total:** $136,425.00
# Wastewater

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<th>Item</th>
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<th>Quantity (est.)</th>
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Wastewater Total: $157,598.00
July 19, 2018

Stantec Consulting Services, Inc.  
Attn: Mr. Douglas C. Brauer, P.E.  
6900 Professional Parkway East  
Sarasota, FL 34240

(RE: MALLORY PARK, PHASE II, SUBPHASE B – Private Subdivision  
(PLN1806-0076)  
Performance Cost Estimate  
Required Public Improvements  
Reason – (Water, Wastewater)

Dear Mr. Brauer:

Your cost estimate for the above referenced bond, dated June 14, 2018, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Public Improvement Performance bond in the amount of $382,230.00 which is 130% of your estimated cost, would be sufficient to assure the County completion of the required public improvements.

If we can be of further assistance, please contact me at (941) 708-7462.

Sincerely,

Sir Moilanazar, P.E., County Engineer  
Deputy Director – Engineering Services

SM/jp/jh

cc: Record Management  
Jane Oliver, Fiscal Analyst, Public Works Department  
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.  
Ken LaBarr, Infrastructure Inspection Division Manager, Public Works Department  
Karla Ripley, Senior Review Specialist, Public Works Dept.  
Greg Marzvitte, Sr. Planning & Zoning Tech., Building and Development Services
Public Improvements

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Mallory Park Phase 2, Subphase B Grand Total: $294,023

Total x 130% (Public Improvements): $382,230

Certificate of Cost Estimate

I, Douglas C. Brauer, P.E., hereby submit that my opinion of cost for the improvements itemized herein is Two Hundred Ninety Four Thousand Twenty Three Dollars and No Cents ($294,023.00).

Furthermore, as required by Manatee County Land Development Code Section 722.3.2.2., 130% of these costs specifically, Three Hundred Eighty Two Thousand Two Hundred Thirty Dollars and No Cents ($382,230.00), is the required amount of the performance security.

Signed and sealed on this 14th day of June, 2018

Signed: Douglas C. Brauer, P.E.
Florida Licensed Engineer No. 62364
## Water

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## Water

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**Water Total:** $136,435.00
# Engineers Opinion of Cost - Performance Security Bond
## DiVosta Homes
### Mallory Park Phase 2, Subphase B

## Wastewater

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# Wastewater

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Wastewater Total: $157,598.00
State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MALLORY PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on February 29, 2016, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number N16000002106. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N16000002106.

Authentication Code: 316A00004233-030116-N16000002106-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the First day of March, 2016

[Signature]

Ken Detzner
Secretary of State
ARTICLES OF INCORPORATION
FOR
MALLORY PARK HOMEOWNERS ASSOCIATION, INC.
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 FOR
 ARTICLES OF INCORPORATION
 OF
 MALLORY PARK HOMEOWNERS ASSOCIATION, INC.

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<td>REGISTERED OFFICE AND REGISTERED AGENT</td>
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ARTICLES OF INCORPORATION
MALLORY PARK HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 617.02011, Florida Statutes, the undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, the Florida Not-for-Profit Corporation Act.

ARTICLE I

NAME: The name of the corporation, herein called the “Association”, is Mallory Park Homeowners Association, Inc., and its address is c/o DiVosta Homes, L.P., 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 720.301, Florida Statutes (2015) shall apply to terms used in these Articles, unless otherwise defined in the Declaration of Covenants, Conditions and Restrictions for Mallory Park (“Declaration”).

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not-for-Profit Corporation Act and Chapter 720, Florida Statutes (the “Act”) for the operation of a community to be known as “Mallory Park”, located in Manatee County, Florida. The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners’ association under the laws of the State of Florida, except as expressly limited or modified by the Governing Documents; and it shall have all of the powers and duties reasonably necessary to operate Mallory Park pursuant to the Governing Documents as they may hereafter be amended, including, but not limited to the following:

(A) To make and collect Assessments against the Members to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Common Area.

(C) To purchase insurance for the protection of the Common Area, the Association and the Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements to the Common Area.

(E) To make, amend and enforce Rules and Regulations as set forth in the Governing Documents.
(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as may be provided in the Governing Documents.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to Mallory Park and the Governing Documents.

(H) To contract for the management and maintenance of Mallory Park, and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Governing Documents to be exercised by the Association’s Board of Directors or the Members.

(I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of Mallory Park.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

(N) To maintain and operate the Stormwater Management System, as more particularly described in the Declaration.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Common Area and other property the Association is obligated to maintain pursuant to the Governing Documents, including any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

Notwithstanding the foregoing, prior to the termination, dissolution or final liquidation of the Association, the Stormwater Management System, real property containing the Stormwater Management System and water management portions of the Common Area will be conveyed to an agency of local government determined to be acceptable to the Southwest Florida Water Management District. If the agency of local government refuses to accept the conveyance, the Stormwater Management System, real property containing the Stormwater Management System and water management portions of the Common Area will be dedicated to and accepted by an entity that is acceptable to the Southwest Florida Water Management District.

Annexation of additional properties, mergers and consolidations, mortgaging of Common Area and dissolution of the Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration (“HUD/VA”) as long as there is a Class “B” membership.
ARTICLE IV

MEMBERSHIP:

(A) The Members shall be the record owners of a fee simple interest in one or more Parcels. Class "A" Members are all owners other than the Developer. The Class "B" Member is the Developer as further provided in the Association's Bylaws.

(B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Association's Bylaws with respect to the Class "B" Member, the owners of each Parcel, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Association's Bylaws.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Association's Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Association's Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Association shall initially be appointed by and shall serve at the pleasure of the Developer, and on and following the Turnover Date, the Board of Directors shall be elected by the Members in the manner determined by the Association's Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association's Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Association's Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members, and they shall serve at the pleasure of the Board of Directors. The initial Directors are as follows:

Casey Grant
c/o DiVosta Homes, L.P.,
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134
Scott Brooks  
c/o DiVosta Homes, L.P.  
24311 Walden Center Drive, Suite 300  
Bonita Springs, FL 34134

Michael Woolery  
c/o DiVosta Homes, L.P.  
24311 Walden Center Drive, Suite 300  
Bonita Springs, FL 34134

The initial Officers are as follows: Casey Grant - President; Michael Woolery, Vice President; and Scott Brooks - Secretary/Treasurer.

ARTICLE VIII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Subsequent to the Turnover Date, amendments to these Articles may be proposed by the Board of Directors or by a written petition to the Board of Directors, signed by at least one-fourth (1/4) of the Voting Interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board of Directors or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Prior to the Turnover Date, amendments shall be adopted by the Board of Directors. Subsequent to the Turnover Date, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests, at any annual or special meeting. As long as the Developer owns a Parcel, an amendment to these Articles shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer’s discretion, provided, further, that regardless of whether the Developer owns a Parcel, no amendment shall be effective if it affects the Developer’s rights or alters any provision made for the Developer’s benefit. Amendment of these Articles requires prior written approval of HUD/VA as long as there is a Class “B” membership.

(D) Effective Date. An amendment shall become effective upon filing Articles of Amendment with the Florida Department of State and recording a Certificate of Amendment in the Public Records of Manatee County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys’ fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the
Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator is as follows:

Casey Grant
c/o DiVosta Homes, L.P.
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT: The name and address of the Registered Agent and the address of the Registered Office is:

Casey Grant
c/o DiVosta Homes, L.P.
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134

IN WITNESS WHEREOF, the undersigned, for the purpose of forming a corporation not for profit to do business in the State of Florida, under the laws of Florida, makes and files these Articles of Incorporation, hereby declares and certifies the facts herein stated are true and hereunto set my hand this 25th day of February, 2016.

[Signature]
Casey Grant, Incorporator

4844-7019-5758
CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

   MALLORY PARK HOMEOWNERS ASSOCIATION, INC.

2. The name and address of the registered agent and office is:

   Casey Gant
   c/o DiVosta Homes, L.P.
   24311 Walden Center Drive, Suite 300
   Bonita Springs, FL 34134

   [Signature]

   Casey Gant, President

   DATE: 2/25/16

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

   [Signature]

   Casey Gant

   DATE: 2/25/16
BYLAWS

FOR

MALLORY PARK HOMEOWNERS ASSOCIATION, INC.

EXHIBIT "C"
# TABLE OF CONTENTS

**FOR**

**BYLAWS**

**OF**

**MALLORY PARK HOMEOWNERS ASSOCIATION, INC.**

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BYLAWS

MALLORY PARK HOMEOWNERS ASSOCIATION, INC.

1. GENERAL: These are the Bylaws of Mallory Park Homeowners Association, Inc., hereinafter the “Association”, a corporation not for profit organized under the laws of Florida for the purpose of operating Mallory Park pursuant to the Florida Not-For-Profit Corporation Act.

1.1 Principal Office. The principal office of the Association is c/o DiVosta Homes, L.P., 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134.

1.2 Seal. The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words “Florida” and “not-for-profit.” The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 Definitions. The definitions set forth in the Declaration and the Act shall apply to terms used in these Bylaws.

2. MEMBERS:

2.1 Qualifications. The Members shall be the record owners of legal title to the Parcels in Mallory Park. In the case of a Parcel subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Parcel for purposes of determining voting and use rights. Membership shall become effective upon the last to occur of the following:

(A) Recording a deed or other instrument evidencing legal title to the Parcel in the Public Records of Manatee County, Florida.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Delivery to the Association, if required, of a written designation of the Primary Occupants.

The failure to comply with the prerequisites set forth in (B)-(C) above shall not release the Member from the obligation to comply with the Governing Documents, but shall otherwise preclude such Member from obtaining the benefits of membership, including, without limitation, the right to receive notices and the right to vote on Association matters.

2.2 Voting Interest. The Class “A” Members are entitled to one (1) vote for each Parcel they own. The total number of Class “A” votes shall not exceed the total number of Parcels subject to the Declaration. The Class “B” Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class “A” Members plus one (1) vote; provided that subsequent to the Turnover Date, the Class “B” Member shall be entitled to one (1) vote for each Parcel it owns. The vote of a Parcel is not divisible. If a Parcel is owned by one (1) natural person, his right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two (2) or more natural persons that are not acting as trustees, that Parcel’s vote may be cast by any one (1) of the Owners. If two (2) or more Owners do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Owner is a corporation, partnership, limited liability company, trust, trustee or other entity other than a natural
person, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of the Owner of a Parcel is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 2.2 above, unless the joinder of all Owners is specifically required.

2.4 Change of Membership. A change of membership shall be established as provided in Section 2.1 above; and the membership of the prior Owner shall thereby be automatically terminated.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS’ MEETINGS; VOTING:

3.1 Annual Meeting. There shall be an Annual meeting of the Members in each calendar year. The Annual meeting shall be held in Manatee County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any business duly authorized to be transacted by the Members.

3.2 Special Members’ Meetings. Prior to the Turnover Date, Special Members’ meetings must be held whenever called by the President or by a majority of the Directors. Subsequent to the Turnover Date, Special Members’ meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by Members having at least twenty-five percent (25%) of the Voting Interests. The business at any Special Members’ meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Members’ meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The Notice of Meeting must be sent to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery. The Member is responsible for providing the Association with notice of any change of address. The Notice of Meeting must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may waive notice of any meeting at any time, but only by written waiver. Notice to the Members of meetings of the Board of Directors, meetings of a committee requiring notice in the same manner as meetings of the Board of Directors, and Annual and Special meetings of the Members, may be electronically transmitted in the manner set forth in Section 617.0141, F.S. (except as limited by the Act and these Bylaws). Notice by electronic transmission is effective when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the Member has consented to receive notice; when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Member has consented to consult, upon the later of: such correct posting, or the giving of a separate notice to the Member of the fact of such specific posting; or when correctly transmitted to the Member, if by any other form of electronic transmission consented to by the Member to whom notice is given. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Association. Any such consent shall be deemed revoked if the Association is unable to deliver by
electronic transmission two (2) consecutive notices given by the Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Member is responsible for providing the Association with notice of any change of mailing address, facsimile number or electronic mail address. As used in these Bylaws, the term “electronic transmission” means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at a Members’ meeting shall be attained by the presence, either in person or by proxy, of Members entitled to cast at least thirty percent (30%) of the Voting Interests. After a quorum has been established at a Members’ meeting, the subsequent withdrawal of any Members, so as to reduce the number of Voting Interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

3.5 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Members for all purposes, except where a greater or different number of votes are expressly required by law or by any provision of the Governing Documents. The Association may conduct elections and other membership votes through an internet-based online voting system if a Member consents, in writing, to online voting and all requirements in Section 720.317 of the Act are met.

3.6 Proxy Voting. To the extent lawful, any Member entitled to attend and vote at a Members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and delivered to the Association by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be Members. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the Voting Interests present in person or by proxy, regardless of whether a quorum has been attained. The adjournment to a date, time and place must be announced at that meeting before the adjournment is taken, or notice must be given to all Members of the date, time and place of its reconvening. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.8 Order of Business. The order of business at Members’ meetings shall be substantially as follows:

(A) Call of the roll or determination of quorum
(B) Reading or disposal of minutes of the last Members’ meeting
(C) Reports of Officers
3.9 Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Directors at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board of Directors meeting must be recorded in the minutes.

3.10 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS: The administration of the affairs of the Association shall be by the Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Governing Documents, shall be exercised by the Board of Directors, subject to approval or consent of the Members only when such is specifically required.

4.1 Number and Terms of Service; Elections. The number of Directors which shall constitute the whole Board of Directors shall initially be three (3), all of whom shall be appointed by and shall serve at the pleasure of the Developer. At the Annual Meeting occurring subsequent to the date that Members other than the Developer are entitled to elect one (1) Director pursuant to Section 720.307(2) of the Act (i.e. when fifty percent (50%) of all Parcels in Mallory Park that ultimately will be operated by the Association have been conveyed to Members other than the Developer), there shall be four (4) Directors, three (3) of whom shall be appointed by and serve at the pleasure of the Developer and the fourth elected by the Members other than the Developer. For purposes of this Section, the term "Members other than the Developer" shall not include Builders. The number of Directors shall increase to five (5) at the Turnover Meeting. At the Annual Meeting occurring subsequent to the date that Members other than the Developer are entitled to elect one (1) Director pursuant to Section 720.307(2) of the Act, the Turnover Meeting, and subsequently, Directors shall be elected by secret ballot (using a double envelope system) in accordance with the Act and these Bylaws.

The First Notice of the Turnover or Annual Meeting, as the case may be, shall be mailed, hand-delivered or electronically transmitted to all Members at least sixty (60) days in advance of the meeting. Any person who wishes to qualify as a candidate shall notify the Association in writing of his or her desire to be a candidate at least forty (40) days prior to the meeting and must be eligible to serve on the Board of Directors at the time of such forty (40) day deadline in order to have his or her name listed as a proper candidate on the election ballot or to serve on the Board of Directors. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also return a separate information sheet, no larger than 8 1/2" by 11", which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate, which information sheet must be furnished by the candidate at least forty (40) days prior to the election. The Association has no liability for the contents of the information sheets prepared by the candidates.
If the number of candidates does not exceed the number of vacancies, an election shall not be required. The Association shall mail, hand-deliver or electronically transmit a Second Notice at least fourteen (14) days in advance of the meeting. The candidates shall become members of the Board of Directors effective upon the adjournment of the meeting.

If the number of candidates exceeds the number of seats to be filled, an election shall be required. The Association shall mail, hand-deliver or electronically transmit a Second Notice, together with any candidate information sheets, a ballot which shall list all candidates in alphabetical order by surname, and (unless the Second Notice is electronically transmitted), “inner” and “outer envelopes”, at least fourteen (14) days in advance of the meeting. Directors shall be elected by a plurality of the ballots cast. A Member shall not permit any other person to vote his ballot, and any ballots improperly cast are invalid. In the election of Directors, there shall be appurtenant to each Parcel as many votes for Directors as there are Directors to be elected, but no Parcel may cast more than one (1) vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

After indicating the name(s) of the candidate(s) for whom the Member has voted, the ballot must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the Member's address in Mallory Park and the signature of the Member casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. Nominations from the floor are prohibited and there shall not be a nominating committee. If more than one (1) ballot is submitted for a Parcel, the ballots for that Parcel shall be disqualified. Upon receipt by the Association, no ballot may be rescinded or changed. Any vote by ballot received after the closing of the balloting may not be considered.

At the Turnover Meeting, the three (3) Directors who receive the highest number of votes shall be elected to two (2) year terms, and the remaining two (2) Directors elected shall serve an initial one (1) year term. In the event of a tie vote, or if the number of candidates does not exceed the number of seats to be filled, the candidates shall mutually agree or shall draw lots to determine which candidate(s) shall serve and for what terms. Thereafter, all Directors (except those appointed by the Developer) shall serve two (2) year terms. Notwithstanding the foregoing provisions in this Section 4.1, the Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of Mallory Park. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below.

4.2 Qualifications. Directors appointed by the Developer are not required to be Members. Directors appointed by the Developer may be the Developer's officers or employees. Directors elected by the Members must be a Member or the spouse of a Member. If a Parcel is owned by a corporation, partnership, limited liability company or trust, any officer, director, partner, manager, managing member, or trustee, as the case may be, shall be eligible to serve as a Director. A person who is delinquent in the payment of any fee, fine or other monetary obligation to the Association on the day that he or she could last nominate himself or herself or be nominated for the Board of Directors may not seek election to the Board of Directors, and his or her name shall not be listed on the ballot. A person serving as a Director who becomes more than ninety (90) days delinquent in the payment of any fee, fine or other monetary obligation to the Association shall be deemed to have abandoned his or her seat on the Board of Directors, creating a vacancy on the Board of Directors to be filled according to law. For purposes of this Section 4.2, the term “any fee, fine or other monetary obligation” means any delinquency to the Association with respect to any Parcel. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court,
or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, may not seek election to the Board of Directors and is not eligible for Board membership unless such felon’s civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board of Directors. The validity of any action by the Board of Directors is not affected if it is later determined that a person was ineligible to seek election to the Board of Directors or that a Director is ineligible for Board of Directors membership. A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association’s funds or property is removed from office. The Board of Directors shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director’s term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director or officer. Within ninety (90) days after being elected or appointed to the Board of Directors, each Director shall certify in writing to the Secretary that he or she has read the Declaration, Articles of Incorporation, Bylaws and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board of Directors, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director on the Board of Directors. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board of Directors until he or she complies with the requirements set forth above. The Board of Directors may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director’s written certification or educational certificate for inspection by the Members for five (5) years after the Director’s election. However, the failure to have such written certification or educational certificate on file does not affect the validity of any Board of Directors’ action.

4.3 Vacancies on the Board of Directors. If the office of any Director becomes vacant for any reason, other than recall by the membership at a Members’ meeting, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term except that vacancies of all Directors appointed by the Developer shall likewise be filled by the Developer. If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, or if no Director remains on the Board of Directors, the vacancy may be filled by the Members (via a special meeting of the Members) or any Member may apply to the Circuit Court for the appointment of a receiver to manage the Association’s affairs, in the manner provided by Florida law.

4.4 Removal of Directors. Except for Directors appointed by the Developer, any or all Directors may be removed with or without cause by a majority the Voting Interests, either by a written petition, or at any meeting called for that purpose, in the manner required by Section 720.303(10) of the Act.

4.5 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may be held immediately following the election, in which case notice of the meeting may be effectuated by the Board of Directors existing prior to the election.

4.6 Other Meetings. Meetings of the Board of Directors may be held at such time and place in Manatee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least forty-eight (48) hours prior to the day named for such meeting.
4.7 Notice to Owners. A meeting of the Board of Directors occurs whenever a quorum of the Board of Directors gathers to conduct Association business. All meetings of the Board of Directors shall be open to Members except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or meetings of the Board of Directors held for the purpose of discussing personnel matters. Notices of all Board of Directors meetings shall be posted conspicuously in Mallory Park for at least forty-eight (48) continuous hours in advance of each Board of Directors meeting, except in an emergency. In the event of an emergency meeting, any action taken shall be noticed and ratified at the next regular meeting of the Board of Directors. In the alternative to the posting requirements discussed above, notice of each Board of Directors meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An Assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Members have the right to speak with reference to any matter that is placed on the Board of Directors meeting agenda. The Association may adopt reasonable, written rules expanding the rights of Members to speak and governing the frequency, duration, and other manner of Member statements, (including a sign-up sheet requirement), which rules must be consistent with the minimum requirements of the Act.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.9 Quorum of Directors. A quorum at a Board of Directors meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board of Directors, by a conference telephone call or similar communicative arrangement whereby all persons present can hear all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.10 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

4.11 Adjourned Meetings. The majority of the Directors present at any meeting of the Board of Directors, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date.

4.12 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.13 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.14 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board of Directors deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by
any Member, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Board of Directors meetings, except for such committee meetings between the committee and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Association shall be a President and Vice President (both of whom must be Directors), a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two (2) or more offices. The Board of Directors may, from time to time, appoint such other officers, and designate their powers and duties, as the Board of Directors shall find to be required to manage the affairs of the Association. If the Board of Directors so determines, there may be more than one (1) Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except for those that are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board of Directors, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one (1) has been designated, or the Association’s manager/management company.

5.5 Treasurer. The Treasurer shall be responsible for Association’s funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the Association’s funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board of Directors, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated, or the Association’s manager/management company.

6. FISCAL MATTERS The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:
6.1 **Depository.** The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board of Directors.

6.2 **Budget.** The Board of Directors shall adopt a budget of Common Expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board of Directors at which the budget will be adopted shall be mailed to each Member not less than fourteen (14) days prior to that meeting. The budget shall be adopted on a “buildout” basis. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer or another person, if any. The budget shall include an annual appropriation to support “LWROnline” (the community website of Lakewood Ranch) and Lakewood Ranch’s “Community Activities Corporation”, at the then prevailing annual contribution per Unit, but only with respect to Units owned by Owners other than the Developer and Builders.

6.3 **Reserves for Capital Expenditures and Deferred Maintenance.** In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance with respect to the Common Area. If the Association’s budget includes reserve accounts established by the Developer or the Members pursuant to Section 720.303(6)(d) of the Act, such reserves shall be determined, maintained, and waived in the manner provided therein. Once the Association provides for reserve accounts, the Association shall thereafter determine, maintain, and waive reserves in compliance with the Act, provided that this does not preclude the termination of a reserve account upon approval of a majority of the Voting Interests. Upon such approval, the terminating reserve account shall be removed from the budget. If reserve accounts are established by the Developer, the budget must designate the components for which the reserve accounts may be used. If reserve accounts are not initially provided by the Developer, the Members may elect to do so upon the affirmative approval of a majority of the Voting Interests. Such approval may be obtained by vote of the Members at a duly called Members’ meeting or by the written consent of a majority of the Voting Interests. The approval action of the Members must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the Members, the Board of Directors shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once established as provided in Section 720.303(6) of the Act, the reserve accounts must be funded or maintained or have their funding waived in the manner provided therein. The amount to be reserved in any account established shall be computed by means of a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association shall adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Funding formulas for reserves authorized by this section must be based on a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets.

6.4 **Assessments.** Regular annual Assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board of Directors. Failure to send or receive notice of Assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit’s next due installment.

6.5 **Special Assessments.** Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessment may be levied against all Owners and Parcels, or only against the Owners and Parcels in a particular Neighborhood.
(in the latter case, if necessary to meet unusual, unexpected, unbudgeted or non-recurring Neighborhood Expenses). Special Assessments are due on the day specified in the resolution of the Board of Directors approving such Assessments. Prior to the Turnover Date, the Board of Directors may not levy a special Assessment unless a majority of the Owners other than the Developer has approved the special Assessment by a majority vote at a duly called Special Members' meeting at which a quorum is present. On and subsequent to the Turnover Date, a special Assessment shall not be levied unless it is first approved by two-thirds (2/3) of the Voting Interests who are obligated to pay the special Assessment, except that membership approval shall not be required for a special Assessment that relates to the necessary maintenance, repair, insurance or replacement of Common Areas, or if the special Assessment is required for the Board of Directors to comply with any law, regulation or order of any municipal, state or federal agency. An Assessment (whether annual or special) may not be levied at a Board of Directors meeting unless a written notice of the meeting is provided to each Member at least fourteen (14) days before the meeting, which notice includes a statement that Assessments will be considered at the meeting and the nature of the Assessments. Written notice of any meeting at which special Assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in Mallory Park or broadcast on closed-circuit television not less than fourteen (14) days before the meeting.

6.6 Fidelity Bonds. The Association shall maintain insurance or a fidelity bond for all persons who control or disburse Association funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 6.6, the term "persons who control or disburse Association funds" includes, but is not limited to, persons who are authorized to sign checks on behalf of the Association, and the President, Secretary and Treasurer. The Association shall bear the cost of any insurance or bond.

6.7 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall mail or hand deliver to each Member a copy of such report or written notice that a copy of the report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Section 720-302(7) of the Act. If approved by a majority of the Voting Interests present at a property called members' meeting, the Association shall prepare or cause to be prepared a financial report that is less rigorous than otherwise required by the Act. If approved by a majority of the Voting Interests, the Association shall prepare or cause to be prepared a financial report that is more rigorous than otherwise required by the Act.

6.8 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

7. RULES AND REGULATIONS: USE RESTRICTIONS: The Board of Directors may, from time to time, adopt and amend Rules and Regulations subject to any limits contained in the Declaration. Written notice of any meeting at which the Rules and Regulations that regulate the use of Parcels may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the Members and posted conspicuously in Mallory Park or broadcast on closed-circuit television not less than fourteen (14) days before the meeting. A written notice concerning changes to Rules and Regulations that regulate the use of Parcels must include a statement that changes to the Rules and Regulations regarding the use of Parcels will be considered at the meeting. Copies of such Rules and Regulations shall be furnished to each Owner. Any Rules and Regulations must be reasonably related to the promotion of health, happiness and peace of mind of the Owners and uniformly applied and enforced Subsequent to the Turnover Date, and as long as the Developer owns a Parcel or other property in Mallory

9543267_1
Park, no new or amended Rule or Regulation shall be effective unless the Developer grants its approval in writing, which approval may be denied in the Developer’s discretion.

8. COMPLIANCE AND DEFAULT: REMEDIES: In addition to the remedies provided elsewhere in the Declaration, the following provisions shall apply:

8.1 Obligations Of Members: Remedies At Law Or In Equity: Levy of Fines and Suspension Of Use Rights.

(A) Each Member and the Member’s Tenants, Guests and invitees, are governed by, and must comply with the Act and the Governing Documents. Actions at law or in equity, or both, to redress the alleged failure or refusal to comply with the Governing Documents may be brought by the Association or by any Member against:

(1) The Association;
(2) A Member;
(3) Any Director or officer who willfully and knowingly fails to comply with the provisions of the Act and the Governing Documents; and
(4) Any Tenants, Guests, or invitees occupying a Parcel or using the Common Area.

The prevailing party in any such litigation is entitled to recover reasonable attorney’s fees and costs. This section does not deprive any person of any other available right or remedy. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes (“Division”) as more particularly set forth in Section 720.311 of the Act.

(B) The Association may levy reasonable fines against any Member or any Member’s Tenant, Guest or invitee for the failure of the Owner of a Parcel or its occupant, licensee, or invitee to comply with any provision of the Governing Documents. The fine shall be in an amount deemed necessary by the Board of Directors to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. Fines shall not be secured by a lien against a Parcel unless permitted by the Act.

(C) The Association may suspend, for a reasonable amount of time, the right of a Member, or a Member’s Tenant, Guest or invitee, to use the Common Area and facilities, for the failure of the Owner of the Parcel or its occupant, licensee or invitee to comply with any provision of the Governing Documents. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Parcel. A suspension may not prohibit the right of an Owner or Tenant of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The Association may deactivate an Owner’s gate transponder or other entry mechanism and require that the Owner, his Family members, Tenants and Guests gain entry to Mallory Park through a guest entrance.

(D) A fine or suspension pursuant to (B) and (C) above may not be imposed by the Board of Directors without notice of at least fourteen (14) days to the person sought to be fined and opportunity for hearing before a committee of at least three Members appointed by the Board of Directors who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, Director or employee. If the committee, by majority vote, does not approve the fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors.

(E) If a Member is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member’s
Tenant, Guest, or invitee, to use the Common Area and facilities until the fee, fine or other monetary obligation is paid in full. The foregoing does not apply to that portion of the Common Area used to provide access or utility services to the Parcel. A suspension may not prohibit an Owner or Tenant of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The Association may deactivate an Owner’s gate transponder or other entry mechanism and require that the Owner, his Family members, Tenants and Guests gain entry to Mallory Park through a guest entrance. The notice and hearing requirements under subsection (D) above do not apply to a suspension imposed under this subsection (E).

(F) The Association may suspend the voting rights of a Parcel or Member for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association. A Voting Interest or consent right allocated to a Parcel or Member which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Act or pursuant to the Governing Documents. The notice and hearing requirements under subsection (D) above do not apply to a suspension imposed under this subsection (F).

(G) All suspensions imposed pursuant to subsections (E) and (F) above must be approved at a properly noticed meeting of the Board of Directors. Upon approval, the Association must notify the Owner, and, if applicable, the Parcel’s occupant, licensee or invitee by mail or hand-delivery.

(H) The suspensions permitted by subsections (C), (E) and (F) above apply to a Member and, when appropriate, the Member’s Tenants, Guests or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Parcels owned by such Member.

8.2 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the hardship of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority’s right to enjoy the community free from unreasonable restraint and annoyance.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Subsequent to the Turnover Date, amendments to these Bylaws may be proposed by the Board of Directors or by a written petition to the Board of Directors, signed by at least one-fourth (1/4) of the Voting Interests.

9.2 Procedure. Upon any amendment or amendments to these Bylaws being proposed by the Board of Directors or the Members, such proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Prior to the Turnover Date, amendments shall be adopted by the Developer. On and subsequent to the Turnover Date, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests at any Annual or Special meeting, provided that notice of
the proposed amendment has been given to the Members in accordance with law. As long as the Developer owns a Parcel or other property in Mallory Park, an amendment to these Bylaws shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer’s discretion, provided, further, that regardless of whether the Developer owns a Parcel or other property in Mallory Park, no amendment shall be effective if it affects the Developer’s rights or alters a provision herein made for the Developer’s benefit. Amendment of these Bylaws requires prior written approval of HUD/VA as long as there is a Class “B” membership.

9.4 Certificate: Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Manatee County, Florida.

10. MISCELLANEOUS:

10.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

[remainder of page intentionally left blank]

The foregoing were adopted as the first Bylaws of Mallory Park Homeowners Association, Inc. on this 24th day of November, 2014.

[Signature]

President
Manatee County Building and Development Services
Planning
1112 Manatee Avenue West 4th Floor
Bradenton, FL 34205

Receipt No. 551331
Receipt Date: 6/25/18

RECEIPT

Record and Payer Information

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Payment Details

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STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned officer authorized to administer oaths, on this day personally appeared Scott M. Clements, who upon being duly sworn, deposes and says:

1. He is over the age of eighteen (18) years and has personal knowledge of the facts stated herein.

2. He is Vice President, Area General Counsel, and Assistant Secretary of Divosta Homes Holdings LLC, a Delaware limited liability company (the "LLC"), and the LLC is the General Partner of Divosta Homes, L.P., a Delaware limited partnership (the "Partnership"). The LLC has full authority to execute instruments on behalf of the Partnership and to fully bind the Partnership on such instruments.

3. The Partnership was formed under that certain Limited Partnership Agreement dated December 18, 2003 (the "Partnership Agreement").

4. The Partnership Agreement has not been changed or amended and is currently in full force and effect.

5. The individuals identified below have been duly authorized to execute documents on behalf of the LLC, as General Partner of the Partnership, in accordance with the Signing Power Resolutions adopted by the LLC as of September 10, 2009, currently in effect and attached hereto in pertinent part as Exhibit "A" (the "Signing Powers Resolution"), and such documents, properly executed by the individuals identified below, on behalf of the LLC, as General Partner of the Partnership, are binding upon the Partnership:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter Keane</td>
<td>Area President (Florida)</td>
</tr>
<tr>
<td>Brian Yonaley</td>
<td>Area Vice President - Finance (Florida)</td>
</tr>
<tr>
<td>Rich McCormick</td>
<td>Division President (Southwest Florida)</td>
</tr>
<tr>
<td>Anthony L. Schutt</td>
<td>Vice President - Finance (Southwest Florida)</td>
</tr>
<tr>
<td>Ella Fleming</td>
<td>Division Controller (Southwest Florida)</td>
</tr>
<tr>
<td>Daniel Bryce Langen</td>
<td>Vice President - Finance and Treasurer</td>
</tr>
<tr>
<td>Michael Woolery</td>
<td>Vice President - Land Acquisition (Southwest Florida) and/or</td>
</tr>
<tr>
<td></td>
<td>Director - Land Development (Southwest Florida)</td>
</tr>
<tr>
<td>Mike Hueniken</td>
<td>Director - Land Development (Southwest Florida)</td>
</tr>
<tr>
<td>Scott Brooks</td>
<td>Director - Land Development (Southwest Florida)</td>
</tr>
<tr>
<td>Keith Stewart</td>
<td>Vice President - Sales (Southwest Florida)</td>
</tr>
<tr>
<td>Joshua Graeve</td>
<td>Vice President - Construction Operations (Southwest Florida)</td>
</tr>
<tr>
<td>Justin Wood</td>
<td>General Sales Manager (Southwest Florida)</td>
</tr>
<tr>
<td>Marc Taglieri</td>
<td>General Sales Manager (Southwest Florida)</td>
</tr>
<tr>
<td>George Zalutki</td>
<td>General Sales Manager (Southwest Florida)</td>
</tr>
<tr>
<td>Scott Clements</td>
<td>Vice President and Assistant Secretary</td>
</tr>
</tbody>
</table>

Additionally and specifically, Mary Nocera and Laura Ray, in their respective capacities as Closing/Homebuyer Coordinators, and Marc Taglieri, Justin Wood, and George Zalutki, in their respective capacities as General Sales Managers, have been duly authorized to execute (i) contracts for the sale of residential homes or lots to consumers (not to another business), and (ii) deeds of conveyance and all other documents that are relevant or incidental to the sale and closing of residential homes or lots to consumers (not to another business), including any mortgage-related documents, such as buydown agreements or other relevant documents, on behalf of the LLC, as General Partner of the Partnership, and such documents, properly executed by such individuals on behalf of the LLC as General Partner of the Partnership, are binding upon the Partnership. Any above-described documents properly executed prior to the date of this Affidavit by Nicole Freitas, as Sales Accounting Manager and/or Laura Ray as Administrative Manager, on behalf of the LLC, as General Partner of the Partnership, are and will remain binding upon the Partnership.
6. The Signing Powers Resolution, Paragraph C, RESOLUTIONS, I-V, VII, and VIII, identifies certain titles in the Division Specific Signing Power sections, which titles are clarified and shall correspond as set forth below:

A. Omission of the words "Gulf Coast," "North Florida," "West Florida," "Florida," "Southeast Florida" or "Southwest Florida" after an officer’s name does not constitute improper, incomplete or incorrect execution and does not affect or limit the authority of the otherwise duly authorized officer in any way;

B. Division VP/Director of Finance shall mean either a Division-level (i.e., Southwest Florida-level) Vice President – Finance or a Director of Finance;

C. Division VP/Director of Land Development/Acquisition shall mean either a Division-level (i.e., a Southwest Florida-level) Vice President – Land Development or Vice President – Land Acquisition; or either a Director of Land Development or a Director of Land Acquisition;

D. Division VP/Director of Construction Operations shall also mean either a Division-level (i.e., Southwest Florida-level) Vice President – Construction Operations or a Director of Construction Operations;

E. Division/Project Controller shall also mean either Division Controller or Project Controller;

F. Division VP of Sales shall also mean Vice President – Sales.

7. The name of the sole general partner of the Partnership is Divosta Homes Holdings LLC, a Delaware limited liability company.

8. Neither the Partnership nor any partner has been a debtor in a bankruptcy proceeding during the existence of the Partnership.

9. Neither the LLC nor the Partnership has ever been dissolved.

10. This Affidavit is given for the purposes of evidencing incumbency and authority of the employees named above and for identifying the partner in the Partnership.

Scott M. Clements

Sworn to and subscribed before me this 25th day of May, 2017, by Scott M. Clements, Vice President, Area General Counsel, and Assistant Secretary of Divosta Homes Holdings LLC, a Delaware limited liability company, on behalf of the LLC, as General Partner of Divosta Homes, L.P., a Delaware limited partnership, on behalf of the Partnership, who is personally known to me.

Kelly V. Costantino
Print Name: Kelly V. Costantino
Notary Public, State of Florida
Commission No.: FF942099
Commission Expires: 01/23/2020

KELLY V. COSTANTINO
Commission # FF 942099
Expires January 23, 2020
Bound by Surety
Insured: None
Registration # 20542-7018
EXHIBIT A
SIGNING POWER RESOLUTIONS
CERTIFIED RESOLUTIONS
OF THE BOARD OF MANAGERS OF
DIVOSTA HOMES HOLDINGS LLC

I, Jan M. Klym, hereby certify that I am a duly elected and acting Assistant Secretary of
DIVOSTA HOMES HOLDINGS LLC, a Delaware limited liability company, as General
Partner of DIVosta Homes, L.P.; that attached is a true copy of the resolutions adopted by the
Board of Managers of the Company at a special meeting duly called and held on September 10,
2009, in accordance with the provisions of the Delaware Limited Liability Company Act; and
that such resolutions have not been rescinded or modified, and do not contravene any provisions
of the Articles of Organization or Operating Agreement of said Company.

IN WITNESS WHEREOF, I have here unto set my hand this 10th day of September,
2009.

Jan M. Klym, Assistant Secretary

STATE OF MICHIGAN  
COUNTY OF OAKLAND

On September 10, 2009, before me, Donna Marie Matyanowski, a Notary Public in and for said
State, personally appeared Jan M. Klym, personally known to me to be the person whose name
is subscribed to the within instrument and acknowledged to me that she executed the same in her
authorized capacity, and that by her signature on the instrument the entity upon behalf of which
the person acted, executed the instrument.

WITNESS my hand and official seal.

Donna Marie Matyanowski Notary Public
Oakland County, Michigan
My Commission Expires: 05/25/2013
DIVOSTA HOMES HOLDINGS, LLC
SIGNING POWER RESOLUTIONS

A. DEFINITIONS.

As used in these resolutions:

"signing power" means the power and authority to execute and deliver an agreement, instrument or other document.

"General Signing Power" means signing power relating to the ordinary course of business of DIVOSTA HOMES HOLDINGS, LLC (the "Company") generally, without restriction to a particular Division or project, both in the Company’s own capacity and as general partner of DiVosta Homes, L.P., a Delaware Limited Partnership, and/or in any instances where it is the managing partner or managing member of a joint venture (the “Partnership”).

"Division Specific Signing Power" means signing power relating only to the ordinary course of business of a Division over which the officer, manager, or employee in question has management responsibility, both in the Company’s own capacity and as managing partner or managing member of the Partnership.

B. PURPOSE.

The purpose of these resolutions is to establish the signing power of certain employees of the Company, both in the Company’s own capacity and as managing partner or managing member of the Partnership. Copies of these resolutions may be delivered to title companies and other parties who require evidence of the signing power of an employee. No employee of the Company may subdelegate his or her signing power except as expressly provided in these resolutions by use of the words: “Other title(s) or person(s) designated in writing by . . . .”.

C. RESOLUTIONS.

RESOLVED, that the following officers, managers, or employees of the Company shall have the General Signing Power or the Division Specific Signing Power, as indicated in the charts below:
Development of Real Property

1. **General Development.** Applications, tentative and final subdivision plats and maps, development agreements, land development agreements, amenity contractor agreements and all other documents that are relevant or incident to the development of real property in which the Company or the Partnership has any interest, other than documents contemplated in part VI below:

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</thead>
<tbody>
<tr>
<td>Chairman of the Board</td>
<td>Area President</td>
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<tr>
<td>Chief Executive Officer</td>
<td>Area VP Finance</td>
</tr>
<tr>
<td>President</td>
<td>Area VP Land</td>
</tr>
<tr>
<td>Executive Vice President</td>
<td>Division President</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Division VP/Director Finance</td>
</tr>
<tr>
<td>Vice President</td>
<td>Division VP/Director of Land Development/Acquisition</td>
</tr>
</tbody>
</table>

**House Construction Agreements.** Contractor agreements, construction agreements, contracts, purchase orders, pricing schedules, scopes of work and all other documents that are relevant or incident to the construction of residential homes and amenities thereto in which the Company or the Partnership has any interest, other than documents contemplated in the paragraph immediately above this one:

<table>
<thead>
<tr>
<th>General Signing Power</th>
<th>Division Specific Signing Power</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairman of the Board</td>
<td>Area President</td>
</tr>
<tr>
<td>Chief Executive Officer</td>
<td>Area VP Finance</td>
</tr>
<tr>
<td>President</td>
<td>Area VP Construction Operations</td>
</tr>
<tr>
<td>Executive Vice President</td>
<td>Area Purchasing Director</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Division President</td>
</tr>
<tr>
<td>Vice President</td>
<td>Division VP/Director Finance</td>
</tr>
<tr>
<td></td>
<td>Division VP/Director of Construction Operations</td>
</tr>
<tr>
<td></td>
<td>Division Purchasing Director/Manager</td>
</tr>
</tbody>
</table>
Storm Water Management

II. Notices of intent, notices of termination, storm water pollution prevention plans, reports, certifications or other documentation that is relevant or incident to storm water management and erosion control in the development of real property and/or construction of homes in which the Company or the Partnership has any interest.

<table>
<thead>
<tr>
<th>General Signing Power</th>
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<tbody>
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<td>Vice President</td>
<td>Division VP/Director of Land Development/Acquisition</td>
</tr>
<tr>
<td></td>
<td>Division Storm Water Compliance Representative</td>
</tr>
</tbody>
</table>

Sale and Closing of Residential Homes or Lots

III. Contracts for the sale of residential homes or lots to consumers (not to another business).

<table>
<thead>
<tr>
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<td>Division President</td>
</tr>
<tr>
<td>Executive Vice President</td>
<td>Division VP/Director Finance</td>
</tr>
<tr>
<td>Senior Vice President</td>
<td>Division Controller</td>
</tr>
<tr>
<td>Vice President</td>
<td>Division VP of Sales</td>
</tr>
<tr>
<td></td>
<td>General Sales Manager</td>
</tr>
<tr>
<td></td>
<td>Closing/Homebuyer Coordinator</td>
</tr>
<tr>
<td></td>
<td>Any of the following employees of either Pulte Mortgage LLC or CTX Mortgage Company, LLC: Vice President, Branch Manager and Assistant Secretary</td>
</tr>
</tbody>
</table>
IV. Deeds of conveyance and all other documents that are relevant or incident to the sale and closing of residential homes or lots to consumers (not to another business), including any mortgage-related documents, such as buydown agreements or other relevant documents.

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<td>Division Controller</td>
</tr>
<tr>
<td>Vice President</td>
<td>Division VP of Sales</td>
</tr>
<tr>
<td>Closing/Move Coordinator</td>
<td>General Sales Manager</td>
</tr>
<tr>
<td></td>
<td>Closing/Move Coordinator</td>
</tr>
<tr>
<td>Any of the following employees of either LPL or CTX Mortgage Company, LLC: Vice President and Branch Manager</td>
<td>Division Assistant General Sales Manager</td>
</tr>
<tr>
<td>Any of the following employees of either Sun City Title Agency, Inc. or PHC Title Corporation: Vice President, Escrow Manager, Escrow Supervisor, Director-Closing Services, and Title Officer</td>
<td>Division Assistant General Sales Manager</td>
</tr>
<tr>
<td>Other title(s) or person(s) designated in writing by either the Area President or Area VP Finance</td>
<td>Division Assistant General Sales Manager</td>
</tr>
</tbody>
</table>
Closing of the Purchase and Sale of Real Property

V. Contracts, deeds and all other closing documents for the purchase or sale of real property (other than the sale and closing of residential homes or lots to consumers).

<table>
<thead>
<tr>
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<td>Area VP Finance</td>
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<tr>
<td>President</td>
<td>Area VP Land</td>
</tr>
<tr>
<td>Executive Vice President</td>
<td>Division President</td>
</tr>
<tr>
<td>Senior Vice President and General Counsel</td>
<td>Division VP/Director of Finance</td>
</tr>
<tr>
<td>Other title(s) or person(s) designated in writing by resolution(s) of the Board of Directors</td>
<td>Division VP of Land Development/Acquisition</td>
</tr>
</tbody>
</table>

Real Property Financing and Land Banking Transactions

VI. Documents related to any of the following real property financings and land banking transactions:

a. Traditional Financing. Loan agreements, security agreements, promissory notes, deeds of trust and all other documents that are relevant or incident to the financing of the purchase and/or development of real property.

b. Special Taxing District Financing. Loan agreements, security agreements, promissory notes, deeds of trust and all other documents under which the Company or the Partnership is a party that are relevant or incident to a Special Taxing District Financing (defined below), other than documents contemplated in Guarantees and Environmental Indemnities.

"Special Taxing District Financing" means a financing through the issuance of bonds by a community development district, community facilities district, municipal utility district, county or municipal improvement district, tax increment district or other similar special purpose unit of local government.

c. Guarantees and Environmental Indemnities. Guarantees of payment or performance of the obligations of another entity (whether in the form of a payment guaranty, indemnity or other document), maintenance or remargining guarantees and environmental indemnities in connection with development financing.
d. **Land Banking Transactions.** Assignments of contracts to purchase real property, options to purchase real property, development agreements and other documents evidencing arrangements with an intermediary, such as a land banker, to purchase or develop real property.

<table>
<thead>
<tr>
<th><strong>General Signing Power</strong></th>
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<tbody>
<tr>
<td>Chief Financial Officer of the publicly traded ultimate parent</td>
<td></td>
</tr>
<tr>
<td>Treasurer of the publicly traded ultimate parent</td>
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</tbody>
</table>

**Licenses**

VII. Documents necessary to obtain licenses and department of real estate public reports or similar documents in California and other states (such as, without limitation, Arizona and Nevada).

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<td></td>
<td>Division VP of Construction</td>
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<td></td>
<td>Operations</td>
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<tr>
<td></td>
<td>Area VP/Division VP/Director Land Acquistion/Development</td>
</tr>
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</table>
CC&Rs

VIII. Restrictive covenants, conditions, restrictions, easements and other similar rights or restrictions, commonly known as CC&Rs, affecting real property or improvements on real property, and documents relating to CC&Rs, such as the organizational documents for the related homeowners' or property owners' association.

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<td></td>
<td>Acquisition/Development</td>
</tr>
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RESOLVED FURTHER, that all lawful acts specifically described in the immediately preceding resolution, undertaken prior to the adoption of these resolutions, in the Company's own capacity or as managing partner or managing member of the Partnership, are hereby ratified, confirmed and adopted by the Company.

RESOLVED FURTHER, that any Signing Power Resolutions or Powers of Attorney and Grants of Agency previously issued or adopted by the Company are hereby terminated, revoked and superseded in their entirety by these resolutions.

Effective as of September 10, 2009.

* * * *
MEMORANDUM

Date: December 6, 2017

To: Owner
    Agent
    United Postal Service/UPS/Fed Express
    Local Fire District
    Manatee County Utilities
    ECC - 911- Public Safety
    FPL/Peace River Electric
    Manatee County IT Department

Spectrum fka Bright House Networks
Supervisor of Elections Office
Building Department
Zoning
Permitting
House of Maps
Manatee County Traffic Mgmt
Frontier fka Verizon

From: Suzanne Cook | Planning & Zoning Technician II -- Addressing Division
Manatee County Building and Development Services

Re: Address Plan

Project: Name: Mallory Park Ph I, Subphase D and Phase II, Subphase A
File Number: PDMU-06-30/17-S-39(F)
MEPS #: 303  DTS #: 20170449
PIN #: 5900.09909 Sec/Twn/Rge: 05/35/19
Postal Community: Bradenton  Zip: 34211

Attached you will find a copy of the address plan for this project. Please be aware that changes may occur if the developer adds, deletes or reconfigures any lots, units or streets. If there are any changes made, you will be notified.

The Manatee County Land Development Code states in Section 1001.8-J4 that “temporary street designation signs shall be erected at the time building permits are issued in that portion of a development, at all points where permanent signs will be required. Complete visibility of street signs shall be maintained by the developer until the temporary signs are replaced by permanent signs”.

For projects that have received Board approval to use named streets, please note that Section 3.2.16C(5) of the Public Works Standards Manual, Part 3, Highway & Traffic Standards Manual states that “where names are used, the block numbers shall be included under the name”.

If the block ranges are not included on your street signs (when names are used) or if temporary street signs are not installed by building permit issuance, building inspections will be delayed until the signs are installed. These requirements are being enforced for public safety and location purposes.

If you have any questions please give me a call at (941) 748-4501 Ext. 6864. Thank you.
Mallory Park – Hundred Block Ranges

Pebble Dr (11900) / Chestertown Loop (3300) – at lot 421
Pebble Dr (11900) / Chestertown Loop 3400
Chestertown Loop (3400) / Seabrook Ave (11800) – at lot 413
Anchor Bay Trl (3100) / Cranston Way (3400) – at lot 351
Cranston Way (3100) / Anchor Bay Trl (3200) – at lot 303
Cranston Way (3100) / Beechcraft Dr (12200) – at lot 327
Beechcraft Dr (12300) / Anchor Bay Trl (3300) – at lot 328
Portsmouth Ter (12300) / Harlowe Rn (3500) – at lot 257
Portsmouth Ter (12300) / Anchor Bay Trl (3500) – at lot 272
Harlowe Rn (3500) / Seabrook Ave (12300) – at lot 234
Anchor Bay Trl (3500) / Seabrook Ave (12400) – at lot 265
Seabrook Ave (12400) / White Eagle Blvd (3600)
Seabrook Ave (12400) / Blue Hill Trl (12400) – at lot 200
Seabrook Ave (12100) / Vickers Run (3800) – at lot 215
Blue Hill Trl (12100) / Vickers Run (3800) – at lot 122