

**TOUCHSTONE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
FEBRUARY 10, 2022**

**TOUCHSTONE
COMMUNITY DEVELOPMENT DISTRICT
AGENDA**

February 10, 2022, at 9:00 a.m.

The offices of Meritus

Located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607

District Board of Supervisors	Chairman Vice-Chair Assistant Secretary Assistant Secretary Assistant Secretary	Kelly Evans Laura Coffey Paulo Beckert Becky Wilson Lori Campagna
District Manager	Meritus	Gene Roberts
District Attorney	Straley Robin Vericker	Vivek Babbar
District Engineer	Landmark Engineering	Todd C. Amaden

All cellular phones and pagers must be turned off while in the meeting room

The regular meeting will begin on 9:00 am with the third section called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Consent Agenda**. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Vendor/Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final sections are called **Board of Supervisors Request and Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

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

February 10, 2022

Board of Supervisors
Touchstone Community Development District

Dear Board Members:

The Regular Meeting of Touchstone Community Development District will be held on **February 10, 2022, at 9:00 a.m. at the offices of Meritus located at 2005 Pan Am Circle Suite 300, Tampa, FL 33607**. Please let us know 24 hours before the meeting if you wish to call in for the meeting. Following is the agenda for the meeting:

Call in Number: 1-866-906-9330

Access Code: 7979718#

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Report of the District Engineer for Recreational Project....*Under Separate Cover*
 - B. Consideration of Resolution 2022-01 Authorizing the Validation of Bonds for the Recreational Project.....Tab 01
 - i. Form of Third Supplemental Trust Indenture
- 4. CONSENT AGENDA**
 - A. Consideration of Minutes of the Regular Meeting January 13, 2022..... Tab 02
 - B. Consideration of Operation and Maintenance Expenditures November 2021 Tab 03
- 5. VENDOR/STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager Tab 04
 - i. Community Inspection Report
- 6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
- 7. PUBLIC COMMENTS**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,
Gene Roberts
District Manager

RESOLUTION NO. 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$12,000,000 AGGREGATE PRINCIPAL AMOUNT OF TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN ONE OR MORE SERIES (COLLECTIVELY, THE “BONDS”), TO PAY THE ACQUISITION AND IMPROVEMENT COSTS OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, A CLUBHOUSE AND AMENITY CENTER INCLUDING FIXTURES AND PERSONAL PROPERTY RELATING THERETO; AND ALL RELATED SOFT AND INCIDENTAL COSTS (COLLECTIVELY, THE “RECREATIONAL PROJECT”), PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AS AMENDED; APPOINTING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION TO SERVE AS TRUSTEE; APPROVING THE USE OF THAT CERTAIN MASTER TRUST INDENTURE DATED AS OF FEBRUARY 1, 2018 AND APPROVING THE FORM AND EXECUTION OF A SUPPLEMENTAL TRUST INDENTURE IN SUBSTANTIALLY THE FORM ATTACHED HERETO; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT (EXCEPT AS OTHERWISE PROVIDED HEREIN), HILLSBOROUGH COUNTY, FLORIDA, OR OF THE STATE OF FLORIDA OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE RECREATIONAL PROJECT AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the Touchstone Community Development District (the “District”), is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 17-24 of the Hillsborough County Board of County Commissioners, enacted on September 20, 2017 and effective on September 26, 2017 and expanded by Ordinance No. 21-32 of the Hillsborough County Board of County Commissioners, enacted on September 8, 2021 and effective on September 9, 2021;

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the acquisition and improvements of certain recreational facilities including a clubhouse and amenity center, including fixtures and personal property relating thereto (collectively, the “Recreational Project”), all as set forth in **Schedule “I”** hereto;

WHEREAS, the District desires to authorize the issuance of not to exceed \$12,000,000 aggregate principal amount of its Touchstone Community Development District Special Assessment Bonds, in one or more series (collectively, the “Bonds”), in order to pay the acquisition and improvement costs of the Recreational Project;

WHEREAS, the District desires to provide the terms and conditions under which the District will acquire the public infrastructure improvements constituting the Project which will be located on District lands which will specially benefit the assessable District lands;

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically including, but not limited to, Sections 190.011(9), 190.011(14), 190.014, 190.016(1), 190.016(2), 190.016(5), 190.016(8), 190.016(11), 190.016(13), 190.022 and 190.023 of the Act, to issue the Bonds; and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 190.016(12), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Touchstone Community Development District, as follows:

Section 1. Authorization of Bonds. Subject to conditions precedent set forth in Section 2 below, the District hereby authorizes the issuance of not to exceed \$12,000,000 aggregate principal amount of the Bonds in one or more series to (i) finance all or a portion of the costs of the Recreational Project; (ii) fund debt service reserve accounts for each series of bonds so issued; (iii) to finance a portion of the operation and maintenance costs of the Recreational Project, if so required, and (iv) pay the costs of issuing the Bonds. Pursuant to Section 190.016(1) of the Act, the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Recreational Project or may be sold at public or private sale.

Section 2. Conditions Precedent. Notwithstanding any authorizations to issue the Bonds to pay the cost of the Recreational Project and to cause the validation of the Bonds thereof set forth herein, the following conditions shall be conditions precedent to the issuance of the Bonds and any agreement to pay the purchase price of the Recreational Project to LEN-Touchstone, LLC, as the club owner:

(a) The composition of the Board shall be comprised of a majority of members not employed or affiliated with LEN-Touchstone, LLC, as the club owner, or Lennar Homes, LLC;

(b) The Touchstone Community Association, Inc. will have transitioned to an association not controlled by LEN-Touchstone, LLC or Lennar Homes, LLC; and

(c) Until (a) and (b) above have been satisfied, the Board will not impose a final special assessment lien on the assessable lands within the District which would secure the Bonds or pay the operation and maintenance costs relating to the Recreational Project.

Section 3. Certain Details of the Bonds. The Bonds and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District (except as provided herein), Hillsborough County, Florida (the “County”), or of the State of Florida (the “State”), or of any other political subdivision thereof, but shall be payable solely from the Special Assessments (as defined in the form of Indenture hereinafter referred to) levied by the District on property within the District benefited by the Recreational Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the County or the State, or of any other political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

(i) be issued in one or more series and may be delivered in payment of the purchase price of the Recreational Project or sold at public or private sale, as provided in Section 190.016(1), Florida Statutes, each series in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; such Bonds may be issued with a senior and subordinate structure; provided, however, that the total aggregate principal amount of the Bonds issued may not exceed \$12,000,000 unless this Resolution is amended prior to the validation of the Bonds authorized herein;

(ii) be issued in fully registered form in a minimum principal denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof, except as otherwise provided in the herein defined Indenture;

(iii) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in one or more resolutions adopted by the District prior to the issuance and delivery of the Bonds of any series;

(iv) the Bonds of each series shall be payable in not more than 30 annual installments of principal; and

(v) be dated as provided in a resolution adopted by the District prior to the issuance and delivery thereof.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed, by the Indenture hereinafter referred to or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds of any series. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture hereinafter referred to, the form of which is set out as composite **Exhibit “A”** attached hereto.

Prior to the issuance and delivery of the Bonds, the District shall have undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings and the adoption of resolutions in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act

and Chapters 170, 190 and 197, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

Section 4. Designation of Attesting Members. Each Assistant Secretary of the Board of Supervisors (the “Board”) of the District (each individually a “Designated Member”) and the Secretary, or any other appointed Assistant Secretary, are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 5. Use of Master Trust Indenture and Authorization of Execution and Delivery of a Form of Supplemental Trust Indenture. The District does hereby authorize the use of that certain Master Trust Indenture dated as of February 1, 2018 by and between the District and the Trustee (herein defined) (the “Master Indenture”). The District further authorizes and approves the execution by the Chairperson or Vice Chairperson and any Designated Member and the delivery of a Supplemental Trust Indenture (the “Supplemental Trust Indenture” and, together with the Master Indenture, the “Indenture”) for the Bonds, each between the District and the Trustee named in Section 6 of this Resolution. The Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Supplemental Trust Indenture shall be in substantially the form thereof attached hereto and marked **Exhibit “A”** and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or in his or her absence, the Vice Chairperson) executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of Supplemental Trust Indenture attached hereto.

Section 6. Sale of Bonds. Pursuant to the provisions of Section 190.016(1) of the Act, the Bonds may be delivered in payment of all or a portion of the purchase price of the Recreational Project or may be sold at public or private sale after such advertisement, if any, as the Board may deem advisable but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon, in conformance with the provisions of the Act.

Section 7. Appointment of Trustee.The District hereby appoints U.S. Bank Trust Company, National Association to act as trustee under the Indenture (the “Trustee”). The Trustee shall also serve as the Paying Agent and Registrar under the Indenture.

Section 8. Bond Validation. District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Thirteenth Judicial Circuit of Florida, in and for Hillsborough County, Florida, for validation and the proceedings incident thereto for the Bonds to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chairperson, Vice Chairperson or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District and the District’s underwriter are

hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 9. Further Official Action; Ratification of Prior and Subsequent Acts.

The Chairperson, the Vice Chairperson, the Secretary and each Designated Member and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Bonds, any documents required in connection with implementation of a book-entry system of registration, any funding agreements, purchase and sale agreements with the current club owner (as such term is defined in the Supplemental Trust Indenture), and investment agreements relating to the investment of the proceeds of the Bonds and any agreements in connection with maintaining the exclusion of interest on the Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Designated Member is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 10. Bond Anticipation Notes. The District may, if it determines it to be in its best financial interest, issue Bond Anticipation Notes (“BANs”) in order to temporarily finance the costs of all or a portion of the Recreational Project. The District shall by proper proceedings authorize the issuance and establish the details of such BANs pursuant to the provisions of Section 190.014, Florida Statutes, as amended other applicable provisions of laws.

Section 11. Subsequent Resolution(s) Required. Notwithstanding anything to the contrary contained herein, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture for each such series of Bonds, fixing the details of such series of Bonds remaining to be specified or delegating to the Chairperson, the Vice Chairperson or a Designated Member the authority to fix such details.

Section 12. Severability. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED in Public Session of the Board of Supervisors of Touchstone Community Development District, this 10th day of February, 2022.

**TOUCHSTONE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: Chairperson, Board of Supervisors

By: _____
Name: _____
Title: Secretary, Board of Supervisors

SCHEDULE I

DESCRIPTION OF THE RECREATIONAL PROJECT

The Recreational Project includes, but is not limited to, the following:

A 3.24 acre tract of land together with an existing clubhouse building, pool, parking lot, green space, landscaping/hardscaping, fixtures and personal property, all located within Parcel L of the Touchstone Phase 1 plat;

Related soft and incidental costs including, if required, the funding of operation and maintenance costs relating thereto.

EXHIBIT A
FORM OF SUPPLEMENTAL TRUST INDENTURE

62410598v6/175072.010300

THIRD SUPPLEMENTAL TRUST INDENTURE

BETWEEN

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Dated as of _____ 1, 2022

Authorizing and Securing
\$ _____
TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022
(2022 PROJECT)

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EXHIBIT A	DESCRIPTION OF THE 2022 PROJECT
EXHIBIT B	FORM OF SERIES 2022 BOND
EXHIBIT C	FORMS OF REQUISITIONS
EXHIBIT D	FORM OF INVESTOR LETTER

THIS THIRD SUPPLEMENTAL TRUST INDENTURE (the “Third Supplemental Indenture”), dated as of _____ 1, 2022 between the TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office in Orlando, Florida, as trustee (said banking corporation and any bank or trust company becoming successor trustee under this Third Supplemental Indenture being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), by Ordinance No. 17-24 enacted by the Board of County Commissioners of Hillsborough County, Florida (the “County”), on September 20, 2017, becoming effective on September 26, 2017 (the “Original Ordinance”), as amended by Ordinance No. 21-32 enacted on September 8, 2021 and becoming effective on September 9, 2021 (the “Annexation Ordinance” and, together with the Original Ordinance, the “Ordinance”); and

WHEREAS, the premises governed by the Issuer, as described more fully in the Original Ordinance, consisting of approximately 222.25 acres of land (herein, the “District Lands” or “District”), are located entirely within the incorporated area of the County; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, based on arms-length negotiations between the Board and representatives of LEN-Touchstone, LLC, a Florida limited liability company (the “Clubhouse Owner”), the Board at the request of the HOA (as defined below) has agreed to purchase certain recreational facilities currently owned by the Clubhouse Owner and the Clubhouse Owner has agreed to sell such facilities to the District; and

WHEREAS, Clubhouse Owner is the owner of an approximately _____ square foot clubhouse building which includes a fitness center, offices and restrooms, a _____ square foot pool patio area with patio furniture and related pool equipment, a pool and a parking area for _____ parking spaces located on approximately 3.24 acres within the District (collectively, the “Clubhouse Property”); and

WHEREAS, at the request of The Touchstone Community Association, Inc. (the “HOA”), the Issuer has determined that it would be in the best interests of the residents and landowners within the Touchstone residential community within the District to acquire the Clubhouse Property from the Current Club Owner and Current Club Owner has agreed to sell the Clubhouse Property to the District at a negotiated purchase price; and

WHEREAS, the Issuer has determined to finance the acquisition of the Clubhouse Property (the “2022 Project”); and

WHEREAS, the details regarding the 2022 Project are set forth in the Report of the District Engineer, dated _____, 2022 (the “Engineer’s Report”) prepared by Landmark Engineering and Surveying Corporation (the “District Engineer”); and

WHEREAS, the terms of such sale and purchase of the 2022 Project are set forth in that certain Agreement for Sale and Purchase (Touchstone Club), effective _____, 2022, by and between the Issuer and the Clubhouse Owner (the “Purchase and Sale Agreement”); and

WHEREAS, the Issuer has determined to undertake, in one or more phases, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the assessable District Lands; and

WHEREAS, the Issuer has previously adopted Resolution No. 2022-01 on February 10, 2022, authorizing the issuance of not to exceed \$12,000,000 in aggregate principal amount of its special assessment bonds (the “Bonds”) to finance the 2022 Project including the Costs of certain improvements thereto and the funding of a portion of the annual operations and maintenance costs relating to the Clubhouse Property for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of this Third Supplemental Indenture; and

WHEREAS, pursuant to that certain Master Trust Indenture dated as of February 1, 2018 (the “Master Indenture”) and this Third Supplemental Indenture, both by and between the Issuer and the Trustee, the Issuer proposes to issue its herein defined Series 2022 Bonds; and

WHEREAS, the Issuer has determined to issue a Series of Bonds, designated as the Touchstone Community Development District Special Assessment Bonds, Series 2022 (2022 Project) (the “Series 2022 Bonds”), pursuant to the Master Indenture and this Third Supplemental Indenture (hereinafter sometimes collectively referred to as the “Indenture”); and

WHEREAS, in the manner provided herein, the proceeds of the Series 2022 Bonds will be used to provide funds for (i) the Costs of acquiring the 2022 Project, (ii) the funding of the Series 2022 O&M Subaccount, (iii) the funding of the Series 2022 Reserve Account, and (iv) the payment of the costs of issuance of the Series 2022 Bonds; and

WHEREAS, the Series 2022 Bonds will be secured by a pledge of Series 2022 Pledged Revenues (as hereinafter defined) to the extent provided herein.

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2022 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2022 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2022 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to U.S. Bank Trust Company, National Association, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2022 Pledged Revenues as security for the payment of the principal, redemption or purchase price of

(as the case may be) and interest on the Series 2022 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2022 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2022 Bonds issued and to be issued under this Third Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Third Supplemental Indenture) of any one Series 2022 Bond over any other Series 2022 Bond, all as provided in the Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2022 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2022 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Third Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Third Supplemental Indenture to be and remain in full force and effect.

ARTICLE I DEFINITIONS

In this Third Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Acquisition Agreement” shall mean the Purchase and Sale Agreement as defined in the above recitals.

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of delivery of the Series 2022 Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Bonds.

“Assessment Resolutions” shall mean Resolution No. 2022-___, Resolution No. 2022-___, and Resolution 20__-__ of the Issuer adopted on _____, 2022, _____, 2022, and _____, 2022, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2022 Bonds, on the date of issuance, in the denominations of \$5,000 and any integral multiple thereof provided,

however, if any initial beneficial owner does not purchase at least \$100,000 of the Series 2022 Bonds at the time of initial delivery of the Series 2022 Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2022 Bonds the investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter that such Beneficial Owner is an “accredited investor,” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

“Bonds” shall mean the Issuer’s Special Assessments Bonds issued pursuant to the Master Indenture.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2022 Bonds, dated the date of delivery of the Series 2022 Bonds, by and among the Issuer, the dissemination agent named therein, and joined by the parties named therein, in connection with the issuance of the Series 2022 Bonds.

“District Manager” shall mean District Management Services, Inc. doing business under the trade name of Meritus Districts, and its successors and assigns.

“Indenture” shall mean collectively, the Master Indenture and this Third Supplemental Indenture.

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing [May 1, 2023], and any other date the principal of the Series 2022 Bonds is paid.

“Majority Holders” means the beneficial owners of more than fifty percent (50%) of the Outstanding principal amount of the Series 2022 Bonds.

“Master Indenture” shall mean the Master Trust Indenture, dated as of February 1, 2018, by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2022 Bonds (as opposed to supplements or amendments relating to any Series of Bonds other than the Series 2022 Bonds as specifically defined in this Third Supplemental Indenture).

“Paying Agent” shall mean U.S. Bank Trust Company, National Association, and its successors and assigns as Paying Agent hereunder.

“Prepayment” shall mean the payment by any owner of property within the District of the amount of the Series 2022 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term “Prepayment” also means any proceeds received as a result of accelerating and/or foreclosing the Series 2022 Special Assessments. “Prepayments” shall include, without limitation, Series 2022 Prepayment Principal.

“Quarterly Redemption Date” shall mean February 1, May 1, August 1 and November 1 of any calendar year.

“Redemption Price” shall mean the principal amount of any Series 2022 Bond payable upon redemption thereof pursuant to this Third Supplemental Indenture.

“Registrar” shall mean U.S. Bank Trust Company, National Association and its successors and assigns as Registrar hereunder.

“Regular Record Date” shall mean the fifteenth day (whether or not a Business Day) of the calendar month preceding an Interest Payment Date occurs or the date on which the principal of a Bond is to be paid.

“Resolution” shall mean, collectively, (i) Resolution No. 2022-01 of the Issuer adopted on February 10, 2022, pursuant to which the Issuer authorized the issuance of not exceeding \$12,000,000 aggregate principal amount of its Bonds to finance the acquisition of the 2022 Project, and (ii) Resolution No. 2022-__ of the Issuer adopted on _____, 2022, pursuant to which the Issuer authorized, among other things, the issuance of the Series 2022 Bonds in an aggregate principal amount of \$_____ to finance the acquisition of the 2022 Project, specifying the details of the Series 2022 Bonds and awarding the Series 2022 Bonds to the purchasers of the Series 2022 Bonds.

“Series 2022 Acquisition Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Third Supplemental Indenture.

“Series 2022 Bond Redemption Account” shall mean the Series 2022 Bond Redemption Account established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“Series 2022 Bonds” shall mean the \$_____ aggregate principal amount of Touchstone Community Development District Special Assessment Bonds, Series 2022 (2022 Project), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Third Supplemental Indenture, and secured and authorized by the Master Indenture and this Third Supplemental Indenture.

“Series 2022 Construction Account” shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Acquisition Account.

“Series 2022 Costs of Issuance Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Third Supplemental Indenture.

“Series 2022 General Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“Series 2022 Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Third Supplemental Indenture.

“Series 2022 O&M Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Acquisition Account.

“Series 2022 Optional Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“Series 2022 Pledged Revenues” shall mean with respect to the Series 2022 Bonds (a) all revenues received by the Issuer from the Series 2022 Special Assessments levied and collected on the assessable lands within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2022 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2022 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the Indenture created and established with respect to or for the benefit of the Series 2022 Bonds; provided, however, that Series 2022 Pledged Revenues shall not include (A) any moneys transferred to the Series 2022 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

“Series 2022 Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Series 2022 Special Assessments being prepaid pursuant to Section 4.05 of this Third Supplemental Indenture or as a result of an acceleration of the Series 2022 Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2022 Special Assessments are being collected through a direct billing method.

“Series 2022 Prepayment Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2022 Bond Redemption Account pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“Series 2022 Principal Account” shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Third Supplemental Indenture.

“Series 2022 Rebate Fund” shall mean the Fund so designated, established pursuant to Section 4.01(j) of this Third Supplemental Indenture.

“Series 2022 Reserve Account” shall mean the Series 2022 Reserve Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Third Supplemental Indenture.

“Series 2022 Reserve Requirement” or “Reserve Requirement” shall mean an amount equal to ___% of the maximum annual debt service with respect to the initial principal amount of the Series 2022 Bonds determined on the date of issuance. Any amount in the Series 2022 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2022 Bonds be used to pay principal of and interest on the Series 2022 Bonds at that time. The Series 2022 Reserve Requirement shall be equal to \$_____.

“Series 2022 Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Third Supplemental Indenture.

“Series 2022 Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Third Supplemental Indenture.

“Series 2022 Special Assessments” shall mean a portion of the Special Assessments levied on the assessable lands within the District as a result of the Issuer’s acquisition and/or construction of the 2022 Project, corresponding in amount to the debt service on the Series 2022 Bonds and designated as such in the methodology report relating thereto.

“2022 Project” shall mean the acquisition of the Clubhouse Property and the Costs of certain improvements thereto and the funding of a portion of the annual operation and maintenance costs relating to the Clubhouse Property.

“Underwriter” shall mean FMSbonds, Inc., the underwriter of the Series 2022 Bonds.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Series 2022 Bonds), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

ARTICLE II
THE SERIES 2022 BONDS

SECTION 2.01. Amounts and Terms of Series 2022 Bonds; Issue of Series 2022 Bonds. No Series 2022 Bonds may be issued under this Third Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2022 Bonds that may be issued under this Third Supplemental Indenture is expressly limited to \$_____. The Series 2022 Bonds shall be numbered consecutively from R-1 and upwards.

(b) Any and all Series 2022 Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2022 Bonds upon execution of this Third Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2022 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2022 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2022 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2022 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2022 Bonds.

(a) The Series 2022 Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of acquiring the 2022 Project, (ii) to fund a deposit into the Series 2022 Construction Subaccount, (iii) to fund a deposit into the Series 2022 O&M Subaccount, (iv) to fund the Series 2022 Reserve Account in an amount equal to the Series 2022 Reserve Requirement, and (v) to pay the costs of issuance of the Series 2022 Bonds. The Series 2022 Bonds shall be designated "Touchstone Community Development District Special Assessment Bonds, Series 2022 (2022 Project)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2022 Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2022 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2022 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to [May 1, 2023], in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Third Supplemental Indenture in connection with a book entry only system of registration of the Series 2022 Bonds, the principal or Redemption Price of the Series 2022 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2022 Bonds. Except as otherwise provided in Section 2.07 of this Third Supplemental Indenture in connection with a book entry only system of registration of the Series 2022 Bonds, the payment of interest on the Series 2022 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2022 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2022 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called “Defaulted Interest”) shall be paid to the Owner in whose name the Series 2022 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2022 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

SECTION 2.05. Debt Service on the Series 2022 Bonds.

(a) The Series 2022 Bonds will mature on [November 1] in the years and in the principal amounts, and bear interest at the rates all set forth below, subject to the right of prior redemption in accordance with their terms.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
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*Term Bonds

(b) Interest on the Series 2022 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent

lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2022 Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2022 Bond Proceeds. From the net proceeds of the Series 2022 Bonds received by the Trustee in the amount of \$_____.

(a) \$_____ derived from the net proceeds of the Series 2022 Bonds (which is an amount equal to the Series 2022 Reserve Requirement) shall be deposited in the Series 2022 Reserve Account of the Debt Service Reserve Fund;

(b) \$_____ derived from the net proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2022 Bonds; and

(c) \$_____ representing the balance of the net proceeds of the Series 2022 Bonds of which \$_____ shall be deposited in the Series 2022 Acquisition Account, \$_____ shall be deposited into the Series 2022 O&M Subaccount and \$_____ shall be deposited in the Series 2022 Construction Subaccount which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture, Section 4.01(a) of the Third Supplemental Indenture and the terms of the Acquisition Agreement.

SECTION 2.07. Book-Entry Form of Series 2022 Bonds. The Series 2022 Bonds shall be issued as one fully registered bond for each maturity of Series 2022 Bonds and deposited with The Depository Trust Company (“DTC”), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2022 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants (“DTC Participants”) and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly (“Indirect Participants”). The DTC Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2022 Bonds (“Beneficial Owners”).

Principal and interest on the Series 2022 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2022 Bonds, through DTC Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2022 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall

be responsible for notices to DTC Participants and DTC Participants shall be responsible for notices to Indirect Participants, and DTC Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2022 Bonds in the form of fully registered Series 2022 Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2022 Bonds may be exchanged for an equal aggregate principal amount of Series 2022 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the Series 2022 Bonds, and hereby appoints U.S. Bank Trust Company, National Association, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. U.S. Bank Trust Company, National Association hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints U.S. Bank Trust Company, National Association as Paying Agent for the Series 2022 Bonds. U.S. Bank Trust Company, National Association hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to Issuance of the Series 2022 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2022 Bonds, all the Series 2022 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) Executed originals of the Master Indenture and this Third Supplemental Indenture;
- (c) An opinion of Counsel to the District, also addressed to the Trustee, substantially to the effect that (i) the Issuer has been duly established and validly exists as a

community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act, to purchase and improve the 2022 Project and to pay a portion of the annual operation and maintenance costs of the Clubhouse being financed with the proceeds of the Series 2022 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to own and operate the 2022 Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2022 Special Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2022 Special Assessments, and (v) the Series 2022 Special Assessments are legal, valid and binding liens upon the property against which such Series 2022 Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid; and

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2022 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Third Supplemental Indenture.

Receipt by the Trustee of the net proceeds from the initial sale of the Series 2022 Bonds shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2022 Bonds set forth in this Section 2.09.

[END OF ARTICLE II]

ARTICLE III
REDEMPTION OF SERIES 2022 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2022 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2022 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2022 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2022 Bonds or portions of the Series 2022 Bonds to be redeemed pursuant to Section 8.04 of the Master Indenture. Partial redemptions of Series 2022 Bonds shall be made in such a manner that the remaining Series 2022 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2022 Bond.

The Series 2022 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2022 Bonds shall be made on the dates specified below.

(a) Optional Redemption. The Series 2022 Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after [November 1], 20XX (less than all Series 2022 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2022 Optional Redemption Subaccount of the Series 2022 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2022 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2022 Bonds is substantially level.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2022 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account following the Prepayment in whole or in part of the Series 2022 Special Assessments on any assessable property within the District in accordance with the provisions of Section 4.05(a) of this Third Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2022 Funds, Accounts and subaccounts (other than the Series 2022 Rebate Fund, the Series 2022 Costs of Issuance Account, the Series 2022 Acquisition Account, the Series 2022 O&M Subaccount and the Series 2022 Construction Subaccount) sufficient to pay and redeem all Outstanding Series

2022 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) Upon the acquisition of the 2022 Project and the completion of the improvements to the Clubhouse Property, from any funds remaining on deposit in the Series 2022 Acquisition Account and/or the Series 2022 Construction Subaccount not otherwise reserved to acquire or improve the 2022 Project, in either case, such funds have been transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2022 Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

The Series 2022 Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2022 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

The Series 2022 Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption

amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

The Series 2022 Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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*Maturity

Upon any redemption or purchase of Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2022 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such

redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2022 Bonds under any provision of this Third Supplemental Indenture or directed to redeem Series 2022 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2022 Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

ARTICLE IV
ESTABLISHMENT OF CERTAIN FUNDS, ACCOUNTS AND SUBACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;
REMOVAL OF SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds, Accounts and Subaccounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2022 Acquisition Account” and within such Account a Series 2022 O&M Subaccount and a Series 2022 Construction Subaccount. Proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Acquisition Account, the Series 2022 O&M Subaccount and the Series 2022 Construction Subaccount in the amounts set forth in Section 2.06 of this Third Supplemental Trust Indenture, together with any moneys transferred to the Series 2022 Acquisition Account and/or the Series 2022 O&M Subaccount and/or the Series 2022 Construction Subaccount, and moneys in the Series 2022 Acquisition Account shall be applied as set forth in the Acquisition Agreement. All the moneys on deposit in the Series 2022 O&M Subaccount shall be withdrawn by the District Manager upon written request of the District Manager made to the Trustee without the need for any requisition form. Any moneys remaining in the Series 2022 Acquisition Account after the date of purchase of the 2022 Project and after payment of any other Costs of the 2022 Project including the payment of the Clubhouse Property improvements from moneys on deposit in the Series 2022 Construction Subaccount, as evidenced in writing from the Issuer or from the District Manager, on behalf of the Issuer to the Trustee, shall be transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account as provided in Section 3.01(b)(iii) hereof, and the Series 2022 Acquisition Account, the Series 2022 O&M Subaccount and the Series 2022 Construction Subaccount therein shall be closed. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit D, the Trustee shall withdraw moneys from the Series 2022 Acquisition Account and the Series 2022 Construction Subaccount. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2022 Costs of Issuance Account.” Proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Costs of Issuance Account in the amount set forth in Section 2.06 of this Third Supplemental Indenture. Upon presentment to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit D, the Trustee shall withdraw moneys from the Series 2022 Costs of Issuance Account to pay the costs of issuing the Series 2022 Bonds. Six months after the issuance of the Series 2022 Bonds, any moneys remaining in the Series 2022 Costs of Issuance Account in excess of the costs of issuing the Series 2022 Bonds requested to be disbursed by the Issuer shall be deposited into the Series 2022 Interest Account and the Series 2022 Costs of Issuance Account shall be closed. Any deficiency in the amount allocated to pay the cost of issuing the Series 2022 Bonds shall be paid pursuant to SEVENTH of Section 4.02 hereof from excess Series 2022 Pledged Revenues on deposit in the Series 2022 Revenue Account upon receipt by the Trustee of written direction from the Issuer.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the “Series 2022 Revenue Account.” Series 2022 Special Assessments and any other amounts required to be deposited therein (except for Prepayments of Series 2022 Special Assessments which shall be identified as

such by the Issuer to the Trustee and deposited in the Series 2022 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2022 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Third Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2022 Principal Account.” Moneys shall be deposited into the Series 2022 Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Third Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2022 Interest Account.” Moneys deposited into the Series 2022 Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Third Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the “Series 2022 Sinking Fund Account.” Moneys shall be deposited into the Series 2022 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Third Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Third Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the “Series 2022 Reserve Account.” Proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Reserve Account in the amount set forth in Section 2.06 of this Third Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2022 Reserve Account shall be applied for the purposes provided therein and in this Section 4.01(f) of this Third Supplemental Indenture.

On each March 15 and September 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2022 Reserve Account and transfer any excess therein above the Reserve Requirement for the Series 2022 Bonds to the Series 2022 Acquisition Account and after the Completion Date to the Series 2022 Revenue Account.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2022 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2022 Bonds to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2022 Special Assessments and applied to redeem a portion of the Series 2022 Bonds is less than the principal amount of Series 2022 Bonds indebtedness attributable to such lands.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund

designated as the “Series 2022 Bond Redemption Account” and within such Account, a “Series 2022 General Redemption Subaccount,” a “Series 2022 Optional Redemption Subaccount,” and a “Series 2022 Prepayment Subaccount.” Except as otherwise provided in this Third Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the Series 2022 Bonds, moneys to be deposited into the Series 2022 Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

(h) Moneys that are deposited into the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2022 Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof or in part pursuant to Section 3.01(b)(iii) hereof.

(i) Moneys in the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account (including all earnings on investments held in such Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2022 Bonds equal to the amount of money transferred to the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof.

(j) The Issuer hereby directs the Trustee to establish a Series 2022 Rebate Fund designated as the “Series 2022 Rebate Fund.” Moneys shall be deposited into the Series 2022 Rebate Fund, as provided in the Arbitrage Certificate and Section 4.02 SEVENTH herein and applied for the purposes provided therein.

(k) Any moneys on deposit in the Series 2022 Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2022 Bonds pursuant to Section 3.01(a) hereof.

SECTION 4.02. Series 2022 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2022 Revenue Account to the Funds, Accounts and subaccounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each May 1 commencing [May 1, 2023], to the Series 2022 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2022 Bonds becoming due on the next succeeding May 1, less any amount on deposit in the Series 2022 Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each November 1 commencing [November 1, 2023], to the Series 2022 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2022 Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2022 Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each November 1, commencing [November 1, 2023], to the Series 2022 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2022 Bonds subject to sinking fund redemption on such November 1, less any amount on deposit in the Series 2022 Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding each November 1, which is a principal payment date for any Series 2022 Bonds, to the Series 2022 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2022 Bonds Outstanding maturing on such November 1, less any amounts on deposit in the Series 2022 Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2022 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2022 Interest Account, the amount necessary to pay interest on the Series 2022 Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2022 Bonds remain Outstanding, to the Series 2022 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2022 Reserve Requirement for the Series 2022 Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be deposited into the Series 2022 Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2022 Bonds and next, any balance in the Series 2022 Revenue Account shall remain on deposit in such Series 2022 Revenue Account, unless pursuant to the Arbitrage Certificate, it is necessary to make a deposit into the Series 2022 Rebate Fund , in which case, the Issuer shall direct the Trustee to make such deposit thereto.

SECTION 4.03. Power to Issue Series 2022 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2022 Bonds, to execute and deliver the Indenture and to pledge the Series 2022 Pledged Revenues for the benefit of the Series 2022 Bonds to the extent set forth herein. The Series 2022 Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2022 Bonds. The Series 2022 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2022 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. 2022 Project to Conform to Consulting Engineers Report. Upon the issuance of the Series 2022 Bonds, the Issuer will promptly proceed to acquire the 2022 Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto, all pursuant to the terms and provisions of the Acquisition Agreement.

SECTION 4.05. Prepayments; Removal of the Series 2022 Special Assessment Liens.

(a) At any time any owner of property within the District, which Property is subject to the Series 2022 Special Assessments may, at its option, or as a result of acceleration of the Series 2022 Special Assessments because of non-payment thereof shall require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2022 Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2022 Special Assessment, which shall constitute Series 2022 Prepayment Principal, plus, accrued interest to the next succeeding Interest Payment Date (or the succeeding Interest Payment Date if such Prepayment is made within forty-five (45) calendar days before an Interest Payment Date), attributable to the property subject to the Special Assessment owned by such owner.

(b) Upon receipt of Series 2022 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the District that the Series 2022 Special Assessment has been paid in whole or in part and that such Series 2022 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2022 Bonds pursuant to Section 3.01(b)(i) forty-five (45) days prior to each Quarterly Redemption Date. At any time such Prepayment is not in an integral multiple of \$5,000, the Trustee shall withdraw moneys from the Series 2022 Revenue Account to round-up to an integral multiple of \$5,000 and deposit such amount into the Series 2022 Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the Series 2022 Revenue Account unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

[END OF ARTICLE IV]

ARTICLE V
COVENANTS AND DESIGNATIONS OF THE ISSUER

SECTION 5.01. Collection of Series 2022 Special Assessments. Pursuant to the terms and provisions of the Master Indenture and except as provided in the next succeeding sentence, the Issuer shall collect the Series 2022 Special Assessments relating to the acquisition and construction of the 2022 Project through the Uniform Method of Collection (the “Uniform Method”) afforded by Chapter 197, Florida Statutes. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Series 2022 Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted, or the timing for using the Uniform Method will not yet allow for using such method, unless the Trustee at the direction of the Majority Holders directs the Issuer otherwise. In addition, and not in limitation of, the covenants contained elsewhere in this Third Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2022 Special Assessments, and to levy the Series 2022 Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2022 Bonds when due. All Series 2022 Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to each Interest Payment Date.

SECTION 5.02. Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

SECTION 5.03. Investment of Funds, Accounts and Subaccounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2022 Accounts and subaccounts therein created hereunder.

SECTION 5.04. Additional Obligations. The Issuer covenants not to issue any other Bonds or other debt obligations secured by the Series 2022 Special Assessments. Such covenant shall not prohibit the Issuer from issuing refunding Bonds.

SECTION 5.05. Acknowledgement Regarding Series 2022 Acquisition Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2022 Bonds are payable solely from the Series 2022 Pledged Revenues. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2022 Bonds, (i) the Series 2022 Pledged Revenues include, without limitation, any amounts on deposit in the Series 2022 Acquisition Account of the Acquisition and Construction Fund and Series 20232 Construction Subaccount then held by the Trustee, (ii) the Series 2022 Pledged Revenues may not be used by the Issuer (whether to pay costs of the 2022 Project or otherwise) without the consent of the Majority Holders, and (iii) the Series 2022 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The Issuer covenants

not to enter into any contract regarding the 2022 Project from and after the occurrence of an Event of Default without the written direction of the Majority Holders.

[END OF ARTICLE V]

ARTICLE VI
THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 6.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the Indenture. The Trustee agrees to act as Paying Agent and Registrar for the Series 2022 Bonds.

SECTION 6.02. Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Third Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2022 Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

SECTION 6.03. Brokerage Confirmations. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[END OF ARTICLE VI]

ARTICLE VII
MISCELLANEOUS PROVISIONS

SECTION 7.01. Interpretation of Third Supplemental Indenture. This Third Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2022 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Third Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Third Supplemental Indenture shall be read and construed as one document.

SECTION 7.02. Amendments. Any amendments to this Third Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 7.03. Counterparts. This Third Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Third Supplemental Indenture are hereby incorporated herein and made a part of this Third Supplemental Indenture for all purposes.

SECTION 7.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2022 Bonds or the date fixed for the redemption of any Series 2022 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 7.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2022 Bonds.

SECTION 7.07. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Touchstone Community Development District has caused this Third Supplemental Trust Indenture to be executed by the Chairperson or Vice Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Secretary or an Assistant Secretary of its Board of Supervisors and U.S. Bank Trust Company, National Association has caused this Third Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year above written.

TOUCHSTONE COMMUNITY
DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: _____
Name: _____
Title: Chairperson/Vice Chairperson
Board of Supervisors

By: _____
Name: _____
Title: Secretary/Assistant Secretary
Board of Supervisors

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee,
Paying Agent and Registrar

By: _____
Name: Stacey L. Johnson
Title: Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, Chairperson/Vice Chairperson of the Board of Supervisors of Touchstone Community Development District, who acknowledged that he/she did sign the foregoing instrument as such officer, for and on behalf of Touchstone Community Development District; that the same is his/her free act and deed as such officer, and the free act and deed of Touchstone Community Development District; and that the seal affixed to said instrument is the seal of Touchstone Community Development District. He/she is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, Secretary/Assistant Secretary of the Board of Supervisors of Touchstone Community Development District, who acknowledged that he/she did sign the foregoing instrument as such officer, for and on behalf of Touchstone Community Development District; that the same is his/her free act and deed as such officer, and the free act and deed of Touchstone Community Development District; and that the seal affixed to said instrument is the seal of Touchstone Community Development District. He/she is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by Stacey L. Johnson, a Vice President of U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), who acknowledged that she did so sign said instrument as such officer for and on behalf of the Trustee; that the same is her free act and deed as such officer and the free act and deed of the Trustee; that she appeared before me on this day in person and acknowledged that she, being thereunto duly authorized, signed, for the uses and purposes therein set forth. She is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

EXHIBIT A
DESCRIPTION OF 2022 PROJECT

The 2022 Project includes:

A 3.24 acre tract of land together with an existing clubhouse building (_____ square feet), pool, parking lot, green space, landscaping/hardscaping, fixtures and personal property, all located within Parcel L of the Touchstone Phase 1 plat;

Related soft and incidental costs including, if required, the funding of operation and maintenance costs relating thereto.

EXHIBIT B

[FORM OF SERIES 2022 BOND]

R-1

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND, SERIES 2022
(2022 PROJECT)**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issuance</u>	<u>CUSIP</u>
_____ %			89154G

Registered Owner:-----Cede & Co.-----

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Touchstone Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2022 Bonds are in book-entry only form such presentation shall not be required), at the designated corporate trust office of U.S. Bank Trust Company, National Association, as paying agent (said U.S. Bank Trust Company, National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on a 360-day year of twelve 30-day months), said principal payable on the Maturity Date stated above. Principal of this Bond is payable at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Orlando, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1, commencing [May 1, 2023] to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank Trust Company, National Association, as registrar (said U.S. Bank Trust Company, National Association and any successor registrar being herein called the "Registrar") at the close of business on the first day of the calendar month for which an Interest Payment Date occurs or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to [May 1, 2023], in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid

to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by U.S. Bank Trust Company, National Association, as Trustee (said U.S. Bank Trust Company, National Association and any successor trustee being herein called the "Trustee"), notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, HILLSBOROUGH COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE SERIES 2022 SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Touchstone Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act") and Ordinance No. 17-24 of the Board of County Commissioners of Hillsborough County, Florida enacted on September 20, 2017 and becoming effective on September 26, 2017, as amended by Ordinance No. 21-32 enacted on September 8, 2021 and effective on September 9, 2021, designated as "Touchstone Community Development District Special Assessment Bonds, Series 2022 (2022 Project)" (the "Bonds" or the "Series 2022 Bonds"), in the aggregate principal amount of _____ MILLION _____ HUNDRED THOUSAND AND 00/100 DOLLARS (\$_____.00) of like date, tenor and effect, except as to number, denomination, interest rate and maturity date. The Series 2022 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay the costs of constructing and/or acquiring the 2022 Project (as defined in the herein referred to Indenture). The Series 2022 Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of February 1, 2018 (the "Master Indenture"), as amended by a Third Supplemental Trust Indenture dated as of _____ 1, 2022 (the "Third Supplemental Indenture" and together with the Master Indenture, the

“Indenture”), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Orlando, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2022 Bonds issued under the Indenture, the operation and application of the Debt Service Fund, the Series 2022 Reserve Account within the Debt Service Reserve Fund and other Funds, Accounts and subaccounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2022 Bonds, the levy and the evidencing and certifying for collection, of the Series 2022 Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Series 2022 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2022 Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holders of the Series 2022 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2022 Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for the Series 2022 Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Series 2022 Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of the Series 2022 Special Assessments to secure and pay the Bonds.

The Series 2022 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2022 Bonds shall be made on the dates specified below. Upon any redemption of Series 2022 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2022 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2022 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an

increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2022 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2022 Bonds are subject to redemption prior to maturity at the option of the Issuer, as a whole or in part, at any time, on or after November 1, 20XX (less than all Series 2022 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of the Series 2022 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2022 Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
-------------	---

*Maturity

The Series 2022 Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

Year **Mandatory Sinking Fund
Redemption Amount**

*Maturity

The Series 2022 Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

Year **Mandatory Sinking Fund
Redemption Amount**

*Maturity

The Series 2022 Bonds maturing on November 1, 20XX are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2022 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the Indenture.

Year **Mandatory Sinking Fund**
Redemption Amount

*Maturity

Extraordinary Mandatory Redemption in Whole or in Part

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2022 Prepayment Principal deposited into the Series 2022 Prepayment Subaccount of the Series 2022 Bond Redemption Account following the Prepayment in whole or in part of Series 2022 Special Assessments on any assessable lands within the District in accordance with the provisions of Section 4.05(a) of the Third Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2022 Funds, Accounts and subaccounts in the Funds, Accounts and subaccounts (other than the Series 2022 Rebate Fund, the Series 2022 Costs of Issuance Account, the Series 2022 Acquisition Account, the Series 2022 O&M Subaccount and the Series 2022 Construction Subaccount) sufficient to pay and redeem all Outstanding Series 2022 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture.

(iii) upon the acquisition of the 2022 Project and completion of the improvements to the Clubhouse Property, from any funds remaining on deposit in the Series 2022 Acquisition Account and/or the Series 2022 Construction Subaccount not otherwise reserved to acquire or improve the 2022 Project, in either case, such funds have been transferred to the Series 2022 General Redemption Subaccount of the Series 2022 Bond Redemption Account.

Except as otherwise provided in the Indenture, if less than all of the Bonds subject to redemption shall be called for redemption, the particular such Bonds or portions of such Bonds to be redeemed shall be selected randomly by the Trustee, as provided in the Indenture.

Notice of each redemption of the Bonds is required to be mailed by the Trustee by class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Trustee or the Paying Agent, all as provided in the Indenture, the Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Bonds or such portions thereof on such date, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Trustee or the Paying Agent. Further notice of redemption shall be given by the Trustee to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Notwithstanding the foregoing, the Trustee is authorized to give conditional notice of redemption as provided in the Master Indenture.

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

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

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

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

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

The Issuer shall keep books for the registration of the Bonds at the designated corporate trust office of the Registrar in Orlando, Florida. Subject to the restrictions contained in the

Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Touchstone Community Development District has caused this Bond to be signed by the manual signature of the Chairperson or Vice Chairperson of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of the Secretary or an Assistant Secretary of its Board of Supervisors, all as of the date hereof.

TOUCHSTONE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary/Assistant Secretary
Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Vice President

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Thirteenth Judicial Circuit of Florida, in and for Hillsborough County, Florida, rendered on the ____ day of _____, 2022.

TOUCHSTONE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chairperson/Vice Chairperson
Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary/Assistant Secretary
Board of Supervisors

ABBREVIATIONS

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and
not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors Act _____
(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

EXHIBIT C

FORMS OF REQUISITIONS

**TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022
(2022 PROJECT)**

(Acquisition Account and/or Series 2022 Construction Account)

The undersigned, a Responsible Officer of the Touchstone Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of February 1, 2018, as supplemented by that certain Third Supplemental Trust Indenture dated as of _____ 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee:
- (D) Amount Payable:
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

*[Series 2022 Acquisition Account of the Acquisition Construction Fund]
and/or the [Series 2022 Construction Subaccount]*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2022 Acquisition Account and/or the Series 2022 Construction Subaccount;
3. each disbursement set forth above was incurred in connection with the Cost of the 2022 Project; and
4. each disbursement represents a Cost of 2022 Project which has not previously been paid.

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

TOUCHSTONE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2022 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

**TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2022
(2022 PROJECT)**

(Costs of Issuance)

The undersigned, a Responsible Officer of the Touchstone Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated as of February 1, 2018, as supplemented by that certain Third Supplemental Trust Indenture dated as of _____ 1, 2022 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:

- (B) Amount Payable:

- (C) Purpose for which paid or incurred: Costs of Issuance

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

Series 2022 Costs of Issuance Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. this requisition is for costs of issuance payable from the Series 2022 Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2022 Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2022 Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

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

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

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

TOUCHSTONE COMMUNITY DEVELOPMENT
DISTRICT

By: _____
Responsible Officer

Date: _____

EXHIBIT D

FORM OF INVESTOR LETTER

[Date]

FMSbonds, Inc.
20660 W. Dixie Highway
North Miami Beach, FL 33180

Re: \$_____ Touchstone Community Development District Special Assessment Bonds, Series 2022 (2022 Project)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the “Investor”) of \$_____ of the above-referenced Bonds [state maturing on November 1, _____, bearing interest at the rate of ___% per annum and CUSIP #] (herein, the “Investor Bonds”).

In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2. The Investor meets the criteria of an “accredited investor” as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the “Securities Act”) summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company, business development company, small business investment company; or rural business investment company;

an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of \$5 million;

an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust

partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding \$5 million;

- a business in which all the equity owners are “accredited investors”;
- a natural person who has individual net worth, or joint net worth with the person’s spouse or spousal equivalent, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;
- a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;
- a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person;
- an entity, of a type other than those set forth above, that owns investments in excess of \$5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;
- a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for “accredited investor” status;
- a “family office” with at least \$5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or
- a “family client” of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated _____, 2022 of the Issuer and relating to the Bonds (the “Offering Document”) and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Name], [Type of Entity]

By: _____

Name: _____

Title: _____

Date: _____

Or

[Name], an Individual

62342235v8/175072.010300

**TOUCHSTONE
COMMUNITY DEVELOPMENT DISTRICT**

January 13, 2022 Minutes of the Regular Meeting

Minutes of the Regular Meeting

The Regular Meeting of the Board of Supervisors for the Touchstone Community Development District was held on **Monday, January 13, 2022 at 9:00 a.m.** at the Offices of Meritus located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.

1. CALL TO ORDER/ROLL CALL

Brian Lamb called the Regular Meeting of the Touchstone Community Development District to order on **Monday, January 13, 2022 at 9:00 a.m.**

Board Members Present and Constituting a Quorum:

Kelly Evans	Chair
Laura Coffey	Vice-Chair
Lori Campagna	Supervisor
Becky Wilson	Supervisor

Staff Members Present:

Brian Lamb	District Manager, Meritus	
Gene Roberts	District Manager, Meritus	
Vivek Babbar	District Counsel, Straley Robin Vericker	<i>via teleconference</i>

There were no audience members in attendance.

2. PUBLIC COMMENT ON AGENDA ITEMS

There were no public comments on agenda items.

3. BUSINESS ITEMS

A. Consideration of Steadfast Landscaping Addendum #1

Supervisor Evans stated she was not satisfied with the proposal and would like to negotiate with Steadfast.

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MOTION TO:	Authorize the Chair to negotiate and approve the addendum with Steadfast.
MADE BY:	Supervisor Coffey
SECONDED BY:	Supervisor Evans
DISCUSSION:	None further
RESULT:	Called to a Vote: Motion PASSED 4/0 - Motion Passed Unanimously

- 4. CONSENT AGENDA**
 - A. Consideration of Minutes of the Regular Meeting October 14, 2021**
 - B. Consideration of Operations and Maintenance Expenditures September 2021**
 - C. Consideration of Operations and Maintenance Expenditures October 2021**
 - D. Consideration of Operations and Maintenance Expenditures November 2021**
 - E. Consideration of Operations and Maintenance Expenditures December 2021**

The Board reviewed the Consent Agenda items. The Board noted that D needs to be removed.

MOTION TO:	Approve Consent Agenda items A, B, C, and E, but remove D.
MADE BY:	Supervisor Evans
SECONDED BY:	Supervisor Campagna
DISCUSSION:	None further
RESULT:	Called to a Vote: Motion PASSED 4/0 - Motion Passed Unanimously

5. REVIEW OF FINANCIAL STATEMENTS MONTH ENDING DECEMBER 31, 2021

The Board reviewed the financials.

6. VENDOR/STAFF REPORTS

- A. District Counsel**
- B. District Engineer**

There was nothing to report from Counsel or the Engineer.

80 **C. District Manager**

81 **i. Community Inspection Report**

82 **ii. Steadfast Report**

83
84 The Board reviewed the District management reports. Mr. Lamb updated the Board on the status
85 of the bond requisition for the purchase of the amenity center. Staff should have more
86 information by the February CDD meeting.
87

88
89 **7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**

90
91 Supervisor Coffey asked about Lennar being reimbursed for the construction cost of Phase 7. Mr.
92 Lamb and Mr. Babbar stated that Lennar will receive a bill of sale for the money spent. The
93 District Engineer and Counsel will provide the monetary amount which the District will pay
94 from the trust fund.
95

96 Supervisor Campagna stated that on page 78 in the O&Ms, the Mirabella staff payment should
97 be removed. She also went over that when she was on site, she noticed a neighbor of Touchstone
98 allowing their horses to swim in the District's pond. She asked staff to have Counsel send them a
99 cease-and-desist letter.
100

101 Supervisor Evans noted that on page 77 of the O&Ms, a TECO invoice for Rivercrest should be
102 removed.
103

104
105 **8. PUBLIC COMMENTS**

106
107 There were no public comments.
108

109
110 **9. ADJOURNMENT**
111

MOTION TO:	Adjourn.
MADE BY:	Supervisor Coffey
SECONDED BY:	Supervisor Evans
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

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120 *Please note the entire meeting is available on disc.

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122 *These minutes were done in summary format.

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

128

129 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly
130 noticed meeting held on _____.

131

132

133

134 _____
Signature

134 _____
Signature

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136 _____

136 _____

137 Printed Name

137 Printed Name

138

139 Title:

139 Title:

140 Secretary

140 Chairman

141 Assistant Secretary

141 Vice Chairman

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Recorded by Records Administrator

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Signature

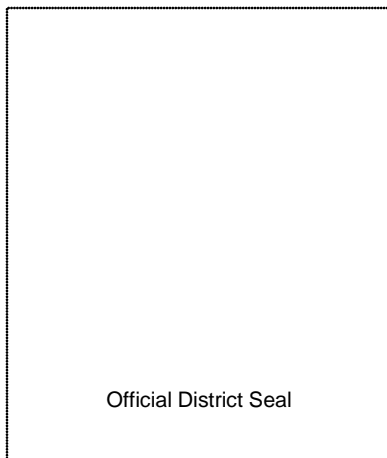
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Date

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Touchstone Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	11076	\$ 4,216.41		Management Services - November
Sitex Aquatics	5558B	675.00		Lake Maintenance - November
Monthly Contract Sub-Total		\$ 4,891.41		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
BOCC	1081055608 110821	\$ 225.58		Water Services - Thru 11/2/2021
Tampa Electric	221007137385 110421	5,613.32		Electric Services Thru 10/29/2021
Tampa Electric	221008101554 110421	859.36		Electric Services Thru 10/29/2021
Tampa Electric	221008192751 110421	1,019.55		Electric Services Thru 10/29/2021
Tampa Electric	221008369474 110421	0.00	\$ 7,492.23	Electric Services Thru 10/29/2021
Utilities Sub-Total		\$ 7,717.81		
Regular Services				
ADA Site Compliance	2008	\$ 1,500.00		Technological Auditing Compliance 10/26/2021
Grau & Associates	GA 110121	58.00		Audit Service - 9/30/2021
JNJ Cleaning Services	JNJ 110121	100.00		Cleaning Service - 11.01.2021
Straley Robin Vericker	20497	3,287.35		Professional Service - 10/15/2021
Regular Services Sub-Total		\$ 4,945.35		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 17,554.57		

**Touchstone Community Development District
Summary of Operations and Maintenance Invoices**

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
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Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

Chairman Vice Chairman Assistant Secretary

Invoice Month	Request Date	Client Name	PR#	Responder	Qty	Price	Amount
October	09/30/2021	Avelar Creek CDD	X53043176V40	U.S. Bank	1	29	29
October	09/30/2021	Belmond Reserve	I5304318M054	U.S. Bank	1	29	29
October	09/30/2021	Berry Bay	X53043195S56	U.S. Bank	1	29	29
October	09/30/2021	Corkscrew Farms	M53043217X72	U.S. Bank	2	29	58
October	09/30/2021	Carlton Lakes	T5304328M027	U.S. Bank	3	29	87
October	09/30/2021	Cypress Mill	Q5304330G395	U.S. Bank	1	29	29
October	09/30/2021	Cypress Mill	Q5304330G395	U.S. Bank	1	29	29
October	09/30/2021	Cypress Preserve CDD	J5304336P477	U.S. Bank	1	29	29
October	09/30/2021	Cypress Preserve CDD	J5304336P477	U.S. Bank	1	29	29
October	09/30/2021	Cypress Shadows	L53043376V97	U.S. Bank	2	29	58
October	09/30/2021	Grand Oaks	X5304344A254	U.S. Bank	2	29	58
October	09/30/2021	Champions Reserve	E53043476V75	U.S. Bank	1	29	29
October	09/30/2021	La Collina	X53043517X44	U.S. Bank	1	29	29
October	09/30/2021	Longleaf	T53043576V87	U.S. Bank	2	29	58
October	09/30/2021	North Park Isle	A5304360G320	U.S. Bank	1	29	29
October	09/30/2021	Parkway Center	Z5304362I113	U.S. Bank	3	29	87
October	09/30/2021	Rivercrest	Y5304364A273	U.S. Bank	2	29	58
October	09/30/2021	Shell Point	L53043676V82	U.S. Bank	1	29	29
October	09/30/2021	Sherwood Manor CDD	Y5304370G395	U.S. Bank	1	29	29
October	09/30/2021	South Fork III	R53043717X10	U.S. Bank	3	29	87
October	09/30/2021	Spencer Creek	L53043739R56	U.S. Bank	1	29	29
October	09/30/2021	Spring Lake	R5304376P498	U.S. Bank	2	29	58
October	09/30/2021	Summit at Fern Hill	H53043817X23	U.S. Bank	2	29	58
October	09/30/2021	The Heights CDD	V53043839R14	U.S. Bank	2	29	58
October	09/30/2021	Timber Creek CDD	J5304384A258	U.S. Bank	1	29	29
October	09/30/2021	Timber Creek CDD	J5304384A258	U.S. Bank	1	29	29
October	09/30/2021	Touchstone CDD	I53043858K24	U.S. Bank	1	29	29
October	09/30/2021	Touchstone CDD	I53043858K24	U.S. Bank	1	29	29
October	09/30/2021	South Creek	L53043876V22	U.S. Bank	1	29	29
October	09/30/2021	Creek Preserve	H53043958K10	U.S. Bank	2	29	58
October	09/30/2021	Parrish Plantation	Q53044058K66	U.S. Bank	1	29	29
October	09/30/2021	V-Dana	S5304412I119	U.S. Bank	1	29	29
October	09/30/2021	V-Dana	S5304412I119	U.S. Bank	1	29	29
October	09/30/2021	Ventana CDD	M5304414A275	U.S. Bank	2	29	58
October	09/30/2021	Bull Frog Creek	W53054258K26	U.S. Bank	2	29	58
Total							1,508

Grau and Associates

951 Yamato Road, Suite 280
Boca Raton, FL 33431
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Meritus
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Date 11/1/2021

SERVICE

AMOUNT

Audit FYE 09/30/2021 - Confirmation.com / October

\$ 1,508.00

Current Amount Due

\$ 1,508.00

JNJ Cleaning Services LLC

INVOICE / 11-01-2021-006

10227 Summer Azure Drive
 Riverview Florida, 33578
 813-789-4276

Meritus Corp Touchstone CDD	BALANCE DUE
Mr. Gene Roberts	Upon Receipt
2005 Pan Am Circle, Suite 300	\$100.00
Tampa Florida 33607	

Notes: Regular Cleaning/Janitorial Maintenance outside Touchstone Clubhouse

This is the invoice for October 2021. JNJ Cleaning Services provided regular cleaning/disinfectant and sanitizing.

Item / Item Description	Qty / Hr.Rate	Unit Cost	Total
Pick up trash on all three containers by main road of Touchstone.	.25 Min	\$25.00	\$25.00
Disinfect, sanitize, and clean trash containers and water fountains.	.25 Min	\$25.00	\$25.00
Replace with new trash bags three times per week and maintained clean and sanitize.	.25 Min	\$25.00	\$25.00
Disinfect all areas and sanitize thoroughly.	.25 Min	\$25.00	\$25.00
TOTAL			\$100.00

This invoice is base on the cleaning requirements made by Meritus Corp Touchstone CDD.



JNJ Cleaning Services LLC
 Cesar A Cano

53060-4605
 CD



ACCOUNT INVOICE

tampaelectric.com | f t p g+ in

Statement Date: 11/04/2021
Account: 221007137385

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT
4299 S 78TH ST
TAMPA, FL 33619-6961

Current month's charges:	\$5,613.32
Total amount due:	\$5,613.32
Payment Due By:	11/29/2021

Your Account Summary

Previous Amount Due	\$5,612.89
Payment(s) Received Since Last Statement	-\$5,612.89
Current Month's Charges	\$5,613.32
Total Amount Due	\$5,613.32

00000296-0000674-Page 1 of 10

DOWNED IS DANGEROUS!

If you see a downed power line, move a safe distance away and call 911.

Visit tampaelectric.com/safety for more safety tips.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

SCAMMERS ARE CALLING

Don't be a victim.

- Scammers can alter caller ID numbers to make it look like TECO is calling.
- We will never ask you to purchase a prepaid credit or debit card.
- Know what you owe. Reference your most recent bill or log in to your online account.
- If you think a call is a scam, hang up and call us.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007137385

Current month's charges:	\$5,613.32
Total amount due:	\$5,613.32
Payment Due By:	11/29/2021

Amount Enclosed \$ _____
605704690772

00000296 02 AV 0.42 33607 FTECO111042122500310 00000 03 01000000 013 02 14500 005

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6057046907722210071373850000005613322



ACCOUNT INVOICE

tampaelectric.com



Account: 221007137385
Statement Date: 11/04/2021
Current month's charges due 11/29/2021

Details of Charges – Service from 10/01/2021 to 10/29/2021

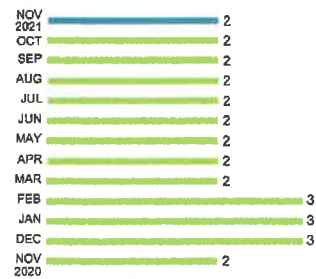
Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000708574	10/29/2021	1,508		1,438		70 kWh	1	29 Days

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Basic Service Charge		\$18.06
Energy Charge	70 kWh @ \$0.06076/kWh	\$4.25
Fuel Charge	70 kWh @ \$0.04255/kWh	\$2.98
Storm Protection Charge	70 kWh @ \$0.00251/kWh	\$0.18
Florida Gross Receipt Tax		\$0.65
Electric Service Cost		\$26.12

00000286-0000675-Page 3 of 10

Details of Charges – Service from 10/01/2021 to 10/29/2021

Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 29 days

Lighting Energy Charge	3658 kWh @ \$0.02734/kWh	\$100.01
Fixture & Maintenance Charge	174 Fixtures	\$2270.94
Lighting Pole / Wire	174 Poles	\$3043.32
Lighting Fuel Charge	3658 kWh @ \$0.04187/kWh	\$153.16
Storm Protection Charge	3658 kWh @ \$0.00354/kWh	\$12.95
Florida Gross Receipt Tax		\$6.82
Lighting Charges		\$5,587.20

Total Current Month's Charges

\$5,613.32





ACCOUNT INVOICE

tampaelectric.com



Statement Date: 11/04/2021
Account: 221008101554

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT
S 78TH ST AND CAMDEN FIELD PKWY PH4
TAMPA, FL 33619

Current month's charges:	\$859.36
Total amount due:	\$859.36
Payment Due By:	11/29/2021

Your Account Summary

Previous Amount Due	\$859.36
Payment(s) Received Since Last Statement	-\$859.36
Current Month's Charges	\$859.36
Total Amount Due	\$859.36

00000210-0000459-Page 1 of 4

DOWNED IS DANGEROUS!

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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008101554

Current month's charges:	\$859.36
Total amount due:	\$859.36
Payment Due By:	11/29/2021

Amount Enclosed \$
619284914730

00000210 01 AV 0.42 33607 FTECO111042122500310 00000 03 01000000 013 02 14414 002

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT
2005 PAN AM CIR, STE 120
TAMPA, FL 33607-2529



MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6192849147302210081015540000000859363



ACCOUNT INVOICE

tampaelectric.com



Account: 221008101554
Statement Date: 11/04/2021
Current month's charges due 11/29/2021

Details of Charges – Service from 10/01/2021 to 10/29/2021

Service for: S 78TH ST AND CAMDEN FIELD PKWY PH4, TAMPA, FL 33619

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 29 days

Lighting Energy Charge	532 kWh @ \$0.02734/kWh	\$14.54
Fixture & Maintenance Charge	28 Fixtures	\$349.72
Lighting Pole / Wire	28 Poles	\$414.96
Lighting Fuel Charge	532 kWh @ \$0.04187/kWh	\$22.27
Storm Protection Charge	532 kWh @ \$0.00354/kWh	\$1.88
Florida Gross Receipt Tax		\$0.99
Franchise Fee		\$52.69
Municipal Public Service Tax		\$2.31

Lighting Charges

\$859.36

Total Current Month's Charges

\$859.36

00000210-0000460-Page 3 of 4

Important Messages

More clean energy to you

Tampa Electric has reduced its use of coal by 94% over the past 20 years and has cut its carbon footprint in half. This is all made possible through investments in technology that help us use more solar and cleaner natural gas to produce electricity. Today, Tampa Electric is the state's top producer of solar energy per customer. Our diverse fuel mix for the 12-month period ending Sept. 2021 includes Natural Gas 73%, Purchased Power 13%, Coal 8% and Solar 6%.





ACCOUNT INVOICE

tampaelectric.com |

Statement Date: 11/04/2021
Account: 221008192751

TOUCHSTONE CDD
78TH ST S, TOWER DAIRY, PH 5
TAMPA, FL 33619

Current month's charges:	\$1,019.55
Total amount due:	\$1,019.55
Payment Due By:	11/29/2021

Your Account Summary

Previous Amount Due	\$1,019.55
Payment(s) Received Since Last Statement	-\$1,019.55
Current Month's Charges	\$1,019.55
Total Amount Due	\$1,019.55

00000268-0000575-Page 1 of 4

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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008192751

Current month's charges:	\$1,019.55
Total amount due:	\$1,019.55
Payment Due By:	11/29/2021

Amount Enclosed \$ _____
619284914825

00000268 01 AV 0.42 33607 FTECO111042122500310 00000 03 01000000 013 02 14472 002

TOUCHSTONE CDD
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

Received
NOV 08 2021



MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6192849148252210081927510000001019553



ACCOUNT INVOICE

tampaelectric.com



Account: 221008192751
Statement Date: 11/04/2021
Current month's charges due 11/29/2021

Details of Charges – Service from 10/01/2021 to 10/29/2021

Service for: 78TH ST S, TOWER DAIRY, PH 5, TAMPA, FL 33619

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 29 days

Lighting Energy Charge	627 kWh @ \$0.02734/kWh	\$17.14
Fixture & Maintenance Charge	33 Fixtures	\$412.17
Lighting Pole / Wire	33 Poles	\$489.06
Lighting Fuel Charge	627 kWh @ \$0.04187/kWh	\$26.25
Storm Protection Charge	627 kWh @ \$0.00354/kWh	\$2.22
Florida Gross Receipt Tax		\$1.17
State Tax		\$71.54
Lighting Charges		\$1,019.55

Total Current Month's Charges \$1,019.55

00000268-0000576-Page 3 of 4

Important Messages

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ACCOUNT INVOICE

tampaelectric.com



Statement Date: 11/04/2021
Account: 221008369474

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT
0 S 78TH ST TOWER DAIRY PH7
TAMPA, FL 33619

Current month's charges:	\$0.00
Total amount due:	\$0.00
Payment Due By:	11/29/2021

Your Account Summary

Previous Amount Due	\$100.00
Payment(s) Received Since Last Statement	-\$100.00
Current Month's Charges	\$0.00
Total Amount Due	\$0.00

00000286-0000677-Page 7 of 10

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To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008369474

Current month's charges:	\$0.00
Total amount due:	\$0.00
Payment Due By:	11/29/2021
Amount Enclosed	\$

618050342878

NOV 08 2021



TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT
2005 PAN AM CIR, STE 300
TAMPA, FL 33607

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6180503428782210083694740000000000000003



ACCOUNT INVOICE

tampaelectric.com | [f](#) [t](#) [p](#) [g+](#) [v](#) [in](#)

Account: 221008369474
Statement Date: 11/04/2021
Current month's charges due 11/29/2021

Details of Charges – Service from 10/01/2021 to 10/29/2021

Lighting Service Items LS-1 (Bright Choices) for 29 days

Lighting Energy Charge	\$0.00
Lighting Fuel Charge	\$0.00
Storm Protection Charge	\$0.00
Florida Gross Receipt Tax	\$0.00

Lighting Charges **\$0.00**

Total Current Month's Charges **\$0.00**

00000295-0000678--Page 9 of 10

Important Messages

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Invoice

7643 Gate Parkway
 Suite# 104-167
 Jacksonville, FL 32256

Date	Invoice #
11/1/2021	5558B

Bill To
 Touchstone CDD
 Meritus Associations
 2005 Pan Am Cir, Ste 300
 Tampa, FL 33607

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Monthly Lake Maintenance- 6 Waterways-November	675.00	675.00
<p>53900.4609 (12)</p>			
<p>Please note that our remittance address has changed. Our new remittance address is:</p> <p>7643 Gate Parkway Suite# 104-167 Jacksonville, FL 32256</p>			
		Payments/Credits	\$0.00
		Balance Due	\$675.00

Meritus Districts

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE

INVOICE NO.: 11076
DATE: 11/01/2021
DUE DATE: 11/01/2021

BILLING ADDRESS

Touchstone CDD
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	District Management Services November		3,750.00
	Website Administration		150.00
	Postage September		6.30
67	Copies BW September	0.15	10.05
	Disclosure Report		300.00

SUBTOTAL	4,216.41
NEW CHARGES	
TOTAL	4,216.41

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400 * Facsimile (813) 223-5043

Federal Tax Id. - 20-1778458

Touchstone Community Development District
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

October 25, 2021
Client: 001492
Matter: 000001
Invoice #: 20497

Page: 1

RE: General

For Professional Services Rendered Through October 15, 2021

SERVICES

Date	Person	Description of Services	Hours
9/28/2021	LB	PREPARE CORRESPONDENCE TO B. CRUTCHFIELD REQUESTING ADOPTED ORDINANCE EXPANDING THE DISTRICT; PREPARE DRAFT AMENDED NOTICE OF ESTABLISHMENT, DRAFT AMENDED NOTICE OF LIEN FOR SERIES 2019 BONDS AND FIRST AMENDMENT TO TRUE UP AGREEMENT FOR 2019 BONDS; REVIEW ORDINANCE; WORK ON LEGAL DESCRIPTION FOR DOCUMENTS.	1.8
9/29/2021	VKB	REVIEW SECOND SUPPLEMENTAL TRUST INDENTURE REQUIREMENTS FOR RELEASE OF ANNEXATION AREA SUB ACCOUNT; REVIEW AND REVISE FIRST AMENDMENT TO TRUE-UP AGREEMENT AND LIEN OF RECORD; TELEPHONE CALL TO B. LAMB RE: SAME; DRAFT NOTICE LETTER TO TRUSTEE RE: SATISFACTION OF ANNEXATION RELEASE CONDITIONS; REVIEW LEGAL DESCRIPTION; TELECONFERENCE WITH K. EVANS RE: SAME; REVIEW AGENDA PACKAGE; TELEPHONE CALL TO G. ROBERTS RE: UPCOMING BOARD MEETING.	3.8

51466-3107
WR

SERVICES

Date	Person	Description of Services	Hours	
9/29/2021	LB	EXECUTE AND E-RECORD AMENDED NOTICE OF ESTABLISHMENT; PREPARE CORRESPONDENCE TO J. GASKINS WITH THE DEO TRANSMITTING EXPANSION ORDINANCE AND CURRENT LOCATION MAP; PREPARE CORRESPONDENCE TO MERITUS TRANSMITTING RECORDED AMENDED NOTICE OF ESTABLISHMENT FOR THE DISTRICT'S RECORDS.	0.4	
9/30/2021	VKB	PREPARE FOR AND ATTEND BOARD MEETING; DRAFT OPINION LETTER FOR DEBT ASSESSMENTS FOR PHASE 7 AS REQUIRED BY SECOND SUPPLEMENTAL TRUST INDENTURE; DRAFT EMAIL RE: SAME; PREPARE LIEN OF RECORD FOR RECORDING.	2.3	
10/13/2021	VKB	REVIEW AGENDA PACKAGE; TELEPHONE CALL TO G. ROBERTS RE: UPCOMING BOARD MEETING.	0.3	
10/14/2021	VKB	PREPARE FOR AND ATTEND BOARD MEETING VIA TELEPHONE.	0.3	
10/15/2021	VKB	REVIEW AND REVISE DRAFT OF PHASE 6 PLAT; REVIEW AND REPLY TO EMAIL FROM K. EVANS RE: SAME; REVIEW PRIOR PLATS, GRANT OF EASEMENTS, AND DEEDS; REVIEW AND REPLY TO EMAIL FROM G. ROBERTS RE: PARKING ISSUES ON COUNTY ROW.	2.1	
Total Professional Services			11.0	\$3,212.00

PERSON RECAP

Person	Hours	Amount
VKB Vivek K. Babbar	8.8	\$2,860.00
LB Lynn Butler	2.2	\$352.00

DISBURSEMENTS

Date	Description of Disbursements	Amount
9/30/2021	Simplefile E-Recording- Filing Fee- eFiling	\$74.75
10/15/2021	Photocopies (4 @ \$0.15)	\$0.60

October 25, 2021
Client: 001492
Matter: 000001
Invoice #: 20497

Page: 3

DISBURSEMENTS

Date	Description of Disbursements	<u>Amount</u>
	Total Disbursements	\$75.35
	Total Services	\$3,212.00
	Total Disbursements	\$75.35
	Total Current Charges	\$3,287.35
	PAY THIS AMOUNT	\$3,287.35

Please Include Invoice Number on all Correspondence

ADA Site Compliance
 6400 Boynton Beach Blvd 742721
 Boynton Beach, FL 33474
 accounting@adasitecompliance.com



Invoice

BILL TO
 Touchstone CDD

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2008	10/26/2021	\$1,500.00	11/09/2021	14	

DESCRIPTION	QTY	RATE	AMOUNT
Technological Auditing, Compliance Shield, Customized Accessibility Policy, and Consulting with Accessibility and Compliance Experts	1	1,500.00	1,500.00

BALANCE DUE

\$1,500.00

51300 5104
 CR



Hillsborough County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT	1081055608	11/08/2021	11/29/2021

Service Address: 7651 CAMDEN FIELD PKWY

S-Page 1 of 1

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
61024546	10/05/2021	166017	11/02/2021	172229	621200 GAL	ACTUAL	RECLAIM

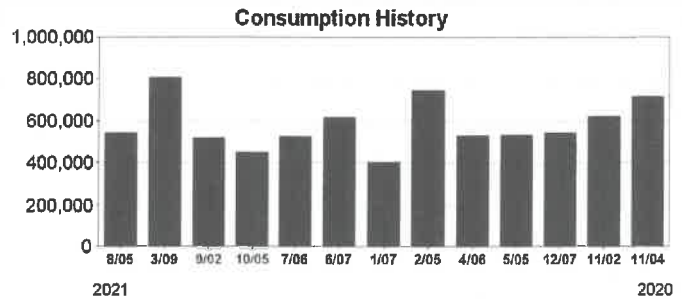
Service Address Charges

Reclaimed Water Charge	\$225.58
Total Service Address Charges	\$225.58

Summary of Account Charges

Previous Balance	\$104.91
Net Payments - Thank You	\$-104.91
Total Account Charges	\$225.58
AMOUNT DUE	\$225.58

Received
NOV 16 2021



Hillsborough County Florida

Make checks payable to: **BOCC**
ACCOUNT NUMBER: 1081055608

ELECTRONIC PAYMENTS BY CHECK OR

Automated Payment Line: (813) 276 8526
Internet Payments: HCFLGov.net/WaterBill
Additional Information: HCFLGov.net/Water



THANK YOU!



TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT
2005 PAN AM CIRCLE SUITE 300
TAMPA FL 33607-6008

1,306 8

DUE DATE	11/29/2021
AMOUNT DUE	\$225.58
AMOUNT PAID	

0010810556083

0000225581



MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

Site: Touchstone

Date: Monday, February 7, 2022

MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
---------------	---------------	-------------------	----------------------

LANDSCAPE MAINTENANCE

TURF	5	4	-1	<u>Off color due to frost</u>
TURF FERTILITY	10	10	0	<u>Good</u>
TURF EDGING	5	4	-1	<u>Tree wells need better edging</u>
WEED CONTROL - TURF AREAS	5	4	-1	<u>Some broadleaf weeds</u>
TURF INSECT/DISEASE CONTROL	10	9	-1	<u>Fire ant mounds</u>
PLANT FERTILITY	5	4	-1	<u>Fair</u>
WEED CONTROL - BED AREAS	5	5	0	<u>Good</u>
PLANT INSECT/DISEASE CONTROL	5	5	0	<u>Some frost damage</u>
PRUNING	10	9	-1	<u>Crape Myrtles</u>
CLEANLINESS	5	4	-1	<u>Trash along Camden Fields</u>
MULCHING	5	5	0	<u>Good</u>
WATER/IRRIGATION MGMT	8	8	0	<u>Good</u>
CARRYOVERS	5	4	-1	<u>Fire ants/ trash</u>

SEASONAL COLOR/PERENNIAL MAINTENANCE

VIGOR/APPEARANCE	7	7	0	<u>Good</u>
INSECT/DISEASE CONTROL	7	7	0	<u></u>
DEADHEADING/PRUNING	3	3	0	<u></u>

SCORE

100	92	-8	92%
-----	----	----	-----

Contractor Signature: _____

Manager's Signature: GR

Supervisor's Signature: _____



Meritus

MONTHLY MAINTENANCE INSPECTION GRADESHEET

Site: Touchstone

Date: 2/7/22

	MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
AQUATICS				
DEBRIS	25	22	-3	Some trash in a few ponds
INVASIVE MATERIAL (FLOATING)	20	16	-4	Some algae in the front pond
INVASIVE MATERIAL (SUBMERSED)	20	20	0	Good
FOUNTAINS/AERATORS	20	20	0	N/A
DESIRABLE PLANTS	15	15	0	N/A
AMENITIES				
CLUBHOUSE INTERIOR	4	4	0	
CLUBHOUSE EXTERIOR	3	3	0	
POOL WATER	10	10	0	
POOL TILES	10	10	0	
POOL LIGHTS	5	5	0	
POOL FURNITURE/EQUIPMENT	8	8	0	
FIRST AID/SAFETY ITEMS	10	10	0	
SIGNAGE (rules, pool, playground)	5	5	0	
PLAYGROUND EQUIPMENT	5	5	0	
RECREATIONAL FACILITIES	7	7	0	
RESTROOMS	6	6	0	
HARDSCAPE	10	10	0	
ACCESS & MONITORING SYSTEM	3	3	0	
IT/PHONE SYSTEM	3	3	0	
TRASH RECEPTACLES	3	3	0	
WATER FOUNTAINS	8	8	0	
MONUMENTS AND SIGNS				
CLEAR VISIBILITY (Landscaping)	25	25	0	Good
PAINTING	25	25	0	Good
CLEANLINESS	25	25	0	Good
GENERAL CONDITION	25	25	0	Good



Meritus

MONTHLY MAINTENANCE INSPECTION GRADESHEET

Site: Touchstone

Date: 2/7/22

	MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
HIGH IMPACT LANDSCAPING				
ENTRANCE MONUMENT	40	35	-5	Utilities has sidewalk tore up.
RECREATIONAL AREAS	30	25	-5	Some plants hurt by the recent frost,
SUBDIVISION MONUMENTS	30	30	0	Good
HARDSCAPE ELEMENTS				
WALLS/FENCING	15	15	0	Good
SIDEWALKS	30	25	-5	Sidewalk tore up due to construction at the entrance,
SPECIALTY MONUMENTS	15	15	0	Good
STREETS	25	25	0	County
PARKING LOTS	15	15	0	N/A
LIGHTING ELEMENTS				
STREET LIGHTING	33	33	0	
LANDSCAPE UP LIGHTING	22	22	0	
MONUMENT LIGHTING	30	30	0	
AMENITY CENTER LIGHTING	15	15	0	
GATES				
ACCESS CONTROL PAD	25	25	0	N/A
OPERATING SYSTEM	25	25	0	N/A
GATE MOTORS	25	25	0	N/A
GATES	25	25	0	N/A
SCORE	700	678	-22	97%

Manager's Signature: Gene Roberts

Supervisor's Signature: _____

Touchstone CDD February



The annuals survived the recent cold temperatures.





The utility company has torn up the front entrance repairing a water valve. District's irrigation will be repaired by them upon completion.



The turf at the entrance is a little off color due to the frost. Steadfast needs to alternate mow patterns to eliminate the ruts.



The landscape at the sign to the back entrance is doing well.



The turf in the pocket parks along Samuel Ivy got hit pretty hard by the frost.



The turf along Camden Parkway extension also got hit hard by the frost.



Minor plant replacement may be needed due to the cold temperatures in the pocket parks on Wild Senna.



Better tree well edging is needed.



The palm trees were recently pruned.



The Crape Myrtle trees should be tip pruned soon before they start to flush out.



Steadfast will add the new dog park to their service schedule.



Once the temperatures warm back up the frost damage will need to be trimmed back on the Fire bush.



The Copper Leaf plants will also need to be trimmed back.



The ponds have very little algae but some construction debris in a few of them. Over all they look good.







