

**SUMMIT AT FERN HILL
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
NOVEMBER 5, 2015**

SUMMIT AT FERN HILL
COMMUNITY DEVELOPMENT DISTRICT AGENDA
NOVEMBER 5, 2015 at 2:00 p.m.

The Offices of Meritus
Located at 5680 W. Cypress Street Suite A Tampa, FL 33607

District Board of Supervisors	Chairman Vice Chairman Supervisor Supervisor Supervisor	Jeff Hills Brady Lefere Laura Coffey Gary Jernigan Ryan Motko
District Manager	Meritus Meritus	Brian Lamb Brian Howell
District Attorney	Straley & Robin	John Vericker
District Engineer	Stantec	Tonja Stewart

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

The District Agenda is comprised of four different sections:

The meeting will begin at **2:00 p.m.** 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) 397-5120 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 **Business Administration**. The Business Administration 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 **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 section is called **Supervisor Requests and Audience 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) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, 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.

November 5, 2015

Board of Supervisors

Summit at Fern Hill Community Development District

Dear Board Members:

The Regular Meeting of Summit at Fern Hill Community Development District will be held on **Thursday, November 5, 2015 at 2:00 p.m.** at the offices of Meritus, located at 5680 W. Cypress Street Suite A, Tampa, FL 33607. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Approval of Development Acquisition Agreement (Lennar).....Tab 01
 - B. Approval of Promissory Note (Lennar).....Tab 02
 - C. Approval of Special Warranty Deed (Lennar)Tab 03
 - D. Approval of Engineer's Certificate (Lennar)Tab 04
 - E. Ratify Development Acquisition Agreement, Promissory Note,
Deed (Eisenhower) October 21, 2015Tab 05
 - F. Approval of Engineer's Certificate (Eisenhower).....Tab 06
 - G. Other Matters Relating to Financing
- 4. BUSINESS ADMINISTRATIVE**
 - A. Consideration of Resolution 2016-01; Re-Designating OfficersTab 07
 - B. Consideration of Board of Supervisors Meeting Minutes August 6, 2015Tab 08
 - C. Consideration of Operations and Maintenance Expenditures November 2015Tab 09
 - D. Review of Financial Statements Month Ending September 30, 2015.....Tab 10
 - E. General Matters of the District
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. 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) 397-5120.

DEVELOPMENT ACQUISITION AGREEMENT

This Development Acquisition Agreement, dated as of the ____ day of November, 2015, is between **Lennar Homes, LLC**, a Florida limited liability company (the “**Developer**”) and the **Summit at Fern Hill Community Development District**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (the “**District**”).

Recitals

WHEREAS, the District has previously determined that it is in the best interests of the present and future landowners within the District to finance, construct and/or deliver certain community development services and facilities within the District (such facilities, systems, and improvements are more specifically described in the plans and specifications on file at the registered office of the District); and

WHEREAS, the District intends to issue its Summit at Fern Hill Community Development District Special Assessment Bonds in one or more series (the “**Bonds**”), to finance the acquisition and construction of the capital improvement project described in the Summit at Fern Hill Community Development District Bond Validation Report of the District Engineer dated May 7, 2015 (the “**Project**”); and

WHEREAS, the Developer has constructed the portion of the Project described in **Exhibit “A”** that will serve the District, which will be transferred to the District (the “**Developed Portions**”); and

WHEREAS, contingent upon the closing on the sale of the Bonds and subject to the terms and conditions hereof, the District is willing to acquire the items described in **Exhibit “A”** from the Developer for the lesser of the actual cost of those assets or the fair market value of those assets; and

WHEREAS, in order to operate and maintain the items described in **Exhibit “A”** and to acquire, construct, operate and maintain the other portions of the Project, the District will require the Developer (i) to convey to the District, from time to time, all of Developer’s right, title, and interest in the Project, (ii) to assign or otherwise convey to the District, from time to time, all existing reservations made to the Developer of conservation tracts, maintenance buffer easements, lake maintenance easements, water management tracts, drainage easements, sewer easements, ingress and egress easements, and like easements within the District to the extent constituting a portion of the Project and/or financed with the proceeds of the Bonds, and (iii) to convey or dedicate to the District, from time to time, all non-exclusive easements, tracts, structures, and improvements that in the future shall constitute or be necessary to construct, operate, and maintain the Project.

Operative Provisions

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Conveyance of the Project. From time to time as legally appropriate to effect a transfer to the District of a fee or non-exclusive easement estate in land owned, acquired or otherwise controlled by Developer (as the case may be) and relating to the Project, and to the extent permitted by applicable laws and regulations, the Developer shall convey to the District such legal interest in and to the Project, subject to non-exclusive easements as reasonably requested by Developer, free and clear of all liens and encumbrances except matters of record and current taxes. The Developer shall, at its expense, furnish the District an ownership and encumbrance report or other title evidence reasonably satisfactory to the District confirming that the Developer has fee simple title to that portion of the Project (if any) that are realty, free and clear of liens and encumbrances except matters of record and current taxes. The conveyances shall be made by special warranty deed or non-exclusive easement (as appropriate), in recordable form, or by appropriate dedications upon recorded subdivision plats for the portion of the Project which are realty and by absolute bill of sale or written assignment for those Project which are tangible or intangible personalty. All such instruments of conveyance or assignment shall be in a form reasonably acceptable to the District and the Developer, and shall be executed and delivered to the District from time to time hereafter as requested by the District.

2. Conveyances of Reservations. From time to time as reasonably requested by the District, but no later than the recordation of a plat for any portion of the Project, and subject to applicable laws pertaining to such matters, the Developer shall transfer and assign to the District all existing reservations made by the Developer of conservation tracts, maintenance buffer easements, lake maintenance easements, water management tracts, drainage easements, sewer easements, ingress and egress easements, and like easements within the District to the extent constituting a portion of the Project and/or financed with the proceeds of the Bonds (collectively, the “**Reservations**”).

3. Agreement to Convey or Dedicate. On or before the closing on the sale of the Bonds, the Developer shall execute and deliver to the District, in recordable form, an Agreement to Convey or Dedicate to the District all future easements, tracts, structures, and improvements (collectively, the “**Project Lands and Improvements**”), that constitute the Project and/or are necessary to construct, operate, and maintain the Project on the lands within the District owned by Developer and subject to the terms of this Agreement.

4. Plan and Specifications. The Developer shall provide the District with three sets of any and all plans and specifications relating to the portion of the Project developed by Developer.

5. Purchase Price. From available proceeds at the closing on the sale of the Bonds and in accordance with the terms hereof and the terms of the indentures pursuant to which the Bonds are issued, the District shall pay the Developer the sum of \$2,094,227.66 which amount is the lesser of the actual cost or the fair market value of the items listed in **Exhibit “A”**, as

determined by the District Engineer. Such payment shall be made concurrently with the closing on the Bonds or as soon thereafter as the Developer has satisfied the conditions precedent for payment set forth in this Agreement by transferring the Developed Portions to the District in accordance with this Agreement.

6. Engineer's Certification. Before the payment by the District as provided in paragraph 5 above, the District shall obtain from the District Engineer a certificate, signed by the District Engineer, certifying that: (i) the amount to be paid to the Developer is equal to the lesser of the fair market or the actual cost of the items listed in **Exhibit "A"** and (ii) the items listed in **Exhibit "A"** are in substantial conformity with the plans and specifications and all applicable laws governing the installation or construction thereof as certified to the Developer and the District by the District Engineer.

7. Warranty. The Developer shall assign to the District all or any remaining portion of the contractor's standard warranty warranting the contractor's work on the Developed Portions against defects in materials, equipment, or construction. Notwithstanding such assignment, the Developer shall cause any contractors to warrant their work on the Developed Portions is free of defects in materials, equipment, or construction for a period of one year from completion of their work on the Developed Portions.

8. Damage to Project. If the Developer or any of its agents damages the Project or any other property of the District, the Developer, at its sole cost and expense, shall immediately repair such damage.

9. Maintenance Rights. Developer shall have the right, but not the obligation, to enter upon, repair or maintain any of the Project, Reservations, and Project Lands and Improvements for no consideration that are not properly or adequately maintained by the District after conveyance thereof to the District, in accordance with operation and maintenance standards to be established at the time of conveyance to the District.

10. Expenses. The Developer shall pay any and all Florida documentary stamps that may be due in connection with the conveyances made by Developer hereunder.

11. Further Assurances. From and after the date hereof, the Developer shall make, do, execute, acknowledge, and deliver, all and every other further act, deed, easement conveyance, assignment, transfer, and assurance as may be reasonably required (i) to convey, grant, assign, and confirm any and all of Developer's rights or interest in the Project Lands and Improvements that are intended or legally required to be acquired by or conveyed to the District as contemplated by this Agreement and the indentures governing the Bonds to be executed by the District in connection with the sale of the Bonds, (ii) to enable the District to operate and maintain the Developed Portions, and (iii) to permit the District to obtain the deed, easement, conveyance, assignment, transfer, or dedication of all real property or interest therein necessary for the construction, maintenance, and operation of the Developed Portions.

13. Specific Enforcement. The parties acknowledge that the District will be irreparably damaged (and that damages at law would be an inadequate remedy) if the covenants and agreements of the Developer contained herein are not specifically enforced. Therefore, in

the event the Developer fails to comply with any covenant or agreement contained herein, the District, after delivering to the Developer written notice thereof and the Developer failing to remedy the same within sixty (60) days, in addition to all other rights and remedies, shall be entitled to a decree for specific performance of those covenants and agreements, without being required to show any actual damage or to post any bond or other security; provided, however, in no event shall the Developer be liable for punitive, consequential or other special damages.

14. Attorneys' Fees. In the event of any action or proceeding between the Developer and the District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees, costs, and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party.

15. Applicable Law. This Agreement is made and shall be construed under the laws of the State of Florida with venue in Hillsborough County, Florida.

16. Survival. The terms and conditions hereof shall survive the closing of the transactions contemplated hereby.

17. Third Party Beneficiaries. This Agreement is solely for the benefit of the parties set forth in this section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party.

18. Amendments. This Agreement may only be amended in writing signed by both of the parties hereto.

19. Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Lennar Homes, LLC,
a Florida limited liability company

By: _____
Mark Metheny
Vice President

Attest:

**Summit at Fern Hill
Community Development District**

By: _____
Brian Lamb
Secretary

By: _____
Jeffery S. Hills
Chair of the Board of Supervisors

**SUMMIT AT FERN HILL
COMMUNITY DEVELOPMENT DISTRICT
PROMISSORY NOTE**

IMPROVEMENTS

Owner: **Lennar Homes, LLC (the “Owner”)**

Principal Amount (not to exceed): \$2,094,227.66

Effective Date: **November _____, 2015**

The **Summit at Fern Hill Community Development District**, a community development district duly created, established and existing pursuant to Chapter 190, Florida Statutes (the “**District**”), for value received and in accordance with the Development Acquisition Agreement between the Owner and the District, dated November ____, 2015, hereby promises to pay to the Owner set forth above, or its successors or assigns, the principal amount as shown above, in a single installment, which shall become due and payable when, as, and if the District, in its sole and absolute discretion, issues a future series of bonds or other indebtedness the proceeds of which are legally available for the payment of such principal and interest under the terms of the indenture, loan agreement or other agreements applicable to such bonds or other indebtedness (the “**Bonds**”); provided, however, that the principal amount becoming due hereunder shall not exceed the lesser amount of (i) the actual cost of the items described in **Exhibit “A”** (the “**Improvements**”) or (ii) the fair market value of the Improvements as determined and certified by the District Engineer. Interest on this Promissory Note (“**Note**”) shall be computed on the basis of a 360-day year of twelve 30-day months. This Note is given to finance the Improvements conveyed to the District.

This Note is a limited obligation of the District. The District is under no obligation to issue such Bonds at any time, and the Owner shall have no right to compel the District to issue such Bonds or to pay such principal from any other source of funds.

This Note is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes and other applicable provisions of law. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

This Note shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida. This Note may not be assigned by Owner without the consent of the District.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed

precedent to and in the issuance of this Note have happened, exist and have been performed as so required.

The District hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor, and expressly agrees jointly and severally to remain and continue bound for the payment of the principal provided for by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of said principal, or any change or changes in the amount or amounts agreed to be paid under or by virtue of the obligation to pay provided for in the Note, or any change or changes by way of release or surrender or substitution of any real property and collateral or either, held as security for this Note, and the District waives all and every kind of notice of such extension or extensions change or changes, and agree that the same may be made without the joinder of the District.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL ON THIS NOTE.

IN WITNESS WHEREOF, the Summit at Fern Hill Community Development District has caused this Note to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

Attest:

**Summit at Fern Hill
Community Development District**

By: _____
Brian Lamb
Secretary/Assistant Secretary

Jeffery S. Hills
Chair of the Board of Supervisors

Consideration; \$10.00
Documentary Stamp Tax: \$0.70

**Prepared by and
when recorded return to:**

John M. Vericker
Straley & Robin
1510 W. Cleveland Street
Tampa, Florida 33606

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of November, 2015, by **Lennar Homes, LLC**, a Florida limited liability company (“**Grantor**”), whose address is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607, in favor of the **Summit at Fern Hill Community Development District**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes (“**Grantee**”), whose address is 5680 W. Cypress Street, Suite A, Tampa, Florida 33607.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hillsborough County, Florida (“**Property**”):

See **Exhibit “A”** attached hereto and incorporated herein by this reference.

TOGETHER, with all appurtenances thereunto appertaining, and all fixtures and improvements located thereon.

TO HAVE AND TO HOLD, the same in fee simple forever.

Subject to and except for (a) governmental requirements and restrictions, and (b) easements, covenants, conditions, restrictions and other matters of record, Grantor warrants that Grantor is seized of the Property in fee simple; the Property is free from all monetary encumbrances made by Grantor; and Grantor will warrant and defend title to the Property against the lawful claims and demands of all persons claiming by, through or under Grantor, but not against the claims of any others.

THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, Sealed and Delivered in the
Presence of:

Lennar Homes, LLC,
a Florida limited liability company

(Witness 1 – Signature)

By: _____
Mark Metheny
Vice President

(Witness 1 – Printed Name)

(Witness 2 – Signature)

(Witness 2 – Printed Name)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me on November ____, 2015, by Mark Metheny, as Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of
Notary Public)

ENGINEER'S CERTIFICATION

I, Tonja Stewart, the District Engineer of the Summit at Fern Hill Community Development District certify that: (i) the \$2,094,227.66 to be paid to **Lennar Homes, LLC**, for the public improvements described in **Exhibit "A"** (the "**Transferred Improvements**") is the lesser of the actual cost of the Transferred Improvements or the fair market value of the Transferred Improvements and (ii) that the Transferred Improvements have been installed or constructed in substantial conformity with the plans and specifications and all applicable laws governing the installation or construction thereof.

Stantec Consulting Services, Inc.

Tonja Stewart
District Engineer

DEVELOPMENT ACQUISITION AGREEMENT

This Development Acquisition Agreement, dated as of the 21 day of October, 2015, is between **Eisenhower Property Group, LLC**, a Florida limited liability company (the “**Developer**”) and the **Summit at Fern Hill Community Development District**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (the “**District**”).

Recitals

WHEREAS, the District has previously determined that it is in the best interests of the present and future landowners within the District to finance, construct and/or deliver certain community development services and facilities within the District (such facilities, systems, and improvements are more specifically described in the plans and specifications on file at the registered office of the District); and

WHEREAS, the District intends to issue its Summit at Fern Hill Community Development District Special Assessment Bonds in one or more series (the “**Bonds**”), to finance the acquisition and construction of the capital improvement project described in the Summit at Fern Hill Community Development District Bond Validation Report of the District Engineer dated May 7, 2015 (the “**Project**”); and

WHEREAS, the Developer has constructed the portion of the Project described in **Exhibit “A”** that will serve the District, which will be transferred to the District (the “**Developed Portions**”); and

WHEREAS, contingent upon the closing on the sale of the Bonds and subject to the terms and conditions hereof, the District is willing to acquire the items described in **Exhibit “A”** from the Developer for the lesser of the actual cost of those assets or the fair market value of those assets; and

WHEREAS, in order to operate and maintain the items described in **Exhibit “A”** and to acquire, construct, operate and maintain the other portions of the Project, the District will require the Developer (i) to convey to the District, from time to time, all of Developer’s right, title, and interest in the Project, (ii) to assign or otherwise convey to the District, from time to time, all existing reservations made to the Developer of conservation tracts, maintenance buffer easements, lake maintenance easements, water management tracts, drainage easements, sewer easements, ingress and egress easements, and like easements within the District to the extent constituting a portion of the Project and/or financed with the proceeds of the Bonds, and (iii) to convey or dedicate to the District, from time to time, all non-exclusive easements, tracts, structures, and improvements that in the future shall constitute or be necessary to construct, operate, and maintain the Project.

Operative Provisions

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Conveyance of the Project. From time to time as legally appropriate to effect a transfer to the District of a fee or non-exclusive easement estate in land owned, acquired or otherwise controlled by Developer (as the case may be) and relating to the Project, and to the extent permitted by applicable laws and regulations, the Developer shall convey to the District such legal interest in and to the Project, subject to non-exclusive easements as reasonably requested by Developer, free and clear of all liens and encumbrances except matters of record and current taxes. The Developer shall, at its expense, furnish the District an ownership and encumbrance report or other title evidence reasonably satisfactory to the District confirming that the Developer has fee simple title to that portion of the Project (if any) that are realty, free and clear of liens and encumbrances except matters of record and current taxes. The conveyances shall be made by special warranty deed or non-exclusive easement (as appropriate), in recordable form, or by appropriate dedications upon recorded subdivision plats for the portion of the Project which are realty and by absolute bill of sale or written assignment for those Project which are tangible or intangible personalty. All such instruments of conveyance or assignment shall be in a form reasonably acceptable to the District and the Developer, and shall be executed and delivered to the District from time to time hereafter as requested by the District.

2. Conveyances of Reservations. From time to time as reasonably requested by the District, but no later than the recordation of a plat for any portion of the Project, and subject to applicable laws pertaining to such matters, the Developer shall transfer and assign to the District all existing reservations made by the Developer of conservation tracts, maintenance buffer easements, lake maintenance easements, water management tracts, drainage easements, sewer easements, ingress and egress easements, and like easements within the District to the extent constituting a portion of the Project and/or financed with the proceeds of the Bonds (collectively, the “**Reservations**”).

3. Agreement to Convey or Dedicate. On or before the closing on the sale of the Bonds, the Developer shall execute and deliver to the District, in recordable form, an Agreement to Convey or Dedicate to the District all future easements, tracts, structures, and improvements (collectively, the “**Project Lands and Improvements**”), that constitute the Project and/or are necessary to construct, operate, and maintain the Project on the lands within the District owned by Developer and subject to the terms of this Agreement.

4. Plan and Specifications. The Developer shall provide the District with three sets of any and all plans and specifications relating to the portion of the Project developed by Developer.

5. Purchase Price. From available proceeds at the closing on the sale of the Bonds and in accordance with the terms hereof and the terms of the indentures pursuant to which the Bonds are issued, the District shall pay the Developer the sum of \$2,648,984.34 which amount is the lesser of the actual cost or the fair market value of the items listed in

Exhibit "A", as determined by the District Engineer. Such payment shall be made concurrently with the closing on the Bonds or as soon thereafter as the Developer has satisfied the conditions precedent for payment set forth in this Agreement by transferring the Developed Portions to the District in accordance with this Agreement.

6. Engineer's Certification. Before the payment by the District as provided in paragraph 5 above, the District shall obtain from the District Engineer a certificate, signed by the District Engineer, certifying that: (i) the amount to be paid to the Developer is equal to the lesser of the fair market or the actual cost of the items listed in **Exhibit "A"** and (ii) the items listed in **Exhibit "A"** are in substantial conformity with the plans and specifications and all applicable laws governing the installation or construction thereof as certified to the Developer and the District by the District Engineer.

7. Warranty. The Developer shall assign to the District all or any remaining portion of the contractor's standard warranty warranting the contractor's work on the Developed Portions against defects in materials, equipment, or construction. Notwithstanding such assignment, the Developer shall cause any contractors to warrant their work on the Developed Portions is free of defects in materials, equipment, or construction for a period of one year from completion of their work on the Developed Portions.

8. Damage to Project. If the Developer or any of its agents damages the Project or any other property of the District, the Developer, at its sole cost and expense, shall immediately repair such damage.

9. Maintenance Rights. Developer shall have the right, but not the obligation, to enter upon, repair or maintain any of the Project, Reservations, and Project Lands and Improvements for no consideration that are not properly or adequately maintained by the District after conveyance thereof to the District, in accordance with operation and maintenance standards to be established at the time of conveyance to the District.

10. Expenses. The Developer shall pay any and all Florida documentary stamps that may be due in connection with the conveyances made by Developer hereunder.

11. Further Assurances. From and after the date hereof, the Developer shall make, do, execute, acknowledge, and deliver, all and every other further act, deed, easement conveyance, assignment, transfer, and assurance as may be reasonably required (i) to convey, grant, assign, and confirm any and all of Developer's rights or interest in the Project Lands and Improvements that are intended or legally required to be acquired by or conveyed to the District as contemplated by this Agreement and the indentures governing the Bonds to be executed by the District in connection with the sale of the Bonds, (ii) to enable the District to operate and maintain the Developed Portions, and (iii) to permit the District to obtain the deed, easement, conveyance, assignment, transfer, or dedication of all real property or interest therein necessary for the construction, maintenance, and operation of the Developed Portions.

13. Specific Enforcement. The parties acknowledge that the District will be irreparably damaged (and that damages at law would be an inadequate remedy) if the covenants and agreements of the Developer contained herein are not specifically enforced. Therefore, in

the event the Developer fails to comply with any covenant or agreement contained herein, the District, after delivering to the Developer written notice thereof and the Developer failing to remedy the same within sixty (60) days, in addition to all other rights and remedies, shall be entitled to a decree for specific performance of those covenants and agreements, without being required to show any actual damage or to post any bond or other security; provided, however, in no event shall the Developer be liable for punitive, consequential or other special damages.

14. Attorneys' Fees. In the event of any action or proceeding between the Developer and the District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees, costs, and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party.

15. Applicable Law. This Agreement is made and shall be construed under the laws of the State of Florida with venue in Hillsborough County, Florida.

16. Survival. The terms and conditions hereof shall survive the closing of the transactions contemplated hereby.

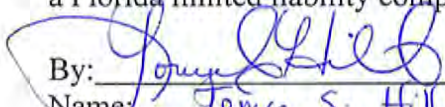
17. Third Party Beneficiaries. This Agreement is solely for the benefit of the parties set forth in this section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party.

18. Amendments. This Agreement may only be amended in writing signed by both of the parties hereto.

19. Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Eisenhower Property Group, LLC,
a Florida limited liability company

By: 
Name: Tonya S. Hills
Title: Managing Member

Attest:

**Summit at Fern Hill
Community Development District**

By: _____
Brian Lamb
Secretary

By: 
Jeffery S. Hills
Chair of the Board of Supervisors

**SUMMIT AT FERN HILL
COMMUNITY DEVELOPMENT DISTRICT
PROMISSORY NOTE**

IMPROVEMENTS

Owner: **Eisenhower Property Group, LLC (the “Owner”)**

Principal Amount (not to exceed): **\$2,648,984.34**

Effective Date: **October 21, 2015**

The **Summit at Fern Hill Community Development District**, a community development district duly created, established and existing pursuant to Chapter 190, Florida Statutes (the “**District**”), for value received and in accordance with the Development Acquisition Agreement between the Owner and the District, dated October 21, 2015, hereby promises to pay to the Owner set forth above, or its successors or assigns, the principal amount as shown above, in a single installment, which shall become due and payable when, as, and if the District, in its sole and absolute discretion, issues a future series of bonds or other indebtedness the proceeds of which are legally available for the payment of such principal and interest under the terms of the indenture, loan agreement or other agreements applicable to such bonds or other indebtedness (the “**Bonds**”); provided, however, that the principal amount becoming due hereunder shall not exceed the lesser amount of (i) the actual cost of the items described in **Exhibit “A”** (the “**Improvements**”) or (ii) the fair market value of the Improvements as determined and certified by the District Engineer. Interest on this Promissory Note (“**Note**”) shall be computed on the basis of a 360-day year of twelve 30-day months. This Note is given to finance the Improvements conveyed to the District.

This Note is a limited obligation of the District. The District is under no obligation to issue such Bonds at any time, and the Owner shall have no right to compel the District to issue such Bonds or to pay such principal from any other source of funds.

This Note is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes and other applicable provisions of law. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

This Note shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida. This Note may not be assigned by Owner without the consent of the District.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the District to happen, exist and be performed

precedent to and in the issuance of this Note have happened, exist and have been performed as so required.

The District hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor, and expressly agrees jointly and severally to remain and continue bound for the payment of the principal provided for by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of said principal, or any change or changes in the amount or amounts agreed to be paid under or by virtue of the obligation to pay provided for in the Note, or any change or changes by way of release or surrender or substitution of any real property and collateral or either, held as security for this Note, and the District waives all and every kind of notice of such extension or extensions change or changes, and agree that the same may be made without the joinder of the District.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL ON THIS NOTE.

IN WITNESS WHEREOF, the Summit at Fern Hill Community Development District has caused this Note to bear the signature of the Chair of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

Attest:

**Summit at Fern Hill
Community Development District**

By: _____

Brian Lamb
Secretary/Assistant Secretary



Jeffery S. Hills
Chair of the Board of Supervisors

Consideration; \$10.00
Documentary Stamp Tax: \$0.70

**Prepared by and
when recorded return to:**

John M. Vericker
Straley & Robin
1510 W. Cleveland Street
Tampa, Florida 33606

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 21 day of October, 2015, by **Eisenhower Property Group, LLC**, a Florida limited liability company ("Grantor"), whose address is 111 South Armenia Avenue, Tampa, Florida 33609, in favor of the **Summit at Fern Hill Community Development District**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes ("Grantee"), whose address is 5680 W. Cypress Street, Suite A, Tampa, Florida 33607.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hillsborough County, Florida ("**Property**"):

See **Exhibit "A"** attached hereto and incorporated herein by this reference.

TOGETHER, with all appurtenances thereunto appertaining, and all fixtures and improvements located thereon.

TO HAVE AND TO HOLD, the same in fee simple forever.

Subject to and except for (a) governmental requirements and restrictions, and (b) easements, covenants, conditions, restrictions and other matters of record, Grantor warrants that Grantor is seized of the Property in fee simple; the Property is free from all monetary encumbrances made by Grantor; and Grantor will warrant and defend title to the Property against the lawful claims and demands of all persons claiming by, through or under Grantor, but not against the claims of any others.

THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, Sealed and Delivered in the Presence of:

Eisenhower Property Group, LLC,
a Florida limited liability company

Phil Di Rosa
(Witness 1 – Signature)

Phil Di Rosa
(Witness 1 – Printed Name)

By: Tonya S. Hills
Name: Managing Member
Title: Tonya S. Hills

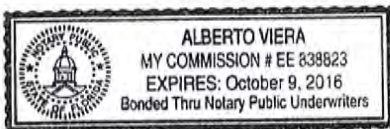
Alberto Viera
(Witness 2 – Signature)

Alberto Viera
(Witness 2 – Printed Name)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me on October 21, 2015, by Tonya S. Hills, as Managing member of Eisenhower Property Group, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

Alberto Viera
NOTARY PUBLIC, STATE OF FLORIDA



Alberto Viera
(Print, Type, or Stamp Commissioned Name of Notary Public)

ENGINEER'S CERTIFICATION

I, Tonja Stewart, the District Engineer of the Summit at Fern Hill Community Development District certify that: (i) the \$2,648,984.34 to be paid to **Eisenhower Property Group, LLC**, for the public improvements described in **Exhibit "A"** (the "**Transferred Improvements**") is the lesser of the actual cost of the Transferred Improvements or the fair market value of the Transferred Improvements and (ii) that the Transferred Improvements have been installed or constructed in substantial conformity with the plans and specifications and all applicable laws governing the installation or construction thereof.

Stantec Consulting Services, Inc.

Tonja Stewart
District Engineer

RESOLUTION 2016-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SUMMIT AT
FERN HILL COMMUNITY DEVELOPMENT DISTRICT RE-
DESIGNATING THE MANAGEMENT PROVIDED OFFICERS OF THE
DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Summit at Fern Hill Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) previously designated the Officers of the District; and

WHEREAS, the Board now desires to re-designate certain Officers whose service to the District relates to their position within the District management company.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. Jeff Hills is appointed Chairman.
 Brady Lefere is appointed Vice Chairman.
 Brian Lamb is appointed Secretary.
 Walter X. Morales is appointed Treasurer.
 Brian Howell is appointed Assistant Secretary.
 Laura Coffey is appointed Assistant Secretary.
 Gary Jernigan is appointed Assistant Secretary.
 Ryan Motko is appointed Assistant Secretary.

Section 2. All prior designations which are inconsistent with the designations herein are forthwith rescinded.

Section 3. This Resolution shall become effective on November 5, 2015.

PASSED AND ADOPTED THIS 5th DAY OF NOVEMBER, 2015.

ATTEST:

**SUMMIT AT FERN HILL
COMMUNITY DEVELOPMENT DISTRICT**

SECRETARY / ASSISTANT SECRETARY

CHAIRMAN

SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT

August 6, 2015 Minutes of Regular Meeting and Public Hearing

Minutes of Regular Meeting and Public Hearing

The Regular Meeting and Public Hearing of the Summit at Fern Hill Community Development District was held on **Thursday, August 6, 2015 at 2:30 p.m.** at Meritus, 5680 W. Cypress Street Suite A, Tampa, FL 33607.

Supervisors Present and Constituting a Quorum at the onset of the meeting:

Jeff Hills	Chairman
Gary Jernigan	Vice Chairman
Brady Lefere	Supervisor
Ryan Motko	Supervisor
Laura Coffey	Supervisor

Staff Members Present:

Brian Lamb	Meritus
John Vericker	District Counsel

1. CALL TO ORDER/ROLL CALL

Mr. Lamb called the Regular Meeting and Public Hearing of the Summit at Fern Hill Community Development District to order on **Thursday, August 6, 2015 at 2:30 p.m.** and identified the Supervisors present constituting a quorum.

2. PUBLIC COMMENT ON AGENDA ITEMS

There are no audience members present.

3. PUBLIC HEARING ON FISCAL YEAR 2015 PROPOSED BUDGET

A. Open the Public Hearing on Fiscal Year 2015 Proposed Budget

MOTION TO:	Open the Public Hearing on Fiscal Year 2015 Proposed Budget.
MADE BY:	Supervisor Lefere
SECONDED BY:	Supervisor Jernigan
DISCUSSION:	None Further
RESULT:	5/0 Called to Vote: motion PASSED

B. Staff Presentations

Mr. Lamb went over the budget with the Board and explained that they are looking at a budget into the first year or so of the Districts existence with certain cost estimates based on what's being proposed for operations. The budget as it stands is anticipatively covered and powered by the landowners, i.e. the developers at this point; and will be further refined as we better understand the details of the plans and the final operating capacities of the District. It does contains certain costs associated with the administration estimated to be about \$71,325.00 and other additional cost associated with electric utility services for street

lighting, potential future amenity center, and surface water management system, landscape maintenance to the degree the District is the ultimate entity to operate the clubhouse costs as well. The total anticipated budget shown for this is \$170,075.00. That is a best estimate and it may be amended going forward. It will be a separate agreement with the Landowners to fund those costs proportionate based on the land zone and benefiting from this Operating Budget for administration and or operations.

C. Public Comment

Question: How much are the HOA fees? They will be about \$20.00 - \$29.00 per month to include the amenities and the pool.

Question: Can the HOA run the amenity if they don't pay for it? Through an agreement we can do it either way. They can operate it but they still will have to follow all of our public rules.

For purposes of the operating Budget today, it would make since at least to leave the money in at a higher level until the degree that we need to remove it at a later point.

Mr. Lamb stated that they will amend exhibit A to reflect only \$60,000.00 in administrative cost associated with staff and other administrative related items advertising, etc. for a total Budget of \$60,000.00

(Entire discussion is available on audio)

D. Close the Public Hearing on Fiscal Year 2015 Proposed Budget

MOTION TO:	Close the Public Hearing on Fiscal Year 2015 Proposed Budget.
MADE BY:	Supervisor Motko
SECONDED BY:	Supervisor Hill
DISCUSSION:	None Further
RESULT:	5/0 Called to Vote: motion PASSED

E. Consideration of Resolution 2015-32; Adopting Fiscal Year 2015 Budget

MOTION TO:	Approve Resolution 2015-32; Adopting Fiscal Year 2015 Budget reflecting amended \$60,000.00
MADE BY:	Supervisor Lefere
SECONDED BY:	Supervisor Hills
DISCUSSION:	None Further
RESULT:	5/0 Called to Vote: motion PASSED

4. PUBLIC HEARING ON FISCAL YEAR 2016 PROPOSED BUDGET

A. Open Public Hearing on Fiscal Year 2016 Proposed Budget

MOTION TO:	Open the Public Hearing on Fiscal Year 2016 Proposed Budget
MADE BY:	Supervisor Motko
SECONDED BY:	Supervisor Jernigan
DISCUSSION:	None Further
RESULT:	5/0 Called to Vote: motion PASSED

99 **B. Staff Presentations**

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101 Mr. Lamb explained, as in the similar discussion with FY 2015 the same would apply to FY 2016 except
102 that this would be for a full year. It's understood that many of the operating components may not be up and
103 going on October 1ST. Some of these items will not be utilized at the full amount as contemplated; and some
104 of the other areas of operation such as the amenity may not be contained within the District's budget at all.
105 It's set at a high level and noticed at that level therefore we can always move it down; just moving it back is
106 the hard part, so staff would recommend maintaining it at \$170.075.00 at this point.
107

108 **C. Public Comment**

109
110 **D. Close Public Hearing on Fiscal Year 2016 Proposed Budget**

MOTION TO:	Close the Public Hearing on Fiscal Year 2016 Proposed Budget
MADE BY:	Supervisor Hills
SECONDED BY:	Supervisor Lefere
DISCUSSION:	None Further
RESULT:	5/0 Called to Vote: motion PASSED

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120 **E. Consideration of Resolution 2015-33; Adopting Fiscal Year 2016 Budget**

MOTION TO:	Approve Resolution 2015-33; Adopting Fiscal Year 2016 Budget
MADE BY:	Supervisor Hills
SECONDED BY:	Supervisor Jernigan
DISCUSSION:	None Further
RESULT:	5/0 Called to Vote: motion PASSED

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129 **5. BUSINESS ADMINISTRATIVE**

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131 **A. Consideration of Resolution 2015-34; Setting Fiscal Year 2016 Meeting Schedule**

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133 Mr. Lamb went over the meeting schedule with the Board, and explained that they could set a special
134 meeting as needed.
135

MOTION TO:	Approve Resolution 2015-34; Setting Fiscal Year 2016 Meeting Schedule
MADE BY:	Supervisor Jernigan
SECONDED BY:	Supervisor Motko
DISCUSSION:	None Further
RESULT:	5/0 Called to Vote: motion PASSED

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143 **B. Consideration of Board of Supervisors Meeting Minutes June 4, 2015**

144 **C. Consideration of Board of Supervisors Meeting Minutes June 11, 2015**

Mr. Lamb stated for the purpose of the minutes there was only one Supervisor present at the June 4, 2015 meeting which is why they continued it to June 11, 2015.

MOTION TO:	Approve Business Administrative items B- C in one motion
MADE BY:	Supervisor Jernigan
SECONDED BY:	Supervisor Motko
DISCUSSION:	None Further
RESULT:	5/0 Called to Vote: motion PASSED

D. Consideration of Operations and Maintenance Expenditures August 2015

Mr. Lamb stated it's consisting mainly of administrative relative costs, and some advertisement filing items.

MOTION TO:	Approve Operations and Maintenance Expenditures August 2015
MADE BY:	Supervisor Jernigan
SECONDED BY:	Supervisor Coffey
DISCUSSION:	None Further
RESULT:	5/0 Called to Vote: motion PASSED

E. Review of Financial Statements Month Ending June 30, 2015

F. General Matters of the District

6. STAFF REPORTS

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

7. SUPERVISORS REQUESTS AND AUDIENCE COMMENTS

8. ADJOURNMENT

MOTION TO:	Adjourn.
MADE BY:	Supervisor Jernigan
SECONDED BY:	Supervisor Coffey
DISCUSSION:	None Further
RESULT:	5/0 Called to Vote: motion PASSED

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

**These minutes were done in a summary format.*

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

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

Signature

Printed Name

Title:

☐ **Chair**

☐ **Vice Chair**

Signature

Printed Name

Title:

☐ **Secretary**

☐ **Assistant Secretary**

Recorded by Records Administrator

Signature

Date

Official District Seal

Summit at Fern Hill Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	7023	\$ 2,832.66		Management Services - September
Meritus Districts	7087	2,813.52	\$ 5,646.18	Management Services - October
Monthly Contract Sub-Total		\$ 5,646.18		
Variable Contract				
Straley & Robin	12445	\$ 1,056.43		Professional Services - thru 08/15/15 - General
Straley & Robin	12545	427.00	\$ 1,483.43	Professional Services - thru 09/15/15 - General
Times Publishing Company	61106 073115	141.81		Notice of Public Hearing - 07/22/15
Variable Contract Sub-Total		\$ 1,625.24		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Department of Economic Opportunity	34166	\$ 175.00		Special District Fee - FY 2016
Regular Services Sub-Total		\$ 175.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 7,446.42		

Approved (with any necessary revisions noted):

Summit at Fern Hill Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
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Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

5680 W. Cypress St.
Suite A
Tampa, FL 33607



Meritus
Districts
Solutions for Better Communities.

Invoice Number: 7023
Invoice Date: Sep 1, 2015
Page: 1

Voice: 813-873-7300
Fax: 813-873-7070

Bill To:	
Summit at Fern Hill CDD 5860 W. Cypress St. Suite A Tampa, FL 33607	

Ship to:

Customer ID	Customer PO	Payment Terms	
Summit Fern Hill CDD		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		9/1/15

Quantity	Item	Description	Unit Price	Amount
	DMS	District Management Services: September		2,812.50
	Postage	Postage - July		1.02
	EXP	Express Delivery Services - 7/9/15		19.14
	AS			

Subtotal	2,832.66
Sales Tax	
Total Invoice Amount	2,832.66
Payment/Credit Applied	
TOTAL	2,832.66

Check/Credit Memo No:

Approved 8/25/2015 by rrios

5680 W. Cypress St.
Suite A
Tampa, FL 33607



Meritus
Districts
Solutions for Better Communities.

Invoice Number: 7087
Invoice Date: Oct 1, 2015
Page: 1

Bill To:
Summit at Fern Hill CDD
5860 W. Cypress St.
Suite A
Tampa, FL 33607

Ship to:

Customer ID	Customer PO	Payment Terms	
Summit Fern Hill CDD		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		10/1/15

Quantity	Item	Description	Unit Price	Amount
	DMS	District Management Services: October		2,812.50
	Postage	Postage - August		1.02

Subtotal	2,813.52
Sales Tax	
Total Invoice Amount	2,813.52
Payment/Credit Applied	
TOTAL	2,813.52

Check/Credit Memo No:

Approved 9/30/2015 by rrios

Straley & Robin
1510 W. Cleveland Street
Tampa, FL 33606
Telephone (813) 223-9400 * Facsimile (813) 223-5043
Federal Tax Id. - 20-1778458

SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT
5680 W. CYPRESS STREET, SUITE A
TAMPA, FL 33607

August 18, 2015
Client: 001462
Matter: 000001
Invoice #: 12445

Page: 1

RE: General

For Professional Services Rendered Through August 15, 2015

Approved 10/27/2015 by dthomas

SERVICES

Date	Person	Description of Services	Hours
7/27/2015	JMV	REVIEW EMAIL FROM T. FARLOW RE: CDD BOARD MEETING.	0.1
7/30/2015	JMV	REVIEW EMAIL FROM T. FARLOW RE: CDD BOARD MEETING.	0.1
7/30/2015	LH	REVIEW FILES RE STATUS OF ADOPTION OF RULES OF PROCEDURE AND RECEIPT OF SAME; PREPARE EMAIL TO T. FARLOW REQUESTING COPIES OF ADOPTED RULES OF PROCEDURE.	0.2
8/5/2015	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.3
8/6/2015	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.9
8/10/2015	LH	PREPARE DRAFT FUNDING AGREEMENTS FOR LENNAR HOMES AND EISENHOWER PROPERTY GROUP FOR THE BALANCE OF THE FISCAL YEAR 2014/2015 AND FOR THE 2015/2016 FISCAL YEAR.	2.0
8/11/2015	JMV	PREPARE FUNDING AGREEMENT FOR 2014/2015 FISCAL YEAR; PREPARE FUNDING AGREEMENT FOR 2015/2016 FISCAL YEAR.	0.9
Total Professional Services			4.5
			\$1,031.50

August 18, 2015
Client: 001462
Matter: 000001
Invoice #: 12445

Page: 2

PERSON RECAP

Approved 10/27/2015 by dthomas

Person	Hours	Amount
JMV John M. Vericker	2.3	\$701.50
LH Lynn Hoodless	2.2	\$330.00

DISBURSEMENTS

Date	Description of Disbursements	Amount
8/4/2015	Clerk, Circuit Court, Hillsborough County- Clerk of Court- Clerk's Certificate of No Appeal	\$7.00
8/4/2015	Postage	\$2.88
8/5/2015	Clerk, Circuit Court, Hillsborough County- Clerk of Court- Certified Copies of Final Judgment (Bond Validation)	\$8.00
8/15/2015	Photocopies (47 @ \$0.15)	\$7.05

Total Disbursements \$24.93

Total Services	\$1,031.50
Total Disbursements	\$24.93
Total Current Charges	\$1,056.43

PAY THIS AMOUNT \$1,056.43

Please Include Invoice Number on all Correspondence

Straley & Robin
1510 W. Cleveland Street
Tampa, FL 33606
Telephone (813) 223-9400 * Facsimile (813) 223-5043
Federal Tax Id. - 20-1778458

SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT
5680 W. CYPRESS STREET, SUITE A
TAMPA, FL 33607

September 21, 2015
Client: 001462
Matter: 000001
Invoice #: 12545

Page: 1

RE: General

For Professional Services Rendered Through September 15, 2015

Approved 10/27/2015 by dthomas

SERVICES

Date	Person	Description of Services	Hours	
8/24/2015	JMV	REVIEW EMAIL FROM T. FARLOW RE: CDD BOARD MEETING,	0.1	
9/1/2015	JMV	REVIEW EMAILS RE: PLATTING OF CDD COMMON AREAS.	0.2	
9/2/2015	JMV	REVIEW EMAILS FROM J. GREER; REVIEW EMAILS FROM J. HILLS; REVIEW EMAILS FROM L. COFFEY; DRAFT EMAILS TO J. HILLS.	0.5	
9/9/2015	JMV	TELEPHONE CALL WITH B. LAMB RE: CDD COMMON AREA PARCELS.	0.3	
9/10/2015	JMV	TELEPHONE CALL WITH B. LEFERE RE: COMMON AREA PARCELS.	0.3	
Total Professional Services			1.4	\$427.00

PERSON RECAP

Person	Hours	Amount
JMV John M. Vericker	1.4	\$427.00

September 21, 2015
Client: 001462
Matter: 000001
Invoice #: 12545

Page: 2

Approved 10/27/2015 by dthomas

Total Services	\$427.00	
Total Disbursements	\$0.00	
Total Current Charges		\$427.00

PAY THIS AMOUNT	\$427.00
------------------------	-----------------

Please Include Invoice Number on all Correspondence

Tampa Bay Times
tampabay.com

Account Rep:
Credit Rep: 727-893-8282
Fed Tax ID: 59-0482470

PAGE 1

CUSTOMER SUMMARY FOR
SUMMIT AT FERN HILL

RECEIVED
AUG 05 2015

PERIOD ENDING	07/31/15
PREVIOUS BALANCE	\$2,381.58
CURRENT CHARGES	\$106.61
ADJUSTMENTS	\$0.00
PAYMENTS	(\$2,346.38)
BALANCE DUE	\$141.81

Approved 10/27/2015 by dthomas

Terms of Payment: Net 30

Start	Stop	Ad Number	Zone	Class	Description PO Number	Insertions	Size	Net Amount
					BALANCE FORWARD			\$2,381.58
	07/13/15				Payment #1006			(\$1,000.00)
	07/23/15				Payment #1009			(\$1,346.38)
	07/31/15				FINANCE CHARGE			\$0.53
07/15/15	07/22/15	158329		405	SFH 462 Public Hearing Budget	4	2x 4.36	\$106.08

Tampa Bay Times
tampabay.com

Amount due: \$141.81

Due Date: 8/30/2015 Amount Paid:

Billing Date		Due Date: 8/30/2015		Amount Paid: _____	
7/31/2015					
Billing Period	Advertiser Name	Account Number	Agency Name	Agency Number	Prepaid*
07/01/15 - 07/31/15	SUMMIT AT FERN HILL	61106			
Total Amount Due	Current Period	30 Days	60 Days	90 Days	120 Days
\$141.81	\$106.61	\$35.20	\$0.00	\$0.00	\$0.00

SUMMIT AT FERN HILL
5680 W. CYPRESS STREET, SUITE A
TAMPA FL 33607

REMIT TO:
TAMPA BAY TIMES
DEPT 3396
P O BOX 123396
DALLAS, TX 75312-3396

Instructions: In accordance with Sections 189.064 and 189.018, F.S., and Chapter 73C-24, F.A.C., please remit the fee due payable to the Department of Economic Opportunity OR complete the Zero Annual Fee Certification Section, as appropriate. In addition, review the information below about the district and update as necessary. Provide backup documentation if the district's name or status has changed. By the postmarked due date, mail the payment and this signed form to the Department of Economic Opportunity, Office of Financial Mgmt., 107 E. Madison Street, MSC 120, Tallahassee, Florida 32399-4124. Direct questions to (850) 717-8430.

ANNUAL FEE: \$175.00	LATE FEE: \$0.00	RECEIVED: \$0.00	FEE DUE, POSTMARKED BY 12/03/2015: \$175.00
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District's Name, Registered Agent & Office*:

Summit at Fern Hill Community Development District	Telephone: (813) 873-7300
Mr. Brian K. Lamb	Fax: (813) 873-7070
5680 West Cypress Street Suite A	Status*: Independent
Tampa, FL 33607	Creation Document: On File
	Map: On File
	Last Update: 07/15/2015

Website: _____
E-mail: Robert.Rios@merituscorp.com
County(ies): Hillsborough
Local Governing Authority*: Hillsborough County
Function(s)*: Community Development
Date Established: 03/25/2015
Creation Documents*: County Ordinance 15-8
Statutory Authority*: Chapter 190, Florida Statutes
Board Selection*: Elected
Authority to Issue Bonds*: Yes
Revenue Source*: Assessments

*Explanations

Registered Agent: The person designated by the special district to accept due process on behalf of the special district
Status: Independent or Dependent - see Section 189.012, F.S.
Local Governing Authority: The governing body of a unit of local general-purpose government
Functions: The function/purpose of the special district
Creation Documents: Ordinance, Resolution, Statute, Special Act, Court Decree, Interlocal Agreement, etc.
Statutory Authority: The Florida Statute governing the function of the special district
Board Selection: Appointed, Appointed/Elected, Elected, Governor Appoints, Local Governing Authority Appoints, Same as Local Governing Authority, Similar to Local Governing Authority, Other
Authority to Issue Bonds: Yes or No
Revenue Sources: Ad Valorem, Agreement, Assessments, Bond Issuer Fees, Co., Donations, Fed, Fees, Other, Investments, Grants, Municipality, Non-Ad Valorem, Priv. Enterprise, Sales Surtax, Sales/Leases, State, TIF, Tolls, None

CERTIFICATION: I, the undersigned registered agent, do hereby certify that the information above is accurate and complete as of this date. It does _____ or does not _____ need to be changed.
Registered Agent's Signature: _____ Date: _____

ZERO ANNUAL FEE CERTIFICATION SECTION - If eligible, the special district may request a zero annual fee instead of making a payment by having the registered agent certify to the following:

- This special district is not a component unit of a general purpose local government as defined in the Governmental Accounting Standards Board's Statement No. 14, issued in June 1991 effective after December 15, 1992, as amended.
 - This special district is in compliance with the reporting requirements of the Department of Financial Services.
 - This special district reported \$3,000.00 or less in annual revenues to the Department of Financial Services on its Annual Financial Report for Fiscal Year 2013/2014 (special districts created after that fiscal year must attach a current income statement verifying \$3,000.00 or less in revenues for the current fiscal year).
 - This certification will be returned to the Department at the address above postmarked by 12/03/2015 and,
 - This special district understands that if the Department determines any of these items to be inaccurate, this special district must pay the appropriate fee when invoiced. The Department will verify these statements within 30 days of receiving this form.
- I, the undersigned registered agent, do hereby certify that to the best of my knowledge and belief, ALL of the above statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be investigated and verified with the Department of Financial Services and the Auditor General.

SIGN ONLY IF ELIGIBLE FOR AND REQUESTING A ZERO ANNUAL FEE:

Registered Agent's Signature: _____ Date: _____
Department Use Only: _____ Verified and Approved _____ Denied - Reason(s): _____

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT. DEO-SDAP-001 Effective 05/15/2014
DETACH AND KEEP THIS PORTION FOR YOUR RECORDS.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY		Invoice No.: 34166	Date Invoiced: 10/01/2015	
FY 2015/2016 SPECIAL DISTRICT FEE INVOICE AND UPDATE FORM RECEIPT		Postmarked Due Date: 12/03/2015		
Summit at Fern Hill Community Development District	ANNUAL FEE \$175.00	LATE FEE \$0.00	RECEIVED \$0.00	FEE DUE \$175.00

Approved 10/16/2015 by rios

Summit at Fern Hill Community Development District

Financial Statements
(Unaudited)

Period Ending
September 30, 2015



Meritus Districts
5680 West Cypress Street ~ Suite A ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

Summit at Fern Hill Community Development District

Balance Sheet

As of 9/30/2015

(In Whole Numbers)

	<u>General Fund</u>
Assets	
Cash-Operating Account	<u>1,294</u>
Total Assets	<u><u>1,294</u></u>
Liabilities	
Accounts Payable	2,833
Accounts Payable Other	<u>0</u>
Total Liabilities	<u>2,833</u>
Fund Equity & Other Credits	(1,539)
Total Liabilities & Fund Equity	<u><u>1,294</u></u>

Summit at Fern Hill Community Development District

Statement of Revenues and Expenditures

From 10/1/2014 Through 9/30/2015

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Contributions & Donations From Private Sources				
Developer Contributions	170,075	24,033	(146,042)	(86)%
Total Revenues	170,075	24,033	(146,042)	(86)%
Expenditures				
Financial & Administrative				
District Manager	33,750	16,875	16,875	50 %
District Engineer	7,500	0	7,500	100 %
Disclosure Report	5,000	0	5,000	100 %
Trustees Fees	5,500	0	5,500	100 %
Auditing Services	5,000	0	5,000	100 %
Postage, Phone, Faxes, Copies	1,000	73	927	93 %
Public Officials Insurance	1,900	0	1,900	100 %
Legal Advertising	1,000	3,386	(2,386)	(239)%
Bank Fees	250	287	(37)	(15)%
Dues, Licenses & Fees	175	125	50	29 %
Office Supplies	250	145	105	42 %
Legal Counsel				
District Counsel	10,000	4,680	5,320	53 %
Electric Utility Services				
Electric Utility Services	25,000	0	25,000	100 %
Garbage/Solid Waste Control Services				
Garbage Collection	500	0	500	100 %
Water-Sewer Combination Services				
Water Utility Services	2,500	0	2,500	100 %
Other Physical Environment				
Waterway Management Program	7,750	0	7,750	100 %
Property & Casualty Insurance	7,000	0	7,000	100 %
Club Facility Maintenance	7,500	0	7,500	100 %
Landscape Maintenance - Contract	25,000	0	25,000	100 %

Summit at Fern Hill Community Development District

Statement of Revenues and Expenditures

From 10/1/2014 Through 9/30/2015

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Landscape Maintenance - Other	7,500	0	7,500	100 %
Plant Replacement Program	2,500	0	2,500	100 %
Irrigation Maintenance	3,500	0	3,500	100 %
Pool Maintenance	10,000	0	10,000	100 %
Total Expenditures	170,075	25,572	144,503	85 %
Excess Revenues Over (Under) Expenditures	0	(1,539)	(1,539)	0 %

Summit at Fern Hill Community Development District
Reconcile Cash Accounts

Summary

Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 09/30/15
Reconciliation Date: 9/30/2015
Status: Locked

Bank Balance	1,293.60
Less Outstanding Checks/Vouchers	0.00
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	1,293.60
Balance Per Books	<u>1,293.60</u>
Unreconciled Difference	<u><u>0.00</u></u>

Click the Next Page toolbar button to view details.

SUNTRUST BANK
PO BOX 305183
NASHVILLE TN 37230-5183



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09/30/2015
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Account Statement



SUMMIT AT FERN HILL CDD
5680 W CYPRESS ST STE A
TAMPA FL 33607-1775

Questions? Please call
1-800-786-8787

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Account Summary	Account Type	Account Number	Statement Period
	ANALYZED BUSINESS CHECKING		09/01/2015 - 09/30/2015

Description	Amount	Description	Amount
Beginning Balance	\$2,556.29	Average Balance	\$2,165.21
Deposits/Credits	\$4,270.79	Average Collected Balance	\$1,575.01
Checks	\$5,510.18	Number of Days in Statement Period	30
Withdrawals/Debits	\$23.30		
Ending Balance	\$1,293.60		

Deposits/ Credits	Date	Amount	Serial #	DEPOSIT	Date	Amount	Serial #	DEPOSIT
	09/01	1,822.22			09/23	2,448.57		
Deposits/Credits: 2				Total Items Deposited: 2				

Checks	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid
	1013	1,194.41	09/02	1014	2,832.34	09/14	1015	1,483.43	09/29
Checks: 3									

Withdrawals/ Debits	Date Paid	Amount	Serial #	Description
	09/21	23.30		ACCOUNT ANALYSIS FEE
Withdrawals/Debits: 1				

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	09/01	4,378.51	2,556.51	09/21	328.46	328.46
	09/02	3,184.10	1,362.10	09/23	2,777.03	329.03
	09/04	3,184.10	3,184.10	09/28	2,777.03	2,777.03
	09/14	351.76	351.76	09/29	1,293.60	1,293.60