

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS SPECIAL MEETING
MAY 12, 2015**

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT AGENDA
MAY 12, 2015 AT 11:00 A.M.**

Southern Hills Plantation II
4200 Summit View Drive, Brooksville, FL 34601

District Board of Supervisors	Supervisor Supervisor Supervisor Supervisor Supervisor	Lance Ponton Devon Rushnell Eric Davidson Chuck Maynard Derrick Rushnell
District Manager	Meritus	Brian Lamb
District Attorney		
District Engineer		

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 **11:00 a.m.** with the first section 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 second section is 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. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. 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 third 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.

May 12, 2015

Board of Supervisors
Southern Hills Plantation II

Dear Board Members:

The Special Meeting of the Board of Supervisors of the Southern Hills Plantation II Community Development District will be held on **Tuesday, May 12, 2015 at 11:00 a.m.** at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601. Included below is the agenda:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE QUESTION AND COMMENT ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Ratification of Insurance Policy.....Tab 1
 - B. Consideration of Resolution 2015-01; Adopting Fiscal Year 2016 Proposed Budget ...Tab 2
 - C. Annual Disclosure of Qualified Electors.....Tab 3
 - D. Consideration of Resolution 2015-02; Appointment of District General Counsel..Tab 4
 - E. General Matters of the District
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 5. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 6. 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.

Sincerely,



Brian Lamb
District Manager

**AN INSURANCE PROPOSAL
PREPARED FOR:**

*SOUTHERN HILLS PLANTATION II CDD
C/O MERITUS
5680 W CYPRESS ST., SUITE A
TAMPA, FL 33607*

PRESENTED BY:

*SANDIE GRIMES
VICE PRESIDENT*



*STAHL & ASSOCIATES INSURANCE
3939 TAMPA ROAD
OLDSMAR, FL 34677*

APRIL 27, 2015

DISCLAIMER - The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. Please read your policy for specific details of coverages.

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INTRODUCTION OF THE AGENCY



At Stahl & Associates Insurance we believe that the underlying principal of insurance is trust. This belief is the key component in the partnership that we develop with our clients, our insurance carriers and our professional staff. We value this trust and partnership above all else and are committed to this value as we endeavor to build optimum solutions for your business.

As one of the largest privately owned independent insurance agencies in Florida, Stahl & Associates Insurance, is committed to establishing long-term partnerships with our clients. Our purpose is not to simply sell you an insurance policy. We assess the total risks and exposures that are unique to your business and situation as we gain knowledge of your business. This gives us the ability to select the company and products that are right for you, your business and your financial needs.

Stahl & Associates Insurance is a Professional Services firm committed to helping our clients achieve optimum solutions for today's business through strategic planning, product development and innovation. Our goal is to be a significant partner in our business relationships by providing insurance products, financial services and risk management in our clients.

Offices in St. Petersburg, Oldsmar, Lakeland, and Lake Mary, Florida

INTRODUCTION OF THE SERVICING TEAM

Account Executive:

**Sandie Grimes
Vice President
sandie.grimes@stahlinsurance.com**

Account Manager:

**Patsy Penn
patsy.penn@stahlinsurance.com**

Other Team Servicing Contacts:

Certificate Contact:

**Jesa Boyd
Commercial Lines Technical Assistant
jesa.boyd@stahlinsurance.com**

Branch Manager:

**Candi O'Brien
Senior Vice President
candi.obrien@stahlinsurance.com**

Phone:

813-818-5300

Fax:

813-818-5396

BUSINESSOWNERS INSURANCE PROPOSAL

INSURER: Rockhill Insurance Co. (Non-Admitted)

A.M. BEST RATE: A XII

PREMISES AND BUILDINGS

Additional Coverages	Limits
Hired and Non-Owned Auto Liability	\$2,000,000 / \$1,000,000

**Location 1
5309 Nottaway Pl
Brooksville, FL 34601-6463**

Bldg #	Description	Bldg Limit	Contents
-	Location 1 Valuation Basis is Replacement Cost		

Bldg #	Policy Coverage	Limits
	Business Income with Extra Expense	Excluded
	BPP Theft Coverage	Included
	Outdoor Signs	\$5,000
	All Other Perils Deductible	\$1,000
	Wind/Hail Deductible	0% Included
	Catastrophic Ground Cover Collapse	Included
	Sinkhole Coverage	Excluded

General Liability Rating Classes	Limits
Number of Sites	200

LIABILITY AND MEDICAL EXPENSES

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Medical Expenses Limit - Any One Person	\$5,000
Damage to Premises Rented to You	\$50,000
Personal and Advertising Injury Limit	\$1,000,000
Products and Completed Operations Limit	\$2,000,000

FORM SCHEDULE

Form	Version	Description
BP-DS01s	(06/06)	BOP Declarations Page
NAME-01s	(10/02)	Named Insured List
PREM 01s	(10/02)	Location List
C-6501s	(06/06)	BOP Supplemental Declarations Page
FORM-01s	(10/02)	Form List
MAN-0303	(10/14)	Florida Changes
BP-IN01	(07/02)	BOP Index
BP-0003	(07/02)	Businessowners Coverage Form
BP-0159	(08/08)	Water Exclusion Endorsement
BP-0417	(07/02)	Employment Related Practices Exclusion
BP-1005	(07/02)	Exclusion Year 2000 Related
IL-P001	(01/04)	OFAC Notice
BP-0524	(01/08)	Exclusion of Certified Acts of Terrorism

BP-0564	(01/07)	Conditional Exclusion of Terrorism
TRIABOPEXCL	(01/14)	Potential Restrictions of Terrorism Coverage
BP-0514	(01/03)	War Liability Exclusion
BP-0576	(11/02)	Limited Fungi or Bacteria Coverage
BP-0577	(11/02)	Fungi or Bacteria Exclusion (Liability)
BP-0601	(01/07)	Exclusion of Loss Due To Virus or Bacteria
MAN-0067	(03/05)	Exclusion - Violation of Statutes that Govern E-mails, Fax, Phone Calls or Other Methods of Sending Material or Information
Privacy Notice	(05/13)	Privacy Notice
C-0003	(10/05)	Businessowners Coverage- Amendatory Endorsement
C-2101	(08/12)	Exclusion - Athletic or Sports Participants
IL-FEES	(08/06)	Important Notice About Fees
C-6507	(05/13)	Community Association - Amendatory Endorsement
BP-0404	(07/02)	Hired Auto and Non-Owned Auto Liability
MAN-013	(05/08)	Exclusion- Business Income and Extra Expense
BP-1478	(07/03)	Exclusion of Loss Due to By-Products of Production or Processing Operations (Rental Properties)
C-2132	(05/09)	Communicable Disease Exclusion

SUBJECT TO:

Signed and completed Tower Hill Supplemental
Signed Acord Application
Signed Terrorism Form - Terrorism (TRIA) cover may be included for an additional premium of 1% +
taxes & fees.
Signed Surplus Lines Disclosure Form

PREMIUM:

Base Premium	= \$1,387.00
Policy Fee	= 35.00
Inspection Fee	= 150.00
CPIC	= 15.72
EMPAT	= 4.00
Total Annual Premium	= \$1,591.72

PUBLIC OFFICIALS LIABILITY PROPOSAL

INSURER: RSUI Indemnity Co. (Admitted)

A.M. BEST RATE: A+ XIII

FORM: RSG 211003 0609 Directors & Officers Liability Policy – Not For Profit Organization – 2009

LIMIT: \$1,000,000

RETENTION (EACH LOSS):

Insuring Agreement A:	\$0
Insuring Agreement B:	\$2,500
Insuring Agreement C:	\$2,500
Employment Practices Claim:	Not Covered

EXTENSIONS OF COVERAGES:

RSG 204148 1210 Amended Settlement Clause 70 – 30
RSG 214038 0204 Coverage Extension - Public Officials
RSG 209008 0315 Disclosure Pursuant to Terrorism Risk Insurance Act
RSG 216014 0609 Exclusion - Amended Bodily Injury and Property Damage
Exclusion - Debt Financing
RSG 206057 0808 Exclusion - Employment Practices Claim
RSG 206071 0204 Exclusion – Prior and or Pending Litigation Backdated – Inception date
RSG202113 0511 Florida – Amended Definition of Loss – Defense Claims for ADA
RSG202061 1209 Florida – Changes – Punitive Damages
RSG 212010 0804 Florida - Full Severability
RSG 203009 0611 Florida Changes – Cancellation and Nonrenewal
RSG 202152 0310 Florida Changes - Marital Estate
RSG 204132 0205 Predetermined Allocation
RSG 204158 0808 Side A and B Non-Rescindable Coverage
RSG 207002 0204 Three (3) Year Bilateral Discovery Period - 1 yr @ 100%; 2 yrs @ 150%; 3
yrs @ 200%

PREMIUM:

Total Annual Premium = \$2,960.00

PREMIUM QUOTATION

Insured: Southern Hills Plantation II CDD
Insurer: BOP/General Liability - Rockhill Ins. Co./Tower Hill
Public Officials Liability - RSUI
Policy Term: To be advised

COVERAGE

ANNUAL PREMIUM

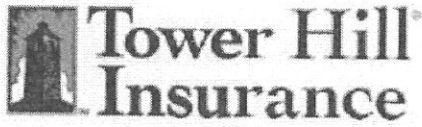
BOP/General Liability	\$1,591.72
Public Officials Liability	\$2,960.00
Total Premium	\$4,551.72

The Proposal presented has been reviewed and accepted based on the terms provided herein.

INSURED: Southern Hills Plantation II CDD
5680 W Cypress St., Ste A
Tampa, FL 33607

INSURED SIGNATURE: *William Panton*

DATE: 4-29-2015



COMMUNITY ASSOCIATION SUPPLEMENTAL APPLICATION

Location
Number

ROCKHILL INSURANCE COMPANY

APPLICANT INFORMATION

NAME Southern Hills Plantation II CDD	COMMUNITY NAME, if different <u>CASCADES</u>
CONTACT PERSON FOR INSPECTION (include title) <u>LANCE BENTON CHAIRMAN</u>	TELEPHONE <u>813 961 4741</u>
DRIVING DIRECTIONS TO COMMUNITY (if needed) <u>HWY 41 NORTH FROM TAMPA, JUST NORTH OF HERNANDO/PASCO COUNTY LINE RD</u>	

RATING INFORMATION (Attach a Copy of Documents including Bylaws and Rules)

	Y/N
Year community originally established: <u>AUGUST 2, 2004</u>	
Annual maintenance receipts/dues: \$ _____	
Date Association assumed control: _____	
Percentage of Community Sites/Units occupied: <u>7</u> %	
Number of units in the community (at full capacity): <u>917</u>	
Number of employees: Full time <u>0</u> Part time <u>0</u>	
Type of Association: <input checked="" type="checkbox"/> Homeowner Association <input type="checkbox"/> Property Owners Association <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Community Development District (CDD) <input type="checkbox"/> Timeshare (Interval) Association <input type="checkbox"/> Cooperative <input type="checkbox"/> Other _____	
Description that best describes your community: <input type="checkbox"/> Family - no age restrictions <input type="checkbox"/> Adults Only - minimum age allowed: _____ <input checked="" type="checkbox"/> Retirement - minimum age allowed <u>55</u>	
If other than single family residences, number of stories: <u>N/A</u>	
Percent of units or sites regularly rented: <input checked="" type="checkbox"/> 0% - 10% <input type="checkbox"/> 11% - 30% <input type="checkbox"/> Over 30%	
Is the perimeter of the community fenced or walled? <u>PHASE I ONLY</u>	
Is the community gated? If 'Yes', answer the following: Hours access is controlled: _____ Number of guard entrances: <u>0</u> Number of resident only entrances: <u>65</u> Number of automatic entry gates: <u>X1</u>	Y
Is there a crime watch group within the community?	
Is the Association responsible for security? If 'Yes', answer the following: Is work subcontracted out? Do guards carry firearms? Are guard dogs used?	N N N N
Does the Association own any buildings (Clubhouse, guard house, etc.)?	
Is the Association responsible for the streets, roads or street signs? If 'Yes', what is the mileage of roadways? _____	
Are all common areas illuminated after dark?	Y
Is the Association responsible for any utilities? If 'Yes', explain below: _____	
Does the insured hire independent contractors? If 'Yes', answer the following: Is the contractor required to name the insured as an additional insured on their policy for work performed at the insured's premises? Are certificates of insurance obtained? <i>Note: The contractor's limits should not be less than the insured's policy limits.</i>	
Do non-residents use Association buildings or common areas for meetings, dinners, weddings, church, etc.? If 'Yes', describe on a separate sheet of paper.	N
Does the Association have any swimming pools? If 'Yes', answer the following: How many swimming pools? _____ Is the pool area completely enclosed with fencing and self-closing, self-locking gates? Are depths marked? Maximum depth: _____ Is there a diving board or platform? Is there any kind of slide? Are pool rules posted? Are emergency numbers posted?	N N N N N N N
Is there a Jacuzzi, hot tub or spa? Describe the timer and temperature controls and access: _____	N
Are alcoholic beverages permitted or served at any Association function? If 'Yes', describe on a separate sheet of paper.	N

Describe other water exposures, including fencing, on or adjacent to your property. This includes lakes, retention ponds, rivers, drainage ditches, canals, etc. 8 RETENTION PONDS SOLID CONCRETE WALL AROUND PHASE 1

Can it be used for swimming? N

Are "No Swimming" signs posted? Signs should be posted for any water exposure.

Are boardwalks or viewing areas present? N

Is it used for boating or fishing? If 'Yes', answer the following:

Are there docks or slips? N

Do you charge for those? Annual receipts: \$ 0

Is fuel provided? N

Do you or any employees handle boats in any way? N

Do you own or rent any watercraft? N

Does the Association provide any health or fitness facility, weight room, or fitness classes? N

If 'Yes', is any supervision or an instructor provided? N

Is the Association responsible for:

Lawn irrigation? N

Lawn mowing? N

Other resident landscaping? N

Outside maintenance? N

If subcontractors are used, what is the minimum liability limit required? \$ N/A

Is there a restaurant or bar on the Association premises? If 'Yes', answer the following:

Seating capacity: N/A Annual food receipts: \$ N/A Alcoholic beverage receipts: \$ N/A

Is alcohol limited to beer and/or wine? N

Do all cooking surfaces have automatic fire protection? N/A

Does the Association have a golf course? If 'Yes', answer the following:

How many holes? N/A Total annual receipts: \$ N/A

Is there a pro shop? N

Is there a driving range? N

Are there beverage carts? N

Does the Association own or lease golf cart(s) or similar vehicle(s)? If 'Yes', answer the following:

How many? N/A How are they used? N/A

Do you have any of these facilities or allow any of the following activities? Please describe any 'Yes' answers on a separate sheet of paper. You may also submit a community event calendar.

	Y/N		Y/N		Y/N		Y/N
Tours or shuttle service	<u>N</u>	Hobby or shop classes	<u>N</u>	Bocce courts	<u>N</u>	Bowling alleys	<u>N</u>
Resident owned pools	<u>N</u>	Hiking or fitness trails	<u>N</u>	Skeet or trapshooting range	<u>N</u>	Shuffleboard court	<u>N</u>
Ball fields	<u>N</u>	Saddle animals	<u>N</u>	Fireworks displays	<u>N</u>	Bleacher seating	<u>N</u>
Woodworking shop	<u>N</u>	Tennis courts	<u>N</u>	Horseshoe court	<u>N</u>	Playground	<u>N</u>
Ceramics shop	<u>N</u>	Racquetball or handball courts	<u>N</u>	Block parties or picnics	<u>N</u>	Amusement arcades	<u>N</u>
						Laundry facilities	<u>N</u>

Do you host any activities off site? If 'Yes', describe: N/A

Is this location eligible for coverage from the Citizens Property Insurance Corporation? N

If 'Yes', explain on a separate sheet of paper. DON'T KNOW

Do you carry Worker's Compensation insurance? If 'Yes', explain on a separate sheet of paper. N

FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

DECLARATIONS

I hereby declare to the best of my knowledge and belief that all of the foregoing statements are true and that these statements are offered as an inducement to the company to issue the policy for which I am applying. I understand that this is not a Binder and that no insurance is afforded unless and until this application is accepted by the company.

William Denton
PERSONAL SIGNATURE OF APPLICANT

4-29-15
DATE

I hereby certify to the best of my knowledge and belief that the signature above is the personal signature of the applicant. I personally have inspected this facility. Yes No

AGENT SIGNATURE _____ RESIDENT AGENT LICENSE # _____ DATE _____

AGENTS HAVE NO BINDING AUTHORITY

ORDINANCE NO. 677

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, ESTABLISHING THE SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT WITHIN A PARCEL OF LAND LYING IN SECTIONS 4, 9, 10 AND 16, TOWNSHIP 23 SOUTH, RANGE 19 EAST, IN HERNANDO COUNTY, FLORIDA (411.26 ACRES, MORE OR LESS, GENERALLY DESCRIBED AS LYING EAST OF U.S. HWY. 41, SOUTH OF THE ENTRANCE ROAD TO SOUTHERN HILLS PLANTATION SUBDIVISION AND NORTH OF POWELL ROAD, THE SAME BEING MORE PARTICULARLY DESCRIBED IN SECTION 2 HEREOF), PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, HAMPTON RIDGE DEVELOPERS, LLC, (the "Petitioner") has submitted a petition with the City Council of the City of Brooksville, Florida (the "City") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to adopt an ordinance to establish the Southern Hills Plantation II Community Development District ("CDD"), and designating the land area for which the CDD would manage and finance the delivery of basic infrastructure services; and

WHEREAS, pursuant to Chapter 190 Florida Statutes the City conducted a public hearing to consider oral and written comments on the petition on August 2, 2004; and

WHEREAS, the proposed District complies with the requirements of law, is in the best interest and promotes the health, safety and welfare of the citizens of the City of Brooksville;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AS FOLLOWS:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Southern Hills Plantation II Community Development District is hereby established, the administration of which shall be subject to the provisions of Chapter 190, Florida Statutes, as amended from time to time, and the boundaries of which are more particularly described in Exhibit "A" attached hereto.

SECTION 3. The five (5) initial members of the Board of Supervisors of the CDD are:

Mr. James P. Harvey, of 2202 N. Westshore Boulevard, Suite 115, Tampa, FL 33607
Mr. Joe Carbonara, of 10161 Centurion Parkway North, Jacksonville, FL 32256
Mr. Roger Postlethwaite, of 10161 Centurion Parkway North, Jacksonville, FL 32256
Mr. William Mallery, of 10161 Centurion Parkway North, Jacksonville, FL 32256
Mr. Daniel Coe, of 2202 N. Westshore Boulevard, Suite 115, Tampa, FL 33607.

SECTION 4. All statements contained within the petition have been found to be true and correct.

SECTION 5. The establishment of the CDD is consistent with any applicable element or portion of the state comprehensive plan or of the effective City of Brooksville comprehensive plan.

SECTION 6. The area of land within the proposed CDD is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional, interrelated community.

SECTION 7. The CDD is the best alternative available for delivering community development services and facilities to the area that will be served by the CDD.

SECTION 8. The community development services and facilities of the CDD will be compatible with the capacity and uses of existing local and regional community development services and facilities.

SECTION 9. The area that will be served by the CDD is amenable to separate special-district government.

SECTION 10. The CDD shall comply in all respects with the Development Agreement entered into between the Petitioner and the City on May 28, 2003.

SECTION 11. Any ordinance or code of the city, or any portion thereof, in conflict with the provisions of this ordinance, is hereby repealed to the extent of such conflict.

SECTION 12. In the event that any portion or section of this ordinance is determined to be invalid, unlawful or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this ordinance, which shall remain in full force and effect.

SECTION 13. This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

ADOPTED IN REGULAR SESSION THIS 2nd DAY OF August, 2004, A.D.

CITY OF BROOKSVILLE, FLORIDA

By: Mary A. Staib
Mary A. Staib, Mayor

ATTEST:

Karen M. Phillips
Karen M. Phillips, CMC, City Clerk

PASSED on First Reading July 12, 2004

PASSED on Second and Final Reading August 2, 2004

Approved as to form and content for the reliance of the City of Brooksville only:

David La Croix
David La Croix, City Attorney

VOTE OF COUNCIL:

Bernardini	<u>AYE</u>
Johnston	<u>AYE</u>
Lewis	<u>AYE</u>
Staib	<u>AYE</u>
Wever	<u>AYE</u>

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EXHIBIT "A"
SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTIONS 4, 9, 10 AND 16, TOWNSHIP 23 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE N 00° 24' 49" E A DISTANCE OF 449.67 FEET; THENCE S 90° 00' 00" E A DISTANCE OF 210.00 FEET; THENCE N 00° 00' 00" E A DISTANCE OF 210.00 FEET; THENCE N 90° 00' 00" W A DISTANCE OF 210.00 FEET; THENCE N 00° 16' 55" E A DISTANCE OF 660.35 FEET; THENCE N 89° 47' 38" W A DISTANCE OF 38.21 FEET; THENCE N 26° 19' 35" W A DISTANCE OF 31.31 FEET; THENCE N 01° 17' 12" W

A DISTANCE OF 56.61 FEET; THENCE N 05° 39' 10" W A DISTANCE OF 53.89 FEET; THENCE N 72° 47' 15" E A DISTANCE OF 5.74 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1060.00 FEET, A DELTA OF 21° 58' 10", A CHORD DISTANCE OF 403.96 FEET AND A CHORD BEARING OF S 71° 02' 25" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 406.45 FEET TO THE POINT OF TANGENCY; THENCE S 82° 01' 30" E A DISTANCE OF 180.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2560.00 FEET, A DELTA OF 05° 20' 01", A CHORD DISTANCE OF 238.22 FEET AND A CHORD BEARING OF S 84° 41' 31" E; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 238.30 FEET; THENCE S 09° 16' 01" W A DISTANCE OF 738.72 FEET; THENCE S 03° 49' 30" E A DISTANCE OF 574.96 FEET; THENCE S 18° 22' 51" E A DISTANCE OF 1983.76 FEET; THENCE S 25° 17' 46" E A DISTANCE OF 508.97 FEET; THENCE S 03° 48' 51" E A DISTANCE OF 991.52 FEET; THENCE S 69° 56' 33" E A DISTANCE OF 1013.97 FEET; THENCE S 39° 12' 36" E A DISTANCE OF 1222.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE S 52° 11' 38" W A DISTANCE OF 856.48 FEET; THENCE S 00° 18' 40" W A DISTANCE OF 38.13 FEET; THENCE S 52° 11' 38" W A DISTANCE OF 134.79 FEET; THENCE N 89° 47' 54" W A

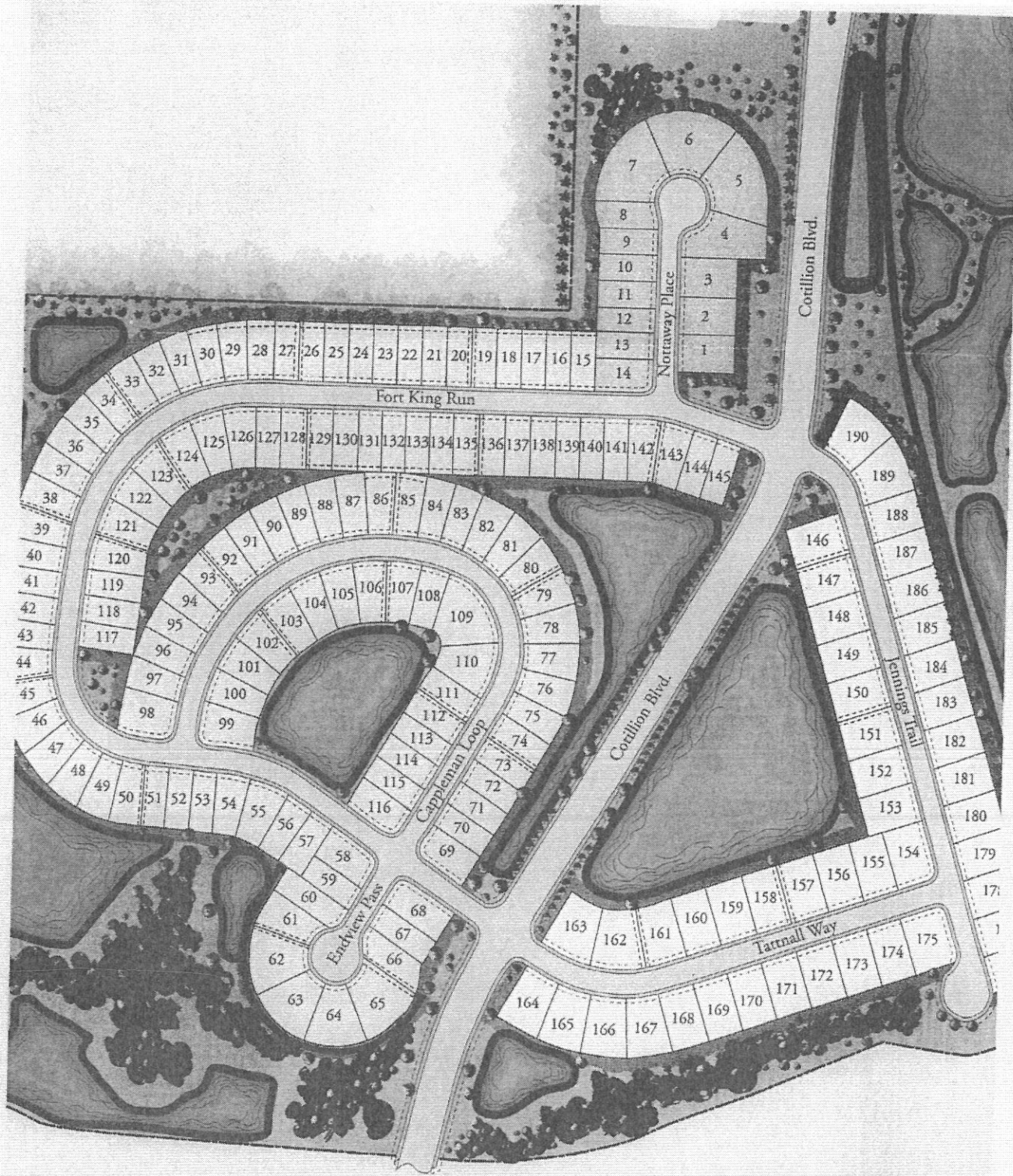
DISTANCE OF 32.48 FEET; THENCE S 52° 11' 38" W A DISTANCE OF 1452.28 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF POWELL ROAD; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE N 37° 34' 05" W A DISTANCE OF 132.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 785.30 FEET, A DELTA OF 18° 45' 13", A CHORD DISTANCE OF 255.89 FEET AND A CHORD BEARING OF N 47° 52' 08" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 257.04 FEET TO THE POINT OF TANGENCY; THENCE N 57° 14' 45" W A DISTANCE OF 448.10 FEET; THENCE N 57° 12' 10" W A DISTANCE OF 551.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1388.82 FEET; A DELTA OF 05° 18' 15", A CHORD DISTANCE OF 128.50 FEET AND A CHORD BEARING OF N 59° 52' 29" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 128.55

FEEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 367.04 FEET, A DELTA OF 25° 54' 42", A CHORD DISTANCE OF 164.58 FEET AND A CHORD BEARING OF N 75° 28' 57" W; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 165.99 FEET; THENCE N 00° 37' 21" E A DISTANCE OF 1299.15 FEET; THENCE N 89° 51' 08" W A DISTANCE OF 2659.94 FEET; THENCE

N 00° 25' 56" E A DISTANCE OF 982.09 FEET; THENCE S 89° 51' 42" E A DISTANCE OF 1328.98 FEET; THENCE N 00° 25' 20" E A DISTANCE OF 2977.22 FEET TO THE NORTH BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE ALONG SAID NORTH BOUNDARY S 89° 53' 35" E A DISTANCE OF 1328.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 411.26 ACRES, MORE OR LESS.

G:\WP_WORK\ClerkOffice\ORDIN\677 - Southern Hills Plantation CDD - II.wpd



For conceptual purposes only and is subject to change without notice. Trees and shrubs shown may or may not be as depicted on this site plan. All lakes will retain linear plantings around perimeter.

Cascades Phase I

190 lots

65 Completed Occupied Homes

125 Fully Developed Lots

RESOLUTION 2015-01

A RESOLUTION OF THE BOARD OF SUPERVISORS APPROVING A PROPOSED BUDGET FOR THE SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT FOR FISCAL YEAR 2016, SETTING A HEARING FOR PUBLIC CONSIDERATION OF THE SAME

WHEREAS, the Southern Hills Plantation II Community Development District is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hernando County Florida (hereinafter the “District”); and

WHEREAS, the District now believes it appropriate to make reasonable provision with respect to the manner in which the District’s Board of Supervisors (hereinafter the “Board”) will incur expenses and provide revenues necessary for its operation and any proposed improvement; and

WHEREAS, the District Manager has heretofore prepared and submitted to the District’s Board, a proposed operating budget for Fiscal Year 2016; and

WHEREAS, the Board has considered the proposed budget and now desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The **Proposed Budget** for the Southern Hills Plantation II Community Development District for Fiscal Year 2016, attached hereto as **Exhibit “A”** is hereby approved as the basis for conducting a public hearing to adopt the same.

Section 2. A Public Hearing on the proposed budget as approved by the District’s Board is hereby declared and set for _____.

Section 3. Notice of this Public Hearing shall be published in accordance with Section 190.008(2)(a), Florida Statutes.

Section 4. The District’s Secretary is directed to submit the proposed budget to Hernando County not less than sixty (60) days prior to its scheduled final adoption (Public Hearing).

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 12th DAY OF MAY, 2015.

SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

CHAIRMAN

SECRETARY

2016



SOUTHERN HILLS PLANTATION II

COMMUNITY DEVELOPMENT DISTRICT

**PROPOSED
ANNUAL OPERATING BUDGET**

FISCAL YEAR 2016

May 12, 2015

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2016

PROPOSED ANNUAL OPERATING BUDGET

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May 12, 2015

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

Budget Introduction

Background Information

The Southern Hills Plantations II Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a “solution” to the State’s needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida’s effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2016, which begins on October 1, 2015. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

<u>Fund Number</u>	<u>Fund Name</u>	<u>Services Provided</u>
001	General Fund	Operations and Maintenance of Community Facilities Financed by Non-Ad Valorem Assessments
200	Debt Service Fund	Collection of Special Assessments for Debt Service on the Series 2004 Capital Improvement Revenue Bonds

Facilities of the District

The District’s existing facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

	Fiscal Year 2015 Operating Budget	Proposed Fiscal Year 2016 Operating Budget	Increase / (Decrease) from FY 2015 to FY 2016
REVENUES			
SPECIAL ASSESSMENTS			
Operations & Maintenance Assmts-Tax Roll	17,596.00	17,596.00	0.00
Operations & Maintenance Assmts-Off Roll	66,299.00	66,299.00	0.00
TOTAL SPECIAL ASSESSMENTS	\$83,895.00	\$83,895.00	\$0.00
TOTAL REVENUES	\$83,895.00	\$83,895.00	\$0.00
EXPENDITURES			
LEGISLATIVE			
Supervisor Fees	1,600.00	1,600.00	0.00
TOTAL LEGISLATIVE	\$1,600.00	\$1,600.00	\$0.00
FINANCIAL & ADMINISTRATIVE			
District Manager	12,000.00	12,000.00	0.00
District Engineer	2,500.00	2,500.00	0.00
Disclosure Report	5,000.00	5,000.00	0.00
Trustees Fees	3,500.00	3,500.00	0.00
Auditing Services	3,400.00	3,400.00	0.00
Arbitrage Rebate Calculation	650.00	650.00	0.00
Public Officials Insurance	3,774.00	3,774.00	0.00
Legal Advertising	500.00	500.00	0.00
Bank Fees	310.00	310.00	0.00
Dues, Licenses & Fees	175.00	175.00	0.00
TOTAL FINANCIAL & ADMINISTRATIVE	\$31,809.00	\$31,809.00	\$0.00
LEGAL COUNSEL			
District Counsel	4,000.00	4,000.00	0.00
TOTAL LEGAL COUNSEL	\$4,000.00	\$4,000.00	\$0.00
ELECTRIC UTILITY SERVICES			
Street Lights	16,525.00	16,525.00	0.00
TOTAL ELECTRIC UTILITY SERVICES	\$16,525.00	\$16,525.00	\$0.00
STORMWATER CONTROL			
Aquatic Maintenance	904.00	904.00	0.00
TOTAL STORMWATER CONTROL	\$904.00	\$904.00	\$0.00
OTHER PHYSICAL ENVIRONMENT			
Genereal Liability Insurance	549.00	549.00	0.00
Entry & Walls Maintenance	600.00	600.00	0.00
Landscape Maintenance	16,908.00	16,908.00	0.00
Irrigation Repairs & Maintenance	3,500.00	3,500.00	0.00
Plant Replacement Program	5,000.00	5,000.00	0.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$26,557.00	\$26,557.00	\$0.00
CONTINGENCY			
Miscellaneous Contingency	2,500.00	2,500.00	0.00
TOTAL CONTINGENCY	\$2,500.00	\$2,500.00	\$0.00
TOTAL EXPENDITURES	\$83,895.00	\$83,895.00	\$0.00
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	\$0.00	\$0.00	\$0.00

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

Financial & Administrative

District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of Supervisors.

District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

Disclosure Reporting

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Trustees Fees

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

The District is required to file with the County and State each year.

Miscellaneous Fees

To provide for unbudgeted administrative expenses.

Investment Reporting Fees

This is to provide an investment report to the District on a quarterly basis.

Office Supplies

Cost of daily supplies required by the District to facilitate operations.

Legal Counsel

District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

Electric Utility Services

Electric Utility Services

This item is for street lights, pool, recreation facility and other common element

Stormwater Control

Aquatic Maintenance

This item is for maintenance of stormwater facilities within the District.

Other Physical Environment

Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water.

Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

Entry & Walls Maintenance

This item is for maintaining the main entry feature and other common area walls.

Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

Miscellaneous Landscape

This item is for any unforeseen circumstances that may effect the appearance of the landscape program.

Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

Irrigation Maintenance

Repairs necessary for everyday operation of the irrigation system to ensure its effectiveness.

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

REVENUES

CDD Debt Service Assessments	\$	251,027
TOTAL REVENUES	\$	251,027

EXPENDITURES

Series 2004 May Bond Principal Payment	\$	85,000
Series 2004 May Bond Interest Payment	\$	85,703
Series 2004 November Bond Interest Payment	\$	83,216
TOTAL EXPENDITURES	\$	251,027
EXCESS OF REVENUES OVER EXPENDITURES	\$	-

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

		FISCAL YEAR 2015			FISCAL YEAR 2016			Increase / (Decrease) from FY 2015 to FY 2016
Unit Count - Debt Service	Unit Count - O&M	O&M Per Unit	Debt Service Per Unit	TOTAL Annual CDD	O&M Per Unit	Debt Service Per Unit	TOTAL Annual CDD (1)	
899	925	\$98.58	\$303.51	\$402.09	\$98.58	\$303.51	\$402.09	\$0.00

(1) Amounts shown include costs associated with collection on the Hernando County Tax Roll and discounts offered for early payment.

Nicole Chamberlain

From: Debby Hukill
Sent: Monday, May 11, 2015 3:10 PM
To: Nicole Chamberlain
Subject: FW: Southern Hills Plantation II CDD

Debby Hukill, CAM

Property Manager
5680 W. Cypress Street, Suite A
Tampa, FL 33607
Phone: (813) 397-5120 Ext. 324
Fax: (813) 873-7070
debby.hukill@merituscorp.com

In an effort to maintain compliance with the Florida Sunshine Amendment, please do not reply globally to this notification. Any questions should be directed to the sending party only or to the District Office at (813) 397-5120.



www.merituscorp.com

The information contained in this electronic message is confidential, proprietary and intended for the use of the owner of the e-mail address listed as the recipient of this message. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, copying of this communication, or unauthorized use is strictly prohibited and subject to prosecution to the fullest extent of the law. If you are not the intended recipient, please delete this electronic message and do not act upon, forward, copy or otherwise disseminate it or its contents.

From: Pat Barnett [<mailto:PBarnett@co.hernando.fl.us>]
Sent: Monday, May 11, 2015 3:09 PM
To: Debby Hukill
Subject: RE: Southern Hills Plantation II CDD

There are a total of 95 voters in Southern Hills Plantation II.

From: Debby Hukill [<mailto:debby.hukill@merituscorp.com>]
Sent: Monday, May 11, 2015 2:40 PM
To: Pat Barnett
Subject: Southern Hills Plantation II CDD

Hello Pat,

I need the qualified electors count for **Southern Hills Plantation II CDD**. Can you please send me the count.

Thank you,

RESOLUTION 2015-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT APPOINTING NEW DISTRICT COUNSEL FOR THE DISTRICT, AUTHORIZING ITS COMPENSATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Southern Hills Plantation II 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 the Hernando County, Florida; and

WHEREAS, the District’s Board of Supervisors (“Board”) may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint a new District Counsel and to provide compensation for their services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT:

1. Fletcher & Fischer P.L., is appointed as District Counsel and shall be compensated for their services in such capacity in the manner prescribed in **Exhibit A**.
2. This Resolution shall become effective immediately upon its adoption.

Adopted this 12th day of May, 2015.

ATTEST:

**Southern Hills Plantation II Community
Development District**

Secretary

Chairman



May 11, 2015

Mr. Lance Ponton, Chairman
Southern Hills Plantation II-Community Development District
15100 Hutchinson Road
Tampa, FL 33625

Re: District Counsel-Southern Hills Plantation II CDD

Dear Mr. Ponton:

Fletcher & Fischer P.L. ("**Fletcher & Fischer**") is pleased to submit this engagement letter outlining the terms upon which the firm will provide district counsel services for Southern Hills Plantation II Community Development District. We look forward to working with you and the Board of Supervisors on this matter.

At the initiation of each new matter, it is the policy of Fletcher & Fischer to expressly agree upon a fee arrangement for the work to be undertaken in such a matter.

This letter and the enclosed Fletcher & Fischer Standard Terms and Conditions Addendum (the "**Addendum**") describe the basis on which Fletcher & Fischer will provide legal services to you and bill for those services.

1. Nature of Engagement: This letter and the Addendum will govern the work to be performed by us with respect to the above referenced matter, as well as all other legal work (and related costs) performed by us in the future, which may be unrelated to this matter, unless a different fee and cost arrangement for such work is agreed upon in writing by the parties.

2. Fees and Attorneys Providing Services: In this matter, our fee for legal services will be calculated by multiplying the time spent in performing the work during the period covered by the invoice, by the existing hourly rate for attorneys and legal assistants at the time the services are provided. Current hourly rates for attorneys and paralegals are: Leigh K. Fletcher, \$320.00, Tina M. Fischer, \$275.00, Anne Q. Pollack, \$275.00 and Paralegal, \$120.00. These standard hourly rates are subject to change from time to time.

3. Costs and Expenses: Any costs incurred in connection with our representation will be separately itemized on our invoice statement. Other than for the items indicated below, we will not incur any unusual cost items without first consulting you. Costs generally include serving and filing fees, express delivery services, travel expenses, copying expenses, long distance telephone expenses, postage, etc. Costs also include any necessary fees for court reporters, appraisers, escrow agents, expert witnesses, accountants, abstractors, surveyors and other such services. We may forward certain cost bills to you for payment directly to the vendor. Examples of bills which may be forwarded to you for payment directly to the vendor include charges by engineers, surveyors, title insurance companies and environmental consultants.

4. **Submission and Payment of Invoice Statements:** Invoices will be prepared and sent to you on a monthly basis. We will e-mail our invoices to you unless you inform us that you prefer that we send them by U.S. Mail. All invoices are due and payable within thirty (30) days after receipt.

5. **Retainer:** It is normally our practice to require a retainer when we undertake new representation to cover at least a portion of our estimated fees and costs. However, we are not requesting a retainer at this time. Depending upon the magnitude and/or scope of future assignments that we undertake for you in the future, we may request retainers to secure payment of our future statements. All retainers will be placed in our trust account and will be applied toward the fees and costs incurred during the representation. Any unapplied portion of a retainer will be returned to you at the conclusion of the engagement.

This letter constitutes the "**Accompanying Letter**" described in the Addendum, and, together with the Addendum, constitutes the arrangement upon which we have agreed to undertake representation of the legal matters described in this letter. Please review all such terms and conditions. If the arrangement described in this letter and the Addendum meets with your approval, please sign a copy of this letter where indicated, and return it to us. If you have any questions about this agreement, it is essential that you contact us immediately.

Thank you again.

Very truly yours,



Leigh Fletcher
For the Firm

I HAVE READ THE FOREGOING, AND IT CLEARLY REFLECTS OUR AGREEMENT AS TO FEES AND COSTS IN THE LEGAL MATTERS DESCRIBED IN THIS LETTER.

**Southern Hills Plantation II Community
Development District**

By: _____

As its: _____

Date: _____

Fletcher & Fischer Standard Terms and Conditions Addendum

This Addendum sets forth the standard terms and conditions upon which Fletcher & Fischer P.L. ("**Fletcher & Fischer**") provides legal services to its clients and bills for those services. This Addendum accompanies a letter (the "**Accompanying Letter**") addressed to a party or parties (collectively, with those identified therein as being represented by Fletcher & Fischer, referred to as the "**Client**") who has/have agreed to become obligated to Fletcher & Fischer for the payment of all fees charged and costs incurred by Fletcher & Fischer (collectively, the "**Financial Obligations**"). This Addendum and the Accompanying Letter comprise the entire agreement between the Client and Fletcher & Fischer with regard to the Financial Obligations and may not be modified or amended by past or future oral statements or by course of conduct, but only pursuant to a writing signed by the Client and Fletcher & Fischer.

1. Professional Undertaking: An attorney of Fletcher & Fischer who has signed the Accompanying Letter (the "**Attorney in Charge**") will have primary responsibility for the representation of the Client, and may, in his or her discretion, utilize the services of other attorneys and legal assistants in Fletcher & Fischer to assist in performing the work. If at any time the Client has any questions concerning the utilization of other attorneys or legal assistants, or any other matters, the Client should contact the Attorney in Charge.

If the Client is an entity, Fletcher & Fischer's representation of that entity does not by itself make any of that entity's constituent members (e.g., partners, members, shareholders or beneficiaries) clients of Fletcher & Fischer, nor does it signify that Fletcher & Fischer, either directly or indirectly, owes any professional duty to any of those members. Consequently, Fletcher & Fischer will not be responsible, and will not be required to withdraw from representing the Client, in the event that representation is, or might become, adverse to the individual interests of any of the Client's constituent members.

2. Employment of Outside Professionals: In the event Fletcher & Fischer deems it necessary to employ additional professionals with specialized skills (e.g., investigators, surveyors, appraisers, environmental consultants, expert witnesses), then, after consultation with and consent from the Client, additional professionals may be employed by Fletcher & Fischer either in the name of the Client or, in the discretion of Fletcher & Fischer and the Client, in the name of Fletcher & Fischer. In either event, the Client will be responsible to pay the fees of such professionals upon being invoiced by Fletcher & Fischer or by such professionals for those fees. Reimbursement of Fletcher & Fischer by the Client for such invoices paid by Fletcher & Fischer will be subject to the provisions of Paragraph 5 of this Addendum.

3. Billings: Fletcher & Fischer's invoices are generally prepared and mailed during the month following the month in which services that it covers are rendered and the expenses and costs that it covers are reported in Fletcher & Fischer's books. Each invoice is payable in full upon receipt. Failure to question any invoice in writing within thirty (30) days after receiving it will be considered an approval and acceptance of that invoice. In the event Fletcher & Fischer

receives a payment from the Client at a time when more than one invoice is outstanding on any one or more matters, Fletcher & Fischer will apply that payment to any such open invoice, unless the payment is accompanied by the remittance copy of the invoice being paid or some other written indication from the Client directing how the payment is to be applied. When in the course of, or at the conclusion of, the representation Fletcher & Fischer receives money on the Client's behalf, such as a money judgment or settlement or the closing of a transaction, Fletcher & Fischer will be entitled, at its option, to pay Fletcher & Fischer's outstanding invoices from such monies. Similarly, if attorneys' fees are awarded to the Client and are paid by the other party involved, the Client hereby assigns its right to receive those fees to Fletcher & Fischer as payment towards the Financial Obligations owed to Fletcher & Fischer.

4. Late Payments, Costs of Collection and Partial Invalidity: Because Fletcher & Fischer has ongoing overhead expenses and cost of funds, a monthly late charge is added for late payments of fees and costs. On the first day of each month the balance of any invoice then unpaid for more than one (1) month will be subject to a late charge of one percent (1%) per month, whether or not that charge appears on Fletcher & Fischer's invoices to the Client. In the event that it is necessary to institute legal proceedings to collect Fletcher & Fischer's fees and costs, Fletcher & Fischer will also be entitled to reasonable attorneys' fees, paralegal fees and charges and other costs of collection, even if such services and costs are provided by Fletcher & Fischer. Any provision of this Addendum which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality or enforcement of this Addendum shall be of no effect, but all the remaining provisions of this Addendum shall remain in full force and effect.

5. Security for Financial Obligations: Florida law provides Fletcher & Fischer with the right to impose a lien upon and retain, as security for payment of the Financial Obligations, all documents, money and other intangibles and materials coming into Fletcher & Fischer's possession (except to the extent that such a lien on funds deposited with Fletcher & Fischer in trust for a specific purpose is prohibited). Additionally, Fletcher & Fischer can acquire a lien, to the extent permitted by law, on all judgments, awards, damages or other assets or the proceeds thereof and all other monies which are recoverable or distributable to the Client as a result of any settlement, compromise, or court award then or thereafter obtained or achieved on its behalf in the matter, whether by the Client, by us, or by any other attorneys who may succeed us in the matter. These retaining and charging liens may be asserted by Fletcher & Fischer in such circumstances as Fletcher & Fischer believes to be necessary or appropriate.

6. Responsibility for Payment: The Client will be responsible to Fletcher & Fischer for all Financial Obligations arising out of the services rendered by Fletcher & Fischer to the Client. The Client shall be jointly and severally liable for the Financial Obligations of the Client and for all services rendered to any entity affiliated with the Client for which Fletcher & Fischer is asked to provide services. If Fletcher & Fischer is required to testify, produce documents or respond to other requests in connection with proceedings commenced by third parties that relate to Fletcher & Fischer's representation of the Client, the Client (and the Additional Responsible Parties, if any) shall be liable for the reasonable fees and costs incurred by Fletcher & Fischer.

7. Client Expectations: Unless Fletcher & Fischer has agreed otherwise in a writing signed by the Attorney in Charge, the Client's responsibility for payment of its Financial Obligations will not be contingent or in any way dependent on the outcome of the representation or the results obtained. Since the fees and costs relating to this matter are not predictable, any estimate of fees and costs that may have been discussed represents only an estimate. Unless otherwise agreed by Fletcher & Fischer in writing, Fletcher & Fischer makes no commitment to the Client concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Although the merits of the Client's position may be emphasized and optimism concerning the likelihood of success may be expressed, the Client understands that legal matters frequently take courses that cannot be anticipated and can have outcomes that cannot be predicted. Accordingly, the Client acknowledges that no guarantees have been given by Fletcher & Fischer and that no statements made by any person on behalf of Fletcher & Fischer may be relied upon by the Client concerning the outcome of any matter.

8. Title Insurance: If the transaction for which the Client has retained Fletcher & Fischer requires the issuance of a title insurance policy, Fletcher & Fischer may issue the policy and commitment therefor as agent of the title insurance company. If the cost thereof is to be paid by the Client, the title insurance premiums charged by Fletcher & Fischer for the issuance of any such commitment or policy will be based upon the minimum premium rate promulgated by the State of Florida Insurance Commissioner. Fletcher & Fischer may act as agent for the title company issuing title insurance in the Client's transaction. As is standard with all title insurers in Florida, Fletcher & Fischer will receive a percentage of the premium, as agent for the title insurance company. Sums received by Fletcher & Fischer for acting as agent for a title insurer are in addition to, and not in lieu of, Fletcher & Fischer's standard fees as described in this Addendum. Notwithstanding any confidentiality obligations imposed by Florida law or Florida Bar Rules, the Client hereby consents to any audit of Fletcher & Fischer's trust accounts by title insurance underwriters issuing title insurance in connection with the representation contemplated by this engagement letter.

9. Choice of Law, Venue and Forum Selection: This Addendum and the Accompanying Letter will be governed and construed under Florida law. Fletcher & Fischer, the Client, and the Additional Responsible Parties, if any, do hereby agree and consent that the State and Federal Courts situated in Hillsborough County, Florida, will have exclusive jurisdiction to adjudicate any claim, dispute and/or controversy of any nature arising out of or relating to this Addendum, the Accompanying Letter or the legal services provided pursuant thereto.

10. Termination: The Client has the right to terminate Fletcher & Fischer's representation at any time and for any reason. Fletcher & Fischer has the same right, and under certain circumstances it may be required to terminate its representation of the Client, upon reasonable notice to the Client. Among the reasons for which Fletcher & Fischer may terminate are: (i) nonpayment or repeated late payment of the Client's Financial Obligations to Fletcher & Fischer after the Client has been notified that Fletcher & Fischer intends to withdraw unless such Financial Obligations are paid timely, (ii) the Client's breach or failure to comply with the terms of Fletcher & Fischer's engagement, including the provisions of the Accompanying Letter or this Addendum, (iii) the Client's failure or refusal to be forthright, cooperative and supportive of

Fletcher & Fischer's efforts, (iv) the Client's misrepresentation of, or failure or refusal to disclose facts to Fletcher & Fischer which Fletcher & Fischer deems necessary for, or relevant to, the engagement, (v) the Client's refusal to accept or implement Fletcher & Fischer's advice, (vi) the Client's persistence in pursuing, or having Fletcher & Fischer pursue, an objective which Fletcher & Fischer considers to be criminal, fraudulent, actionable, repugnant or imprudent, (vii) discovery of a conflict with another client of Fletcher & Fischer, and (viii) any other reason permitted or required under the Rules of Professional Conduct that govern the legal profession in Florida. Upon termination of the engagement, either by Fletcher & Fischer or by the Client, the Client must sign all papers and documents which Fletcher & Fischer believes necessary to accomplish its withdrawal from the representation.

Regardless of when or by whom the representation is terminated, and until such time as all outstanding Financial Obligations which are owed to Fletcher & Fischer (whether billed or unbilled) have been paid in full:

- (i) Fletcher & Fischer reserves the right, to the extent permitted by law, to retain all of our files concerning the Client and to hold all documents, monies, or other property of the Client then in our possession; and
- (ii) Fletcher & Fischer will have a lien, to the extent permitted by law, on all judgments, awards, damages or other assets or the proceeds thereof and all other monies which are recoverable or distributable to the Client as a result of any settlement, compromise, or court award then or thereafter obtained or achieved on its behalf in the matter whether by Client, by Fletcher & Fischer, or by any other attorneys who may succeed us in the matter.

11. Federal Tax Advice: The United States Treasury Department has issued certain Regulations (the "**Treasury Regulations**") governing our ability to render written advice on federal tax issues, which includes the federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer of property, or the value of property for federal tax purposes. During the course of our representation of the Client, Fletcher & Fischer may provide the Client, from time to time, with written advice regarding federal tax issues. This written advice may include letters, e-mails, or memoranda. Please note that as a result of the Treasury Regulations, any written advice provided to the Client may not be used or relied upon by the Client for the purpose of (i) avoiding tax-related penalties that may be imposed by the Internal Revenue Service, or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein, unless the author of such advice should specifically provide in writing that it is intended to be a "reliance opinion" or a "covered opinion" as such terms are defined under applicable Treasury Regulations.