

**SOUTHERN HILLS PLANTATION II  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
SPECIAL MEETING  
JANUARY 30, 2020**

**SOUTHERN HILLS PLANTATION II  
COMMUNITY DEVELOPMENT DISTRICT AGENDA**

**JANUARY 30, 2020 at 10:30 a.m.**

Southern Hills Temp Clubhouse

Located at 19761 Fort King Run, Brooksville, FL 34601

<b>District Board of Supervisors</b>	Chairman	Devon Rushnell
	Vice Chairman	Matt Pallardy
	Supervisor	Jon Franz
	Supervisor	Sara Flint
	Supervisor	Cheryl Bernal

<b>District Manager</b>	Meritus	Brian Lamb
	Meritus	Eric Davidson

<b>District Attorney</b>	Clark & Albaugh	Scott D. Clark
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<b>District Engineer</b>	Coastal Engineering	Don Lacey
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*All cellular phones and pagers must be turned off while in the meeting room*

The meeting will begin at **10:30 a.m.** Following the **Call to Order**, the public has the opportunity to comment on posted agenda items during the second section called **Public Comments on Agenda Items**. Each individual is limited to **three (3) minutes** for such comment. The Board is not required to take action at this time, but will consider the comments presented as the agenda progresses. The meeting will resume with the third section called **Business Items**. This section contains items for approval by the District Board of Supervisors that may require discussion, motions, and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Vendor/Staff Reports**. This section allows the District Manager, 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 the District's needs and individuals may comment on matters that concern the District. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted.

Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

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

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

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

January 30, 2020

Board of Supervisors  
**Southern Hills Plantation II Community Development District**

Dear Board Members:

The Special Meeting of Southern Hills Plantation II Community Development District will be held on **Thursday, January 30, 2020 at 10:30 a.m.** at the Southern Hills Temp Clubhouse located at 19761 Fort King Run, Brooksville, FL 34601. 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. Consideration of Resolution 2020-01; Establishing SPE, Authorizing an Assignment of Credit Bid and/or Conveyance of Delinquent Property to the SPE, Approving the Tri-Party Agreement, Approving Operating Agreement for the SPE and Related Agreements and Actions of the SPE .....Tab 01
  - B. Consideration of Assignment of Credit Bid.....Tab 02
  - C. Consideration of Tri-Party Agreement .....Tab 03
  - D. Consideration of Operating Agreement for the SPE.....Tab 04
  - E. Consideration of Minutes of the Board of Supervisors Public Hearing & Meeting August 09, 2019.....Tab 05
  - F. Consideration of Minutes of the Board of Supervisors Regular & Shade Meeting September 20, 2019 .....Tab 06
  - G. Consideration of Operations and Maintenance Expenditures July – September 2019 .....Tab 07
  - H. Consideration of Operations and Maintenance Expenditures October – December 2019.....Tab 08
  - I. Review of Financial Statements through December 31, 2019.....Tab 09
  - J. General Matter of the District
- 4. VENDOR/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) 873-7300.

Sincerely,

Brian Lamb  
CEO/District Manager

**RESOLUTION 2020-01**

**A RESOLUTION OF THE SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE CREATION OF SHP 3, LLC (“SPE”); AUTHORIZING ASSIGNMENT OF CREDIT BID TO SPE AND/OR CONVEYANCE OF DELINQUENT PROPERTY TO THE SPE; APPROVING THE TRI-PARTY AGREEMENT; AND APPROVING THE OPERATING AGREEMENT FOR THE SPE AND RELATED AGREEMENTS AND ACTIONS OF THE SPE**

**WHEREAS**, the Southern Hill Plantation II Community Development District (the “*District*”) was established by the Ordinance No. 676 of 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*, as amended (the “*Act*”);

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including, but not limited to, surface water management systems, water and sewer systems, roadways, landscaping and other infrastructure;

**WHEREAS**, or about August 30, 2004, the District, acting through its board of supervisors (the “*Board*”), adopted Resolution 2004-18, which authorized the District to (a) issues bonds for financing the construction of a capital improvement project; and (b) enter into a trust indenture governing its obligations for expenditure of proceeds and the payment of the bonded indebtedness;

**WHEREAS**, on November 22, 2004, the Circuit Court for the Fifth Judicial Circuit in and for Hernando County, Florida (the “*Court*”) issued a Final Judgment authorizing and validating the Series 2004 Bond (as hereinafter described). The Final Judgment was recorded on December 17, 2004, at O.R. Book 1943, Page1436, in the Public Records of Hernando County, Florida;

**WHEREAS**, on December 23, 2004, pursuant to §§ 190.012 and 190.22, and Chapter 170, *Florida Statutes*, the Board adopted Resolution 2005-12, which levied special assessments on the Property to pay for the costs of certain master infrastructure improvements benefitting the Property, made by or on behalf of the District (the “*Improvements*”).

**WHEREAS**, the Series 2004 Bond was issued pursuant to that certain Master Trust Indenture, dated as of December 1, 2004 (the “*Master Indenture*”), as supplemented by that certain First Supplemental Trust Indenture, dated as of December 1, 2004 (the “*First Supplemental Indenture*” and, together with the Master Indenture, the “*Indenture*”);

**WHEREAS**, payment of the Series 2004 Bond to the Bond Holders is secured by special assessments levied against the Property by the District (the “*2004 Assessments*”);

**WHEREAS**, in reliance on the 2004 Assessments, on or about December 20, 2004, pursuant to § 190.016, *Florida Statutes*, the District issued, sold, and delivered to Prager, Sealy & Co., LLC, its Capital Improvement Revenue Bonds, Series 2004 in the amount of \$3,610,000 (the “*Series 2004 Bond*”) for the purpose of financing the Improvements;

**WHEREAS**, the Series 2004 Bond was subsequently sold to institutional investors and is currently owned by HCI Property Interests, LLC, a Florida Limited Liability Company (the “*Bondholders*”);

**WHEREAS**, at the time the Bonds were issued, Levitt and Sons of Hernando County, LLC (the

“Original Developer”) owned and was responsible for developing the land within the District. The Original Developer subsequently failed to pay the 2004 Assessments due on certain platted and unplatted property within Phases Two, Three-A, Three-B and Four of the District (the “Delinquent Property”);

**WHEREAS**, Boomerang SH, LLC (“Boomerang”) took title to Delinquent Property from a successor to the Original Developer in November 2013; TC 13, LLC (“TC 13”) subsequently acquired title to a portion of the Delinquent Property via tax deed in 2016;

**WHEREAS**, a portion of the 2004 Assessments levied on the Delinquent Property which secure the Series 2004 Bond has been delinquent since 2009 and continues to be delinquent;

**WHEREAS**, pursuant to Florida law, Section 812 of the Master Indenture and resolutions levying the 2004 Assessments, the District took action to enforce the collection of 2004 Assessments by accelerating the 2004 Assessments on the Delinquent Property and foreclosing on the lien of the accelerated 2004 Assessments on the Delinquent Property;

**WHEREAS**, on December 18, 2019, the Court entered its Amended Final Judgment of Foreclosure, a copy of which attached hereto as Exhibit A (the “Final Judgment”), and set the foreclosure sale of the Delinquent Property for February 6, 2020 (the “Foreclosure Sale”);

**WHEREAS**, the Bondholders and the Trustee have requested that the District establish SHP 3, LLC, a Florida limited liability company (the “SPE”) to own, manage and sell the Delinquent Property;

**WHEREAS**, the District acknowledges the interest the Bondholders have with respect to the Delinquent Property and that decisions made in relation to the Delinquent Property ultimately affect the Bondholders;

**WHEREAS**, the District further acknowledges that it is in its best interests for the Delinquent Property to be managed and sold in a manner that preserves, to the extent possible, the value of the Delinquent Property and has concluded that the SPE is best vehicle for doing so;

**WHEREAS**, in light of the forgoing, the District desires, in coordination with the Bondholders and Trustee, to: establish the SPE; assign credit bid to SPE at the Foreclosure Sale and/or convey the Delinquent Property to the SPE; approve the tri-party agreement; approve the operating agreement for the SPE and related agreements and actions of the SPE;

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

**SECTION 1. INCORPORATION OF RECITALS.** All of the above representations, findings and determinations are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. CREATION OF THE SPE.** District staff is directed to prepare and the Chairperson or Vice-Chairperson is authorized to execute, on behalf of the District, documents necessary to create the SPE for the purpose of owning, maintaining and marketing for sale of the Delinquent Property.

**SECTION 3. ASSIGNMENT OF CREDIT BID AND/OR CONVEYANCE TO THE SPE.** The Chairman or Vice-Chairman is authorized to execute, on the District’s behalf, the Assignment of Credit Bid in

substantially the form attached hereto as Exhibit B. In anticipation of the Foreclosure Sale, District Staff, in consultation with Bondholders, is hereby authorized to set the maximum amount the SPE will credit bid for the Property at the Foreclosure Sale. In the event that the District takes title to the Delinquent Property at the Foreclosure Sale, the Chairman or Vice-Chairman, on behalf of the District, is authorized to execute a deed conveying fee simple title to the Delinquent Property to the SPE.

**SECTION 4. TRI-PARTY AGREEMENT.** The Chairperson or Vice-Chairperson is authorized to execute, on behalf of the District, the Tri-Party Agreement in substantially the form attached hereto as Exhibit C.

**SECTION 5. OPERATING AGREEMENT.** The Chairperson or Vice-Chairperson is authorized to execute, on behalf of the District, which will be attached as an exhibit to the Tri-Party Agreement.

**SECTION 6. OTHER AGREEMENTS AND ACTIONS OF THE SPE.** The SPE is authorized to enter into, and the Chairperson or Vice-Chairperson is authorized to execute on the behalf of the Bondholders and District, any and all agreements or other documents, and to take all other actions as requested by the Bondholders and the Trustee and recommended by District Staff as being necessary or appropriate to the ownership, operation, maintenance, management, improvement, and sale of the Delinquent Property.

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

**SECTION 8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the Southern Hill Plantation II Community Development District,

PASSED AND ADOPTED this 30<sup>th</sup> day of January, 2020.

**ATTEST:**

**SOUTHERN HILLS PLANTATION II  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Brian Lamb  
Secretary

\_\_\_\_\_  
Devon Rushnell  
Chairman

Exhibit A      Amended Final Judgment of Foreclosure  
Exhibit B      Form of Assignment of Credit Bid  
Exhibit C      Form of Tri-Party Agreement

**IN THE CIRCUIT COURT FOR THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR HERNANDO COUNTY, FLORIDA  
CIVIL DIVISION**

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government,

Plaintiff,  
v.

Case No. 11-CA-989  
Consolidated with  
Case: 17-CA-9

CASHP 3, LLC, a Florida Limited Liability Company; BOOMERANG SH, LLC, a Florida Limited Liability Company; TC 13, LLC, a Florida Limited Liability Company; and SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation.

And

BOOMERANG SH, LLC, a Florida Limited Liability Company; CASCADES AT SOUTHERN HILLS RESIDENTS' ASSOCIATION II, INC., a Florida non-profit corporation; and CASCADES AT SOUTHERN HILLS RESIDENTS' ASSOCIATION, INC., a Florida non-profit corporation.

Defendants.

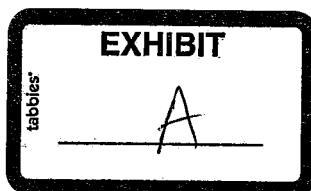
FILED & RECORDED  
DOUG CHORVAT CLERK  
HERNANDO COUNTY, FL  
2018 DEC 18 PM 2:02

**AMENDED FINAL JUDGMENT OF FORECLOSURE**

THIS CAUSE was tried before the Court at a non-jury trial on the 2nd day of October, 2019. The Court having reviewed the pleadings of record, having heard testimony and considered all duly offered and administered exhibits and other evidence, and being otherwise fully advised in the premises, it is ADJUDGED that:

**THE PARTIES**

1. Plaintiff, Southern Hills Plantation II Community Development District (the "Plaintiff" or the "District") is a local unit of special purpose government established pursuant



to Chapter 190, Florida Statutes. The Plaintiff asserted a first priority governmental lien on the Foreclosed Property as described herein.

2. Defendant, Boomerang SH, LLC ("**Boomerang**"), is the owner of certain platted lots and real property located within the Southern Hills Plantation II Community Development District.

3. Defendant, TC 13, LLC, ("**TC 13**"), is the owner of certain platted lots and real property located within the Southern Hills Plantation II Community Development District.

4. Defendant, Cascades at Southern Hills Residents' Association II, Inc. ("**Association II**"), did not assert a priority lien on the Foreclosed Property as described herein.

5. Defendant, Cascades at Southern Hills Residents' Association, Inc. ("**Association I**"), did not assert a priority lien on the Foreclosed Property as described herein.

6. Defendant, Southern Hills Plantation Homeowners Association, Inc. ("**HOA**"), did not assert a priority lien on the Foreclosed Property as described herein.

#### THE ACTION

7. On July 16, 2018, the Court entered the Agreed Order Consolidating Cases, whereby the case of *Southern Hills Plantation II Community Development District v. Boomerang SH, LLC et. al.*, Hernando County Case No.: 2017-CA-000009 was consolidated with *Southern Hills Plantation II Community Development District v. CASHP 3, LLC, et. al.*, Hernando County Case No.: 2011-CA-000989.

8. This action was tried upon the Plaintiff's Omnibus Amended Complaint in the Consolidated Cases ("**Omnibus Amended Complaint**").



9. The Omnibus Amended Complaint is a two-count foreclosure action for foreclosure of special assessment liens on real property pursuant to Chapters 190 and 170, Florida statutes.

10. In accordance with applicable Florida law and the District's duly adopted resolutions, the District levied certain assessments on the real property located within District's borders. Specifically, District levied benefit special assessments (the "Series 2004 Assessments") and operations and maintenance special assessments (the "O&M Assessments," collectively, the "Assessments"), which constitute a lien on certain real property located within District's borders.

11. Count I of the Omnibus Amended Complaint sought foreclosure of the Foreclosed Property described herein as a result of the Defendants' delinquency and default on the payment of the Series 2004 Assessments levied by the Plaintiff.

12. Count II of the Omnibus Amended Complaint sought foreclosure of the Foreclosed Property described herein as a result of the Defendants' delinquency and default on the O&M Assessments levied by the Plaintiff.

13. Actual or constructive notice of the Series 2004 Assessments has been recorded in the Public Records of Hernando County, Florida, by virtue of: *Declaration and Consent to Jurisdiction of Community Development District and to Imposition of Assessments* ("Consent") by the then current and now former landowner Hampton Ridge Developers, LLC, recorded on December 15, 2004 in O.R. Book 1942, Page 514; the final judgment ("Judgment") recorded on December 17, 2004 in O.R. Book 1943, Page 1436; the *Notice of Establishment of the Southern Hills Plantation II Community Development District* ("Notice of Establishment") recorded on August 21, 2006 in O.R. Book 2312, Page 1457, in the Public

Records of Hernando County, Florida; and *Lien of Record of Southern Hills Plantation II Community Development District* ("Lien") recorded on June 26, 2007 in O.R. Book 2459, Page 843.

14. The equities of this cause are with the Plaintiff, it was entitled to maintain this *in rem* action, and this Court has jurisdiction of the subject and the parties hereto.

15. The Assessments sued upon were duly and legally levied and did and do constitute a good, valid, and subsisting lien upon the real property as that real property subject to the lien is specifically identified herein.

16. No real property identified in this *in rem* action that is not specifically identified as being subject to the Plaintiff's lien shall be encumbered or otherwise subject to the Plaintiff's lien or foreclosure action.

17. As a result of the non-payment of the amounts set forth herein, the District is entitled to foreclose on the real property described herein.

18. The Court found the evidence at trial undisputed that Boomerang SH, LLC is the fee simple owner of the real property described herein and identified in the Omnibus Amended Complaint as the "Tract L" real property located within the Southern Hills CDD by virtue of the Quit Claim Deed from CaSHP 2, LLC to Boomerang SH, LLC, dated November 27, 2013, and recorded on January 16, 2014.

19. The Court found the evidence at trial undisputed that the Plaintiff never made any special assessments on the "Tract L" property located within the Southern Hills CDD.

20. The Court found the evidence at trial undisputed that there was no delinquency on any special assessments on the "Tract L" property located within the Southern Hills CDD.

21. The Court found the evidence at trial undisputed that the Plaintiff never served any notices of default or delinquency for the payment of special assessments on the "Tract L" property located within the Southern Hills CDD.

22. The Court found based on the undisputed evidence at trial the District is not entitled to foreclose on the real property described and identified as the "Tract L" property herein.

**IT IS THEREFORE ADJUDGED** that:

1. Service of process has been duly and regularly obtained over the Defendants.

2. **VALUE OF CLAIM:** At the initiation of this action, in accordance with section 28.241(1)(a)2.b., Florida Statutes (effective for actions filed on and after June 1, 2009), Plaintiff estimated the amount in controversy of the claim to be \$250,000.00 or greater. In accordance with 28.241(1)(a)2.c., Florida Statutes, the court identifies the actual value of the claim to be \$7,549,627.50, exclusive of attorneys' fees and costs. For any difference between the estimated amount in controversy and the actual value of the claim that requires the filing fee to be adjusted, the clerk shall adjust the filing fee. In determining whether the filing fee needs to be adjusted, the following graduated filing fee scale in section 28.241(1)(a)2.d., Florida Statutes, controls:

\$400	Value of claim less than or equal to \$50,000 with 5 defendants or less
\$905	Value of claim greater than \$50,000 but less than \$250,000 with 5 defendants or less
\$1,905	Value of claim \$250,000 or greater with 5 defendants or less

If an excess filing fee was paid, the clerk shall provide a refund of the excess fee. If an additional filing fee is owed, the Plaintiff shall pay the additional fee prior to the judicial sale. If any additional filing fee owed is not paid prior to the judicial sale, the clerk shall cancel the judicial sale without further order of the Court.

**REAL PROPERTY SUBJECT TO FINAL JUDGMENT OF FORECLOSURE**

The real property subject to this Final Judgment of Foreclosure, as identified in the Plaintiff's Trial Exhibit 5, Summary of Unpaid Series 2004 Assessments and O&M Assessments Currently Due From Defendants Boomerang and TC 13, a copy of which is attached hereto as Composite Exhibit "A" to Final Judgment of Foreclosure, is described as follows:

**Boomerang Property:**

Parcel 1: Unplatted Parcel 00382749 ("Powell Road Property")  
Parcel 2: Platted 137 Lots

**TC 13 Property:**

Parcel 1: Unplatted Parcel 00381287  
Parcel 2: Unplatted Parcel 01563007  
Parcel 3: Platted 14 Lots

**JUDGMENT AS TO DEFENDANT BOOMERANG SH, LLC**

**3. Amounts Due solely from Property and Lots Owned by Defendant, Boomerang.**

There is due and owing to the Plaintiff from the Boomerang Property and Lots the following amounts:

- A. As for Unplatted Parcel 00382749 ("Powell Road Property"):
  - (1) Series 2004 Assessments and O&M Assessments: **\$606,738.36.**
- B. As for the 137 Platted Lots:
  - (1) Series 2004 Assessments and O&M Assessments: **\$1,210,554.86.**
- C. The total amount due from the unplatted Parcel 00382749 (Powell Road Property) and the platted 137 lots owned by Boomerang is **\$1,817,293.22.**
- D. The Court has determined from the Plaintiff's Trial Exhibit #5 (Composite Exhibit "A" to Final Judgment of Foreclosure attached hereto) that the total amount due for each of the 137 platted lots owned by Boomerang is **\$8,836.17** per lot.

4. **Lien on Property.** Plaintiff, whose post office address is c/o Clark & Albaugh, LLP, 700 W. Morse Blvd., Suite 101, Winter Park, FL 32789, holds a lien for the total sum specified in Paragraph 3 herein. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the Defendants and all persons, corporations, or other entities claiming by, through, or under the Defendants or any of them and the property will be sold free and clear of

all claims of the Defendants. The Plaintiff's lien encumbers the subject property located in Hernando County, Florida and described as:

**Parcel 1: Unplatted Parcel 00382749 (Powell Road Property)**

**That portion of the North ½ of the Northeast ¼ of Section 16, Township 23 South, Range 19 East, Hernando County, Florida, lying North of present right of way of Powell Road and West of railroad right-of-way. (also known as tax parcel 382749).**

**Parcel 2: Lots 198-230, 245-280, 283-299, 301-310, 314-321, 323-327, 346-350, and 355-377, of CASCADES AT SOUTHERN HILLS PLAN-TATION, PHASE TWO, according to the map or plat thereof as recorded in Plat Book 37, Pages 38 through 44, Public Records of Hernando County, Florida.**

5. **No Lien or Foreclosure.** The Court specifically adjudges that the Plaintiff does not have a lien on the "Tract L" real property as that property is described and identified in the Omnibus Amended Complaint, and the District is not entitled to foreclose on the real property described and identified as the "Tract L" property herein.

**JUDGMENT AS TO DEFENDANT TC 13, LLC**

6. **Amounts Due from Property and Lots Owned by Defendant, TC 13.**

There is due and owing to the Plaintiff from TC 13 the following amounts:

- A. As for Unplatted Parcel 00381287:
  - (1) Series 2004 Assessments and O&M Assessments: **\$5,309,935.17.**
- B. As for Unplatted Parcel 01563007:
  - (1) Series 2004 Assessments and O&M Assessments: **\$312,951.05.**
- C. As for the 14 Platted Lots:
  - (1) Series 2004 Assessments and O&M Assessments: **\$109,448.06.**
- C. The total amount due from the unplatted Parcel 00381287, unplatted Parcel 01563007 and the platted 14 lots owned by TC 13 is **\$5,732,334.28.**
- D. The Court has determined from the Plaintiff's Trial Exhibit #5 (Composite Exhibit "A" to Final Judgment of Foreclosure attached

hereto) that the total amount due for each of the 14 platted lots owned by TC 13 is \$7,817.72 per lot.

7. **Lien on Property.** Plaintiff, whose post office address is c/o Clark & Albaugh, LLP, 700 W. Morse Blvd., Suite 101, Winter Park, FL 32789, holds a lien for the total sum specified in Paragraph 6 herein. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the defendants and all persons, corporations, or other entities claiming by, through, or under the defendants or any of them and the property will be sold free and clear of all claims of the defendants. The Plaintiff's lien encumbers the subject property located in Hernando County, Florida and described as (consisting of approximately 238 acres):

**Parcel 1: Unplatted Parcel 00381287**

**A parcel of land lying in and being a part of Sections 9, 10 & 16, Township 23 South, Range 19 East, and being more particularly described as follows:**

**For a Point of Beginning, commence at the Southwest corner of "Cascades At Southern Hills Plantation Phase Two" as recorded in Plat Book 37, Pages 38 through 44, Public Records of Hernando County, Florida: thence along the South boundary of said plat S 89°35'27"E a distance of 196.47 feet; thence N 81°20'06"E a distance of 1364.55 feet; thence N 56°21'10"E a distance of 80.00 feet; thence N 79°59'17"E a distance of 188.88 feet to a point on a curve that is concave to the North, said curve having a radius of 420.00 feet, a delta angle of 48°29'54", a chord distance of 344.99 feet, and a chord bearing of N 75°31'26"E; thence along the arc of said curve a distance of 355.51 feet to a point of tangency; thence N 51°16'29"E a distance of 278.21 feet to the point of curvature of a curve that is concave to the Southeast, said curve having a radius of 180.00 feet, a delta angle of 13°25'45", a chord distance of 42.09 feet, and a chord bearing of N 57°59'22"E; thence along the arc of said curve a distance of 42.19 feet to a point of tangency; thence N 64°42'14"E a distance of 260.83 feet; thence N 80°45'13"E a distance of 52.03 feet; thence N 64°42'14"E a distance of 145.00 feet to the Southeast corner of said "Cascades at Southern Hills Plantation Phase Two", said point lying on the West boundary of "Southern Hills Plantation Phase Two" as recorded in Plat Book 36, Page 40, Public Records of Hernando County, Florida; thence along the West boundary of "Southern Hills Plantation Phase Two" S 25°17'46"E a distance of 141.46 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 1221.85 feet to the Southwest corner of "Southern Hills Plantation Phase Two", said point lying on the Northwesterly right of way of Seaboard Coastline Railroad; thence along said railroad right of way S 52°10'42"W a**

distance of 855.95 feet to a point on the East boundary of the Southeast  $\frac{1}{4}$  of said Section 9; thence along said line S  $00^{\circ}19'09''$ W a distance of 38.32 feet; thence continuing along said railroad right of way S  $52^{\circ}10'33''$ W a distance of 134.72 feet; thence N  $89^{\circ}46'13''$ W a distance of 32.51 feet; thence S  $52^{\circ}12'18''$ W a distance of 1452.72 feet to the intersection of the Northwesterly right of way of said railroad and the Northerly right of way of Powell Road; thence along the Northerly right of way of Powell Road N  $37^{\circ}34'05''$ W a distance of 132.86 feet to the point of curvature of a curve that is concave to the Southwest, said curve having a radius of 785.30 feet, a delta angle of  $18^{\circ}45'12''$ , a chord distance of 255.89 feet, and a chord bearing of N  $47^{\circ}52'08''$ W; thence along the arc of said curve a distance of 257.04 feet to a point of tangency; thence N  $57^{\circ}14'45''$ W a distance of 448.10 feet; thence N  $57^{\circ}12'10''$ W a distance of 551.70 feet to a point of curvature of a curve that is concave to the Southwest, said curve having a radius of 1388.62 feet, a delta angle of  $05^{\circ}18'14''$ , a chord distance of 128.50 feet, and a chord bearing of N  $59^{\circ}52'29''$ W; thence along the arc of said curve a distance of 128.55 feet to a point of compound curvature of a curve that is concave to the South, said curve having a radius of 367.04 feet, a delta angle of  $24^{\circ}52'00''$ , a chord distance of 158.05 feet, and a chord bearing of N  $74^{\circ}57'37''$ W; thence along the arc of said curve a distance of 159.30 feet, said point being at the intersection of the Northerly right of way of Powell road and the East boundary of the Southwest  $\frac{1}{4}$  of said Section 9; thence leaving said right of way of Powell Road along the East boundary of the Southwest  $\frac{1}{4}$  of said Section 9 N  $00^{\circ}22'17''$ E a distance of 1295.85 feet to the Southeast corner of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 9; thence N  $89^{\circ}50'30''$ W a distance of 2660.05 feet to the Southwest corner of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 9; thence along the West boundary of the Southwest  $\frac{1}{4}$  of said Section 9 N  $00^{\circ}26'45''$ W a distance of 984.52 feet; thence leaving said West boundary S  $89^{\circ}52'27''$ E a distance of 1328.03 feet to a point on the West boundary of said "Cascades at Southern Hills Plantation Phase Two"; thence along said West boundary S  $00^{\circ}24'57''$ W a distance of 6.50 feet to the Southwest corner of said "Cascades at Southern Hills Plantation Phase Two" and the Point of Beginning.

**LESS AND EXCEPT:**

That portion of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 16, Township 23 South, Range 19 East, Hernando County, Florida, lying North of present right of way of Powell Road and West of railroad right of way. (Also known as Tax Parcel 382749)

**Parcel 2: Unplatted Parcel 01563077**

11.5 acres more or less in the SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , lying N & W of RR, lying within the following described parcel of land: A parcel of land lying in and being a part of Sections 9, 10 & 16, Township 23 South, Range 19 East, and

being more particularly described as follows: For a point of beginning, commence at the Southwest corner of "Cascades at Southern Hills Plantation Phase Two" as recorded in Plat Book 37, pages 38 through 44, Public Records of Hernando County, Florida: thence along the South boundary of said plat S 89°35'27" E a distance of 196.47 feet; thence N 81°20'06" E a distance of 1364.55 feet; thence N 56°21'10" E a distance of 80.00 feet: thence N 79°59'17" E a distance of 188.88 feet to a point on a curve that is concave to the North, said curve having a radius of 420.00 feet, a delta angle of 48°29'54", a chord distance of 344.99 feet, and a chord bearing of N 75°31'26" E; thence along the arc of said curve a distance of 355.51 feet to a point of tangency; thence N 51°16'29" E a distance of 278.21 feet to the point of curvature of a curve that is concave to the Southeast, said curve having a radius of 180.00 feet, a delta angle of 13°25'45", a chord distance of 42.09 feet, and a chord bearing of N 57°59'22" E; thence along the arc of said curve a distance of 42.19 feet to a point of tangency; thence N 64°42'14" E a distance of 260.83 feet; thence N 80°45'13" E a distance of 52.03 feet; thence N 64°42'14" E a distance of 145.00 feet to the Southeast corner of said "Cascades at Southern Hills Plantation Phase Two", said point lying on the West boundary of "Southern Hills Plantation Phase Two" as recorded in Plat Book 36, page 40, Public Records of Hernando County, Florida; thence along the West boundary of "Southern Hills Plantation Phase Two" S 25°17'46" E a distance of 141.46 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 1221.85 feet to the Southwest corner of "Southern Hills Plantation Phase Two", said point lying on the Northwesterly right of way of Seaboard Coastline Railroad; thence along said railroad right of way S 52°10'42" W a distance of 855.95 feet to a point on the East boundary of the Southeast ¼ of said Section 9; thence along said line S 00°19'09" W a distance of 38.32 feet; thence continuing along said railroad right of way S 52°10'33" W a distance of 134.72 feet; thence N 89°46'13" W a distance of 32.51 feet; thence S 52°12'18" W a distance of 1452.72 feet to the intersection of the Northwesterly right of way of said railroad and the Northerly right of way of Powell Road; thence along the Northerly right of way of Powell Road N 37°34'05" W a distance of 132.86 feet to the point of curvature of a curve that is concave to the Southwest, said curve having a radius of 785.30 feet, a delta angle of 18°45'12", 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 a 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 a point of curvature of a curve that is concave to the Southwest, said curve having a radius of 1388.62 feet, a delta angle of 05°18'14", 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 feet to a point of compound curvature of a curve that is concave to the South, said curve having a radius of 367.04 feet, a delta angle of 24°52'00", a chord distance of 158.05 feet, and a chord bearing of N 74°57'37" W; thence along the arc of said curve a distance of 159.30 feet, said point being at the



intersection of the Northerly right of way of Powell Road and the East boundary of the Southwest ¼ of said section 9; thence leaving said right of way of Powell Road along the East boundary of the Southwest ¼ of said Section 9 N 00°22'17" E a distance of 1295.85 feet to the Southeast corner of the North ½ of the Southwest ¼ of said Section 9; thence N 89°50'30" W a distance of 2660.05 feet to the Southwest corner of the North ½ of the Southwest ¼ of said Section 9; thence along the West boundary of the Southwest ¼ of said Section 9 N 00°26'45" W a distance of 984.52 feet; thence leaving said West boundary S 89°52'27" E a distance of 1328.03 feet to a point on the West boundary of said "Cascades at Southern Hills Plantation Phase Two"; thence along said West boundary S 00°24'57" W a distance of 6.50 feet to the Southwest corner of said "Cascades at Southern Hills Plantation Phase Two" and the point of beginning.

**Parcel 3: (Lots 231-244)**

Lots 231-244, of CASCADES AT SOUTHERN HILLS PLANTATION, PHASE TWO, according to the map or plat thereof as recorded in Plat Book 37, Pages 37 through 44, Public Records of Hernando County, Florida.

8. **Interest.** The total sums referenced in Paragraphs 3 and 6 shall bear interest from this date forward at 6.77%, the prevailing legal rate of interest.

9. The interests of the Defendants in that certain *Declaration of Covenants, Conditions and Restrictions of Southern Hills Plantation* recorded in O.R. Book 3397, Page 1649, in the Public Records of Hernando County, Florida, are extinguished as to the foreclosed property described in Paragraphs 4 and 7 hereof.

10. **Sale of Property.** If the total sums described in Paragraphs 3 and 6 with interest at the rate described in Paragraph 8 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the subject property to the highest bidder for cash at public sale on FEB. 10, 2020, at 11:00 A.M. after having first given notice as required by Section 45.031, Florida Statutes. The foreclosed parcels of real property and individual lots shall be sold individually and separately according to their legal description as identified in this Final Judgment of Foreclosure. At least three (3) days prior to the sale, Plaintiff must pay the costs associated with the Notice of Publication. The party or their attorney shall be responsible for preparing, in accordance with section 45.031(2), Florida Statutes, and submitting the Notice of Sale to a legal publication. The original Notice of Sale and Proof of Publication must be filed with the Clerk of the Circuit Court at least 24 hours prior to the scheduled sale date. **AUCTION AT: HC COURTHOUSE 20 N. MAIN ST ROOM 245 BROOKSVILLE, FL 34601**

11. **Costs.** Plaintiff shall advance all subsequent required costs of this action and shall be reimbursed for them by the Clerk if plaintiff is not the purchaser of the property for sale. If plaintiff is the purchaser, the Clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. *If a third-party bidder is the purchaser, the third-party bidder must pay the*

*documentary stamps attached to the certificate of title in addition to the bid. The purchaser of the property shall be required to pay the electronic sales fee assessed in accordance with section 45.035(3), Florida Statutes. The Clerk will not issue the Certificate of Title if the electronic sales fee is not paid.*

12. **Additional Expenses.** If Plaintiff incurs additional expenses subsequent to the entry of this final judgment but prior to the sale date specified in paragraph 7 herein, Plaintiff may, by written motion served on all parties, seek to amend this final judgment to include said additional expenses which may be recovered only from the proceeds of the sale.

13. **Distribution of Proceeds.** On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the plaintiff's costs; second, documentary stamps affixed to the Certificate, *unless the property is purchased by a third party bidder*; third, plaintiff's attorneys' fees; fourth, the total sum due to the plaintiff, less the items paid, plus interest at the rate prescribed herein from this date to the date of the sale; and by retaining any remaining amount pending further Order of this Court.

14. **Right of Possession/Right of Redemption.** On filing of the Certificate of Title, Defendants and all persons claiming under or against Defendants since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon filing of the certificate of title, the person named in the certificate of title shall be let into possession of the property. On filing of the Certificate of Sale, Defendants' right of redemption as proscribed by Florida Statutes, Section 45.0315 shall be terminated.

15. **Attorneys' Fees.** The Court retains jurisdiction to determine the issue of attorneys' fees.

16. **In Rem Action.** This action is an *in rem* action only and none of the Defendants shall have any personal liability hereunder.

17. **In accordance with Florida Statutes, Section 45.031:**

**IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.**

**IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.**

**IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO**

ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, DON BARBEE, JR., AT 352-754-4201, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

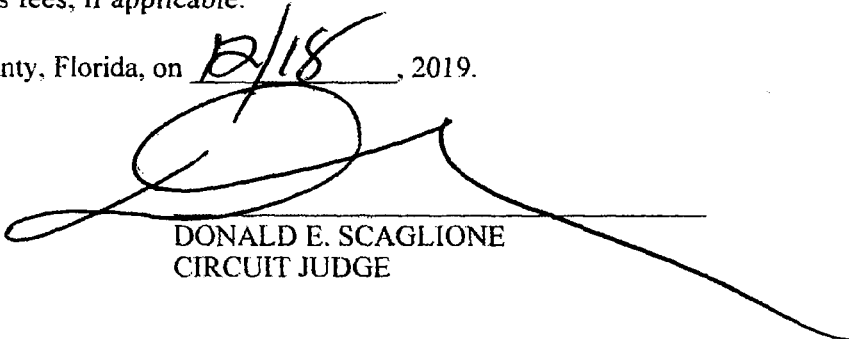
IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION.

IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC. (HERNANDO) FOR HERNANDO COUNTY AT 352-796-7238, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT COMMUNITY LEGAL SERVICES OF MID-FLORIDA, INC. (HERNANDO) FOR HERNANDO COUNTY AT 352-796-7238 FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

18. **Assignment.** The Plaintiff may assign the judgment and credit bid by the filing of an assignment prior to the issuance of the certificate of title without further order of the Court.

19. **Jurisdiction Retained.** The court retains jurisdiction of this action to enter further orders that are proper, including, without limitation, orders authorizing writs of possession and an award of attorney's fees, if applicable.

ORDERED in Hernando County, Florida, on 12/18, 2019.



DONALD E. SCAGLIONE  
CIRCUIT JUDGE

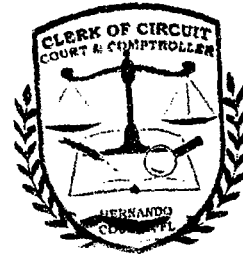
**Copies to:**

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Winter Park, FL 32789  
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Plantation II Community Development  
District*

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*Attorney for Defendant, TC 13, LLC*

William Collins, Esq.  
The Law Office of William Collins, P.A.  
503 E. Jackson Street, #332  
Tampa, Florida 33602  
Email: bill@williamcollinslaw.com  
*Attorney for Defendants, Boomerang SH, LLC and  
Cascades at Southern Hills Residents' Association II, Inc.*

*Elizabeth Markidis*  
Deputy Clerk  
DEC 20 2019



**SUMMARY OF UNPAID SERIES 2004 ASSESSMENTS  
AND O&M ASSESSMENTS CURRENTLY DUE FROM  
DEFENDANTS, BOOMERANG AND TC 13**

**BOOMERANG:**

Unplatted: Parcel 00382749	\$ 606,738.36
Platted: <u>137 Lots</u>	<u>\$1,210,554.86</u>
<b>TOTAL DUE FROM BOOMERANG</b>	<b>\$1,817,293.22</b>

**TC 13:**

Unplatted: Parcel 00381287	\$5,309,935.17
Parcel 01563007	\$ 312,951.05
Platted: <u>14 Lots</u>	<u>\$ 109,448.06</u>
<b>TOTAL DUE FROM TC 13</b>	<b>\$5,732,334.28</b>

**Composite Exhibit "A to  
Final Judgment of Foreclosure**

## SOUTHERN HILLS PLANTATION II CDD

### OFF-ROLL O&M ASSESSMENTS -- PARCEL 00382749<sup>(1)</sup>

FISCAL YEAR 2009-2010	\$5,742.84
Delinquency Penalty Interest -- 114 Months	\$6,546.84
FISCAL YEAR 2010-2011	\$6,460.70
Delinquency Penalty Interest -- 102 Months	\$6,589.91
FISCAL YEAR 2011-2012	\$6,971.00
Delinquency Penalty Interest -- 90 Months	\$6,273.90
FISCAL YEAR 2012-2013	\$6,971.00
Delinquency Penalty Interest -- 78 Months	\$5,437.38
FISCAL YEAR 2013-2014	\$4,912.11
Delinquency Penalty Interest -- 66 Months	\$3,241.99
FISCAL YEAR 2014-2015	\$4,717.56
Delinquency Penalty Interest -- 54 Months	\$2,547.48
FISCAL YEAR 2015-2016	\$4,717.56
Delinquency Penalty Interest -- 42 Months	\$1,981.37
<b>TOTAL:</b>	<b>\$73,111.62</b>

### OFF-ROLL DEBT ASSESSMENTS - PARCEL 00382749<sup>(2)</sup>

Principal	\$190,921.89
<b>TOTAL:</b>	<b>\$190,921.89</b>
Interest Per Diem	\$31.02
Interest through 1/31/2012	\$25,130.09
Interest 2/1/2012 through 9/30/2019	\$86,559.21
<b>TOTAL:</b>	<b>\$111,689.31</b>
Penalty per Month	\$1,909.22
Penalty through 1/31/2012	\$51,548.92
Penalty 2/1/2012 through 9/30/2019	\$179,466.62
<b>TOTAL:</b>	<b>\$231,015.54</b>
<b>GRAND TOTAL<sup>(3)</sup>:</b>	<b>\$606,738.36</b>

The total balance is due and payable on the date provided above. Assessments that are delinquent will continue to accrue penalties and interest at a rate of one percent (1%) per month plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method of Collection provided in Chapter 197, Florida Statutes on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.

**FAILURE TO PAY THIS ASSESSMENT MAY RESULT IN LOSS OF TITLE TO PROPERTY.**

<sup>(1)</sup> INCLUSIVE OF STATUTORY PENALTY AT A RATE OF 1% PER MONTH ACCRUING FROM AND AFTER DELINQUENCY THROUGH 9/30/2016.

<sup>(2)</sup> SEE PAGE 5 OF THE ATTACHED EXHIBIT "A"

<sup>(3)</sup> DUE UPON RECEIPT

## SOUTHERN HILLS PLANTATION II CDD

### OFF-ROLL O&M ASSESSMENTS -- PARCEL 00381287 <sup>(1)</sup>

FISCAL YEAR 2009-2010	\$51,307.75
Delinquency Penalty Interest -- 114 Months	\$58,490.84
FISCAL YEAR 2010-2011	\$57,721.22
Delinquency Penalty Interest -- 102 Months	\$58,875.64
FISCAL YEAR 2011-2012	\$62,280.36
Delinquency Penalty Interest -- 90 Months	\$56,052.32
FISCAL YEAR 2012-2013	\$62,280.36
Delinquency Penalty Interest -- 78 Months	\$48,578.68
FISCAL YEAR 2013-2014	\$43,885.79
Delinquency Penalty Interest -- 66 Months	\$28,964.62
FISCAL YEAR 2014-2015	\$4,717.56
Delinquency Penalty Interest -- 54 Months	\$2,547.48
FISCAL YEAR 2015-2016	\$4,717.56
Delinquency Penalty Interest -- 42 Months	\$1,981.37
<b>TOTAL:</b>	<b>\$542,401.55</b>

### OFF-ROLL DEBT ASSESSMENTS - PARCEL 00381287 <sup>(2)</sup>

Principal	\$1,705,736.39
<b>TOTAL:</b>	<b>\$1,705,736.39</b>
Interest Per Diem	\$277.18
Interest through 1/31/2012	\$224,517.55
Interest 2/1/2012 through 9/30/2019	\$773,338.24
<b>TOTAL:</b>	<b>\$997,855.79</b>
Penalty per Month	\$17,057.37
Penalty through 1/31/2012	\$460,548.92
Penalty 2/1/2012 through 9/30/2019	\$1,603,392.52
<b>TOTAL:</b>	<b>\$2,063,941.44</b>
<b>GRAND TOTAL <sup>(3)</sup>:</b>	<b>\$5,309,935.17</b>

The total balance is due and payable on the date provided above. Assessments that are delinquent will continue to accrue penalties and interest at a rate of one percent (1%) per month plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method of Collection provided in Chapter 197, Florida Statutes on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.

**FAILURE TO PAY THIS ASSESSMENT MAY RESULT IN LOSS OF TITLE TO PROPERTY.**

<sup>(1)</sup> INCLUSIVE OF STATUTORY PENALTY AT A RATE OF 1% PER MONTH ACCRUING FROM AND AFTER DELINQUENCY THROUGH 9/30/2016.

<sup>(2)</sup> SEE PAGE 5 OF THE ATTACHED EXHIBIT "A"

<sup>(3)</sup> DUE UPON RECEIPT

## SOUTHERN HILLS PLANTATION II CDD

### OFF-ROLL O&M ASSESSMENTS -- PARCEL 01563007 <sup>(1)</sup>

FISCAL YEAR 2009-2010	\$2,896.61
Delinquency Penalty Interest -- 114 Months	\$3,302.13
FISCAL YEAR 2010-2011	\$3,258.68
Delinquency Penalty Interest -- 102 Months	\$3,323.86
FISCAL YEAR 2011-2012	\$3,516.07
Delinquency Penalty Interest -- 90 Months	\$3,164.47
FISCAL YEAR 2012-2013	\$3,516.07
Delinquency Penalty Interest -- 78 Months	\$2,742.54
FISCAL YEAR 2013-2014	\$2,477.60
Delinquency Penalty Interest -- 66 Months	\$1,635.21
FISCAL YEAR 2014-2015	\$4,717.56
Delinquency Penalty Interest -- 54 Months	\$2,547.48
FISCAL YEAR 2015-2016	\$4,717.56
Delinquency Penalty Interest -- 42 Months	\$1,981.37
<b>TOTAL:</b>	<b>\$43,797.21</b>

### OFF-ROLL DEBT ASSESSMENTS - PARCEL 01563007 <sup>(2)</sup>

Principal	\$96,298.32
<b>TOTAL:</b>	<b>\$96,298.32</b>
Interest Per Diem	\$15.65
Interest through 1/31/2012	\$12,675.27
Interest 2/1/2012 through 9/30/2019	\$43,659.25
<b>TOTAL:</b>	<b>\$56,334.52</b>
Penalty per Month	\$962.98
Penalty through 1/31/2012	\$26,000.55
Penalty 2/1/2012 through 9/30/2019	\$90,520.44
<b>TOTAL:</b>	<b>\$116,520.99</b>
<b>GRAND TOTAL <sup>(3)</sup>:</b>	<b>\$312,951.05</b>

The total balance is due and payable on the date provided above. Assessments that are delinquent will continue to accrue penalties and interest at a rate of one percent (1%) per month plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method of Collection provided in Chapter 197, Florida Statutes on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.

**FAILURE TO PAY THIS ASSESSMENT MAY RESULT IN LOSS OF TITLE TO PROPERTY.**

<sup>(1)</sup> INCLUSIVE OF STATUTORY PENALTY AT A RATE OF 1% PER MONTH ACCRUING FROM AND AFTER DELINQUENCY THROUGH 9/30/2016.

<sup>(2)</sup> SEE PAGE 5 OF THE ATTACHED EXHIBIT "A"

<sup>(3)</sup> DUE UPON RECEIPT







**IN THE CIRCUIT COURT OF THE 5<sup>TH</sup> JUDICIAL CIRCUIT,  
IN AND FOR HERNANDO COUNTY, FLORIDA  
CIVIL DIVISION**

SOUTHERN HILLS PLANTATION II COM-  
MUNITY DEVELOPMENT DISTRICT, a local  
unit of special purpose government,

Plaintiff,

Case Nos. 2011-CA-000989  
(Consolidated with  
H-27-CA-2017-9)

vs.

CASHP 3, LLC, et al.

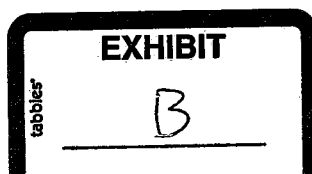
Defendants.

\_\_\_\_\_ /

**ASSIGNMENT OF JUDGMENT AND BID RIGHTS**

**THIS ASSIGNMENT** is made and executed this \_\_\_\_ day of January, 2020,  
by SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT  
DISTRICT, a local unit of special-purpose government established and existing  
pursuant to Chapter 190, *Florida Statutes* (the “Assignor”), to SHP 3, LLC, a Florida  
limited liability company, whose mailing address is: c/o Wesley K. Jones, Esq.,  
Glausier Knight Jones, PLLC, 400 North Ashley Drive, Suite 2020, Tampa, FL  
33602 (the “Assignee”).

Assignor, in consideration of the sum of Ten Dollars (\$10.00) and other good  
and valuable consideration, the receipt and sufficiency of which are hereby  
acknowledged, does hereby grant, bargain, sell, assign, transfer and set over without  
recourse, representation or warranty, unto Assignee all of Assignor’s right, title, and



interest in and to that certain Amended Final Judgment of Foreclosure in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida styled as: *Southern Hills Plantation II Community Development District v. Boomerang SH, LLC, et. al*, Case No. 11-CA-989 (Consolidated with Case No: 17-CA-9) entered on December 18, 2019 and recorded in the O.R. Book 3789, Page 839 of the Public Records of Hernando County, Florida (the “Judgment”), together with the right to bid the amount of the Judgment as credit at any foreclosure sale held pursuant to the Judgment.

**TO HAVE AND TO HOLD** the same unto the Assignee, its successors, and assigns forever.

**IN WITNESS WHEREOF**, the Assignor has executed this instrument this \_\_\_\_ day of January, 2020.

**SOUTHERN HILLS  
PLANTATION II COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Devon Rushnell  
Chairman

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of January, 2020, by Devon Rushnell, as Chairman of Southern Hills Plantation II Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, who is personally known to me, who did not take an oath under the laws of the State of Florida, who executed the foregoing instrument and acknowledges the execution thereof to be the free act and deed as such officer, for the uses and purposes therein mentioned, and that he affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My Commission Expires

[The remainder of this page has been left blank intentionally.]

**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on January \_\_\_\_, 2020, the foregoing was filed electronically using the Florida Courts E-filing Portal, which will serve a true and correct copy pursuant to FLA.R.JUD.ADMIN. 2.516(b) by electronic mail to:

Edward W. Collins, Esq.            bill@williamcollinslaw.com

Wesley K. Jones, Esq.            wjones@glausierknight.com  
Charles Evans Glausier, Esq    cglausier@glausierknight.com  
   ygonzalez@glausierknight.com

**CLARK & ALBAUGH, LLP**  
700 W. Morse Boulevard, Suite 101  
Winter Park, Florida 32789  
T. (407) 647-7600 / F. (407) 647-7622  
Primary: malbaugh@winterparklawyers.com  
Secondary: service@winterparklawyers.com  
Attorneys for Plaintiff CDD

/s/ Scott D. Clark  
Scott D. Clark, Esq. (FBN 295752)  
Mitchell E. Albaugh, Esq. (FBN 297925)

**TRI-PARTY AGREEMENT**

**THIS AGREEMENT** is made and entered into this 30<sup>th</sup> day of January, 2020, by and between:

**Southern Hills Plantation II Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Hernando County, Florida, with a mailing address of: Meritus Corp., 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 (the “District”);

**U.S. Bank National Association**, a banking corporation (the “Trustee”), pursuant to the Master Trust Indenture dated December 1, 2004 between the District and the Trustee (the “Master Indenture”), as amended and supplemented by that certain First Supplemental Trust Indenture dated December 1, 2004 between the District and the Trustee (the “First Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), securing the District’s Series 2004 Special Assessment Bonds; and

**SHP 3, LLC**, a Florida limited liability company, with a mailing address of: c/o 514 N Franklin Street Suite 106, Tampa, Fl 33602 (the “Company,” together with the District and Trustee, the “Parties”).

**RECITALS**

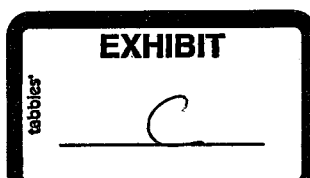
**WHEREAS**, the District is a local unit of special-purpose government established by the Ordinance No. 676 of the City Council of the City of Brooksville, Florida (the “City”) pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”); pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), and is validly existing under the Constitution and laws of the State of Florida;

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including, but not limited to, surface water management systems, water and sewer systems, roadways, landscaping and other infrastructure;

**WHEREAS**, the District adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities within and without the boundaries of the District, as described in the Amended and Restated Engineer’s Cost Report.

**WHEREAS**, on December 23, 2004, pursuant to §§ 190.012 and 190.22, and Chapter 170, *Florida Statutes*, the Board adopted Resolution 2005-12, which levied special assessments on the Property to pay for the costs of certain master infrastructure improvements benefitting the Property, made by or on behalf of the District (the “Improvements”).

**WHEREAS**, payment of the Series 2004 Bond to the Bondholders (as defined below) is



secured by special assessments levied against the Property by the District (the “2004 Assessments”);

**WHEREAS**, in reliance on the 2004 Assessments, on or about December 20, 2004, pursuant to § 190.016, *Florida Statutes*, the District issued, sold, and delivered to Prager, Sealy & Co., LLC, its Capital Improvement Revenue Bonds, Series 2004 in the amount of \$3,610,000 (the “Series 2004 Bond” or the “Bonds”) for the purpose of financing the Improvements;

**WHEREAS**, the Series 2004 Bond was issued pursuant to that certain Master Trust Indenture, dated as of December 1, 2004 (the “Master Indenture”), as supplemented by that certain First Supplemental Trust Indenture, dated as of December 1, 2004 (the “First Supplemental Indenture” and, together with the Master Indenture, the “Indenture”);

**WHEREAS**, to the extent that landowners within the District fail to pay all or a portion of the 2004 Assessments allocated to their respective lands and such assessments are not collected and enforced pursuant to the Uniform Method of Collection provided for in Chapter 197, *Florida Statutes*, the District is required by the Indenture and the Act to take certain remedial actions, including foreclosure of the lien on the property securing the Assessments (the “Property”), and as such may obtain fee title to the Property by way of foreclosure;

**WHEREAS**, the District and the Trustee recognize that Events of Default have occurred under the Indenture have occurred and continue to exist under the Indenture by virtue of the failure of the District to pay principal and interest with respect to the Bonds. This is noted in that Notice of Event of Default dated as of May 9, 2011 (specifically, Section 902(a) of the Master Indenture). The occurrence of an Event of Default under the Indenture creates certain remedial rights and remedies in favor of the Trustee to access funds held by the Trustee pursuant to the Indenture (such funds hereinafter, the “Trust Estate”) for any lawful purpose necessary to enforce and protect the rights of the owners of the Bonds (the “Bondholders”). Under Article IX of the Indenture, a requisite percentage of the Bondholders may direct the Trustee with regard to such rights and remedies;

**WHEREAS**, upon the occurrence of an Event of Default under the Indenture, any entities or individuals collectively constituting or representing the holders of a majority in aggregate principal amount of the Bonds (the “Majority Owners”) have certain rights to direct remedial proceedings and to request the District to undertake or refrain from undertaking remedial actions, to which the District may have a right as the assessing entity;

**WHEREAS**, 100% of the Bonds are presently held by one owner;

**WHEREAS**, at the time the Bonds were issued, Levitt and Sons of Hernando County, LLC (the “Original Developer”) owned and was responsible for developing the land within the District. The Original Developer and its successors failed to pay the 2004 Assessments due on certain platted lot and unplatted parcels within Phases 2, 3-A, 3-B and 4 of the District, as described herein as **Exhibit A** (the “Delinquent Property”);

**WHEREAS**, a portion of the 2004 Assessments levied on the Delinquent Property which



secure the Series 2004 Bond have been and continue to be delinquent;

**WHEREAS**, upon the direction and consent of the Majority Owners, the District filed suits seeking foreclosure of its lien for Assessments in Case No.: 2011-CA-989, Consolidated with Case No: 17-CA-9, in the Circuit Court for the Fifth Judicial Circuit in and for Hernando County, Florida (collectively the “Foreclosure Action”);

**WHEREAS**, on December 18, 2019, the Court in the Foreclosure Action entered an Amended Final Judgment of Foreclosure and scheduled a foreclosure sale of the Delinquent Property to take place on February 6, 2020;

**WHEREAS**, as a natural extension of the remedial provisions of the Indenture, the Trustee may, upon direction by the owners of the Bonds and the District, create or cause to be created a Special Purpose Entity, SHP 3, LLC (the “Company”) to credit bid at the Foreclosure Action, and if the Company is the successful bidder at such sale, solely to own, manage and maintain property subject to delinquent 2004 Assessments in order to ensure an orderly and efficient disposition of such property to satisfy or remediate any Assessment delinquencies and, furthermore, upon such transfer, and during the pendency of ownership by the Company, any remedial actions relating to such delinquent Assessments on the property owned by the Company shall be suspended by the District;

**WHEREAS**, the District, the Company and the Trustee, acting on behalf of the Bondholders, acknowledge and agree that it is in their respective and collective best interests for the Company to own, maintain, sell and/or dispose of the Delinquent Property for the benefit of the Bondholders, and one hundred percent (100%) of the Bondholders have directed the District to form or cause to be formed the Company as a special purpose entity.

**WHEREAS**, the Parties acknowledge and agree that fee title inuring to the Company shall occur as a result of the prior owners’ failure to pay the 2004 Assessments allocated to the Delinquent Property and pledged for the payment of principal and interest on the Bonds as a part of the Trust Estate;

**WHEREAS**, the Bondholders have advanced a total of \$116,528.20 on behalf of the District to pay for the District’s Operation and Maintenance expenditures (the “Bondholder’s O & M Advances”); and

**WHEREAS**, in consideration of the Bondholder’s O & M Advances, the District agrees to waive its right to collect any O & M assessments, interest, penalties, attorney’s fees, costs and all other amounts that have accrued against the Delinquent Property up through the conveyance to the Company. As such, the Company will take title to the Delinquent Property with a zero balance of assessments owed to the District;

**WHEREAS**, the Parties agree that the District will, prospectively, continue to directly collect and bill Operation and Maintenance Expenditures (“O&M Expenditures”) attributable to the Delinquent Property from the Company subject to the terms of this Agreement; and

**WHEREAS**, the District, the Company, and the Trustee, on behalf of the Bondholders, acknowledge that the actions of the District and its Board members are protected under the doctrine of sovereign immunity, only subject to the limited waiver of liability found in Section 768.28, *Florida Statutes*, and other law;

**WHEREAS**, the Parties further acknowledge that the District's intent and obligation to indemnify and legally defend Board members acting appropriately within the scope of their authority remains in full force and effect;

**WHEREAS**, the Parties desire that the Board members individually, and any person or entity acting with delegated authority from the Board, be further released from any and all liability or claim arising out of their performance of their duties pursuant to this Agreement and consistent with the provisions of Section 5 of this Agreement;

**WHEREAS**, the Majority Owners have reviewed this Agreement and have consented to its terms and execution by the Trustee; and

**WHEREAS**, the Parties desire to enter into this Agreement concerning the Delinquent Property and warrant that they have the right, power and authority to enter into and be bound by this Agreement.

**Now, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. INCORPORATION OF RECITALS AND EXHIBITS; DEFINED TERMS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement. Each Exhibit is incorporated herein and made a part of this Agreement. Capitalized terms used and not defined herein shall have the respective meanings set forth in the Indenture.

**2. SCOPE OF SERVICES.** Subject to the terms and conditions set forth in this Agreement, the District shall credit bid at the Foreclosure Action, and, if the Company is the successful bidder at such sale, with the Trustee's consent, the District appoints and authorizes the Company to own, maintain, sell and/or dispose of the Delinquent Property for the benefit of the Bondholders and Trust Estate. Subject to the approval and direction of the Majority Owners, the Company may undertake the following: (i) administer, control and manage the Delinquent Property; (ii) negotiate, administer, control, manage or otherwise deal with vendors for and/or purchasers of the Delinquent Property; (iii) give or refuse to give any consents, approvals or waivers in connection with the Delinquent Property; (iv) enforce or refrain from enforcing any matters relating to the Delinquent Property; (v) make decisions in connection with the day-to-day administration of the Delinquent Property; (vi) renew development permits; (vii) with the consent of the Trustee, consummate and close any sale for all or a portion of the Delinquent Property and distribute proceeds from the sale in accordance with Section 3(a) of this Agreement; and (viii) exercise all such powers as are incidental to any of the foregoing matters; provided, however, that any of the powers of the Company as described above are subject at all times to approval and

direction of the Trustee, upon consent of the Majority Owners.

Subject to representations, warranties and agreements contained herein, the Company shall exercise the same degree of care, skill, prudence, diligence, and professional judgment in administering the Delinquent Property as is the customary and usual practice of management companies, which administer and manage property for their own portfolios and on behalf of others and all such action taken by the Company shall be consistent with Florida law. The Company shall do so in the manner which the Company shall deem appropriate and to the extent contemplated by and substantially in accordance with the direction provided by the Majority Owners and consented to by the Trustee. The Company shall have no authority other than as set forth herein. The Company shall otherwise have no liability or responsibility to the District or Trustee except as otherwise provided herein and in the Articles of Organization and Operating Agreement of the Company.

**3. GENERAL PROVISIONS APPLICABLE TO THE COMPANY.** The Parties acknowledge that the sole source of funds necessary to operate the Company and own, operate, and maintain the Delinquent Property are the amounts on deposit in the funds and accounts comprising the Trust Estate (the "Trust Funds") and revenues from the sale of all or a portion of the Delinquent Property, unless otherwise agreed to in writing. The Parties acknowledge that the District forever waives its right to collect unpaid O&M Assessments and any other amounts attributed to the Delinquent Property against the Company. The District shall not impose annual maintenance assessments or any other amounts on the Delinquent Property, but will collect the share of District's agreed upon expenditures that are allocable to the Delinquent Property ("Delinquent Property Share") by a Funding Agreement that has been pre-approved by the Company. The Funding Agreement will provide that the Delinquent Property Share will be billed to the Company on a quarterly basis ("Funding Request"), and the Company shall pay or cause the Trustee to pay the Delinquent Property Share within fifteen (15) days of receipt of the Funding Request. Accordingly, the Trustee shall have complete control of the Trust Funds, and to the extent that access to such Funds does not conform to the terms of the Indenture, the Bondholders have directed, for so long as they own 100% of the Bonds, that the Trustee have complete control of the Trust Funds notwithstanding any provision to the contrary in the Indenture, and the Parties hereto consent to such direction. To obtain Trust Funds from the Trust Estate, the Company shall transmit funding requests, in the form of a requisition, to the Trustee (with a copy to the Bondholders) and the Trustee shall consider, approve and transmit funds to the Company within fifteen (15) business days unless circumstances require payment in a shorter period of time. In the event the Trustee denies the requisition for funds, the Trustee shall provide written notice to the Company of the Trustee's determination, along with a detailed, written description of the basis for denial, within fifteen (15) business days. No payment shall be made by the Trustee without the approval of the Majority Owners.

**(a)** *Distribution of Proceeds of the Sale of All or a Portion of the Delinquent Property:* Whenever, and to the extent, the Company receives cash from the sale of all or a portion of the Delinquent Property, provided that, as long as the Bondholders own 100% of the Bonds, the Bondholders have agreed to direct the Trustee to distribute 100% of the sale proceeds to the Company, less any amounts owed to the District by the Company as of the date of the sale. Upon such time that the Bondholders no longer own 100% of the Bonds, the Trustee shall then apply all such monies pursuant to the Indenture

or pursuant to direction of a requisite percentage of Bondholders if applicable. Any distributions or payments made by the Trustee may be made net of the Trustee's fees and expenses that have been approved by the Company. Notwithstanding anything to the contrary herein, the Trustee shall not be required to make any distribution or payment to the extent it would cause the aggregate trust estate balance to be less than \$50,000, unless otherwise agreed to by the Trustee and the Bondholders.

(b) *Requests for Approval.* Recognizing the District's limitations in providing direction without a duly noticed meeting of the Board of Supervisors, if the Company requests the consent, approval or concurrent action of the District and/or Trustee, such party(ies) shall respond and either approve or disapprove definitively in writing to the Company within thirty (30) business days after written request from the Company, unless circumstances dictate a need for an earlier response which shall be so stated in the request.

(c) *Budgets of the Company.* The Company shall annually, not later than fifteen (15) days prior to the commencement of each fiscal year, adopt an annual budget for operations and maintenance activities, including fees and expenses of legal counsel, accountants, and other agents retained by the Company. A draft of each annual budget shall be furnished by the Company to the Trustee and to each Bondholder requesting a copy of the same, not later than sixty (60) days prior to the commencement of the new fiscal year. A copy of each adopted budget shall be provided upon adoption to the Trustee and to each Bondholder requesting a copy of same. The Company acknowledges that, in holding the Delinquent Property, it is serving for the benefit of the Trustee and the Bondholders and will act in a commercially reasonable manner so as to minimize the operating expenses of the Company so as to maximize the recovery to Bondholders from the Delinquent Property. Nothing herein should be construed to abrogate the statutory budgetary responsibilities of the District pursuant to Section 190.008, F.S. Contemporaneous with the execution of this Agreement, the Trustee will provide the District with \$5,000 to be deposited into the Company's operating account to pay for fees and expenses of the Company, including insurance coverage, and other anticipated "start-up" costs. Thereafter, the District should include along with its Funding Requests for operation and maintenance expenses attributed to the Delinquent Property, a Company Funding Request to pay for fees and expenses of the Company in accordance with Company's fiscal year budget as provided in this section.

(d) *Company May Act Through Agents; Answerable Only for Gross Negligence, Willful Misconduct or Violation of Law.* The Company may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers, employees, and shall be entitled to advice of Counsel concerning all questions hereunder. Neither the Company nor its managing member, shall be answerable for the exercise of discretion or power pursuant to this Agreement nor for anything whatever in connection with the contractual relationships hereunder, except only for its own gross negligence, willful misconduct or violation of law or this Agreement. The Company shall act solely in accordance with this Agreement, and its operating agreement which shall be in substantially the form attached hereto as **Exhibit B**. This paragraph shall in no way be construed to relieve the Company of its normal and usual obligations of a reasonably prudent entity performing similar duties.

(e) *Compensation.* From funds available in the Trust Estate, subject to the Trustees lien on the Trust Estate for its own fees and expenses that have been approved by the Bondholders, and in its sole discretion regarding the availability of such funds, the Company shall be entitled to receive reasonable compensation for its services hereunder, and also reimbursement for all its reasonable expenses and disbursements.

(f) *Reliance by Parties.* Each party hereto may act on any resolution, notice, telegram, facsimile transmission, request, consent, waiver, certificate, statement, affidavit or other paper or document or telephone message (provided such message shall be preserved in writing by the Company) which it in good faith believes to be genuine and to have been passed, signed or given by the persons purported to be authorized (which in the case of the District shall be the Chair or Vice-Chair). No party shall be under any duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

(g) *Insurance.* The Company shall, prior to the receipt of fee title to the Delinquent Property, file with the District and Trustee proof of insurance including, but not necessarily limited to, errors and omissions, property, casualty, and liability insurance. All such policies of insurance shall be issued by an insurance company and with coverage satisfactory to the District and the Trustee and shall name the District, the Trustee, and the Manager as additional insured parties under the policy. All insurance required by this paragraph shall remain in full force and effect for the entire term of this Agreement.

(h) *Tax (TRIM) or Other Notices.* As fee title holder of the Delinquent Property, the Company shall be the owner of record for purposes of real estate taxes and other notices concerning the Delinquent Property (“Property Costs”). Upon receipt of a notice or knowledge of a material matter relating to the Delinquent Property including, but not limited to, a tax or assessment notice or notice of violation of applicable law or code, the Company shall, within forty-eight (48) hours – excluding weekends and holidays and unless the substance of the notice would dictate a shorter period of time – transmit copies of the notice to the persons identified in Section 13 hereof.

(i) *Books and Records; Right of Entry.* The Company shall maintain accurate books and records with respect to the Delinquent Property and the costs and expenses related thereto in the same manner as customarily maintained for similar land holding entities. The Company will make such books and records available for inspection by a designated representative of the Trustee and District at such times and intervals as each party may reasonably request, all upon such reasonable prior notice to the Company. The Company shall also permit the District and the Trustee and their authorized employees, agents, or representatives to enter upon the Delinquent Property to inspect the Delinquent Property (and perform services, as appropriate) and will cooperate with the District and its respective representatives and contractors to enable them to perform their functions hereunder. It is expressly agreed that any inspection made pursuant to this section by the District, the Trustee, or their representatives, shall be made solely and exclusively for the protection and benefit of each of them and neither the Company nor any third party shall be entitled to claim any loss or damage against the District or the Trustee, or their employees, agents or representatives, for failure to properly discharge any duties of the

District or the Trustee, and they shall have no duty to make such inspections. The parties agree that such records may be public records under Florida law and agree to comply with all provision of Florida law regarding such records.

(j) *Appointment of Proxy for Landowners' Elections.* The Company hereby designates and appoints the Trustee as its proxy, agent and attorney in fact, with power of substitution, so that Trustee or its designee is entitled to vote in its discretion all votes that the Company would be entitled to vote on all matters whether or not known or determined at the time of solicitation of this proxy, which may legally come before any meeting of the landowners of the District held and conducted pursuant to Section 190.006, *Florida Statutes*. The Company shall consent to join in any additional instrument required to be submitted to the District to reflect the voting rights of the Trustee or its designee pursuant to this appointment of proxy, agent and attorney in fact. The Company and Trustee agree that the appointment of Trustee as Company's proxy, agent and attorney in fact pursuant to this provision is limited solely to the power to vote as the Company would be legally entitled to at a meeting of the District's landowners held and conducted pursuant to Section 190.006, *Florida Statutes*.

#### 4. OTHER CONDITIONS AND ACKNOWLEDGMENTS.

(a) The Parties agree and acknowledge that the exact location, size, configuration and composition of the Delinquent Property may change from time-to-time depending on the sale of parcels/lots by the Company to third parties. The initial land anticipated to constitute the Delinquent Property is attached hereto as **Exhibit A**. As any other lands subject to the liens of the District are foreclosed, it is the intent of the parties that said lands, if acquired by the Company, shall be within the scope of this Agreement and subject to the terms and conditions herein.

(b) The District has incurred certain expenses for attorneys' fees and litigation costs associated with the Foreclosure Action and for other general work performed by District Counsel, Clark & Albaugh, LLP. These costs would ordinarily have been paid by the District. The Trustee agrees to submit payment to Clark & Albaugh, LLP to pay for the District's outstanding attorneys' fees in the amount of \$66,176.48. The Parties agree that said payment shall cover all of the District's obligations to Clark & Albaugh, LLP's for attorney's fees and costs accrued through January 1, 2020. The Trustee agrees to pay the \$66,176.48 on or before the date that Company acquires title to the Delinquent Property.

(c) Notwithstanding anything to the contrary contained in this Agreement, the performance by the Company of its obligations hereunder with respect to any portion of the Delinquent Property is expressly subject to, dependent and conditioned upon (i) receipt of a warranty deed(s) or other deed, in a form satisfactory to the Parties, or a Clerk's Certificate of Title, conveying title to such portion of the Delinquent Property; (ii) receipt of environmental, ownership and encumbrance and/or other reports or documentation deemed necessary and satisfactory to the Company and the Trustee, if any (iii) the initial and continued handing from the District pursuant to the terms herein; and (iv) no material changes adversely affecting the Delinquent Property or any portion thereof, environmental or otherwise, that may result in an increase in risk to the Company and/or its Sole Member and/or its Manager, as determined in the

Company's sole reasonable discretion.

(d) Nothing contained herein shall alter or amend the rights and responsibilities of the District and the Trustee under the Trust Indenture. The Indenture is hereby affirmed and continues to constitute a valid and binding agreement between those two Parties. Without limiting the generality of the foregoing, the District acknowledges that nothing contained herein shall be deemed to waive any present or future Event of Default under the Indenture, nor shall any provision hereof be construed as a waiver or limitation on any other right, remedy, entitlement or claim by the Trustee under the Trust Indenture or under any agreement, document, writing or instrument executed in connection therewith.

(e) All references in this Agreement to the Trustee agreeing with or agreement to, consenting to or consent to, acknowledging or acknowledgment of or any like action by the Trustee, with regard to anything herein, shall refer to the Trustee as being directed to agree, consent, acknowledge or take like action, including but not limited to funding of the expenses of the Company pursuant to Section 3 hereof, pursuant to direction and suitable indemnification from the Majority Owners (or 100% of Holders of the Bonds for actions requiring such percentage pursuant to the Indenture). The Trustee shall not be required to take any action pursuant to this Agreement if the same would, in the judgment of the Trustee, subject the Trustee to liability or impose any cost or expense on the Trustee or would conflict with any agreement, law, rule or regulation affecting the Trustee, including, without limitation, any conflict with the Indenture.

**5. RELEASE OF BOARD MEMBERS AND DELEGATED PERSONS.** The Trustee, the Company, and the District recognize that there are times when the District's Board of Supervisors ("Board") may delegate authority to a person or persons to make decisions on behalf of the District and/or the Company ("Delegated Person"). The ability to delegate these decisions is crucial to the operations of the District, the Company and the Trustee with regard to the management of the Company, the Delinquent Property and the other activities contemplated by the Parties in this Agreement. In consideration of the foregoing, the Trustee, the Company, and the District hereby release all Board members (past, present and future), and any Delegated Person, from any and all liability or claims associated with or arising out of decisions made by a Board member or Delegated Person acting on behalf of the District or the Company. This release is intended to be as broad as possible; however, a Board Member or an individual Delegated Person is not released from claims or liability associated with or arising out of actions or omissions of that individual Delegated Person or Board Member which are outside the scope of his or her authority or which constitute gross negligence, bad faith, malicious purpose, intentional infliction of harm, willful misconduct, which were done in a manner that exhibits wanton or willful disregard of human rights, safety or property, or which are otherwise in contravention of Florida Law.

**6. WARRANTIES AND REPRESENTATIONS OF THE COMPANY.** The Company represents and warrants (which representations and warranties shall be deemed continuing) to the District and Trustee as follows:

(a) *Organization Status; Authority.* The Company is duly organized and is active as a limited liability company, as applicable, under the laws of the State of Florida, and has the full power and authority to enter into this Agreement and consummate the transactions

contemplated hereby.

(b) *Compliance with Laws.* All ownership, operations, and activities of the Company, if any, heretofore performed on the Delinquent Property have been performed in accordance with the terms of this Agreement; the Company shall obtain, and continuously maintain, to the extent necessary, all licenses, permits and approvals required by all local, state and federal agencies regulating such maintenance, sale and use and such licenses, permits and approvals shall remain in good standing; and the Company is and shall remain in compliance with all laws, regulations, ordinances and orders of all governmental authorities.

(c) *No Breach of Agreements.* The consummation of the transactions hereby contemplated and the performance of the obligations of the Company under and by virtue of this Agreement will not result in any breach of, or constitute a default under, any lease, bank loan or credit agreement, or other instrument to which Company is a party or by which it may be bound or affected.

(d) *Pending Litigation.* There are no actions, suits or proceedings pending against the Company, or, circumstances which could lead to such actions, suits or proceedings against or affecting the Company, or involving the validity or enforceability of this Agreement, before or by any governmental authority; and the Company is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority.

(e) *Contracts.* Company has not made any contract or arrangement of any kind the performance of which by the other party thereto would give rise to a lien on the Property, except for the contracts previously disclosed to the District and the Trustee.

(f) *Hazardous Waste.* Company shall act in compliance, in all material respects, with all provisions of the federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation and Liability (“Superfund”) Act of 1980 and Solid Waste Disposal Act, Florida Statutes, Chapter 376, and other similar federal, state and local statutory schemes imposing liability on Company relating to the generation, storage, impoundment, disposal, discharge, treatment, release, seepage, emission, transportation or destruction of any sewage, garbage, effluent, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), toxic, hazardous or radioactive materials, petroleum products, pesticides, smoke, dust, or any other form of pollution as such laws are in effect as of the date of this Agreement and with any rules, regulations and orders issued by any federal, state or local governmental body, agency or authority thereunder and with any orders or judgments of any courts of competent jurisdiction with respect thereto, and no assessment, notice of (primary or secondary) liability or notice of financial responsibility, or the amount thereof, or to impose civil penalties has been received by Company.

(g) *Payments of Taxes and Redemption of Tax Certificates.* Provided it has sufficient funding pursuant to Section 3, the Company has and will assure that all federal, state and local tax returns, if any, that are required to be filed relating to the Company or the Delinquent



Property are filed timely and that Company has paid or caused to be paid all taxes as shown on such returns or any ad valorem taxes, dues or assessments, which are related to the Delinquent Property, excluding any debt service special assessments imposed by the District, until such time as the Delinquent Property is sold or otherwise transferred to a third party, to the extent that such taxes or returns have or are about to become due. The Company shall also provide for the redemption of any outstanding tax certificates on the Delinquent Property prior to tax deed sale; subject, however, to receipt of sufficient funding pursuant to Section 3. Alternatively, the Bondholders and/or the Trustee may provide for redemption of tax certificates in their discretion prior to tax deed sale.

**7. CONVEYANCE TO THE DISTRICT; DISSOLUTION OF COMPANY.** The Company agrees to own, maintain, sell and/or dispose of the Delinquent Property for the benefit of and on behalf of, the Bondholders and the Trust Estate. In the event that those conditions are not met (e.g. funds are no longer available in the Trust Estate and another funding source has not been secured) or changes affecting the Delinquent Property, environmental or otherwise, may reasonably result in an increase in risk to the Company and/or its Managing Member, the Company, as determined necessary in its sole discretion, may convey, and the District may accept, the Delinquent Property for ownership and maintenance. Any conveyance of the Delinquent Property to the District shall be subject to the preservation or satisfaction of any other District liens that may otherwise be extinguished as a result of the District's ownership of the Delinquent Property. Immediately upon conveying the Delinquent Property to the District, or as otherwise mutually agreed upon by the Parties, the Company shall dissolve. Upon dissolution, all records shall be transferred to the District for maintenance and storage.

**8. TERM.** This Agreement shall be terminated only upon the mutual written agreement of the Parties hereto or upon permitted dissolution of the Company as set forth herein.

**9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by any party to this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The non-defaulting parties shall be solely responsible for enforcing their respective rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

**10. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties.

**11. ENFORCEMENT OF AGREEMENT.** In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the defaulting party all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

this instrument.

**13. NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notice” or “Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

If to the District: Southern Hills Plantation II Community  
Development District  
2005 Pan Am Circle, Suite 300  
Tampa, FL 33607  
Attn: District Manager

With a copy to: Scott D. Clark, Esq.  
Clark & Albaugh, LLP  
700 W. Morse Boulevard, Suite 101  
Winter Park, Florida 32789

If to the Trustee: Kathy Broecker  
U.S. Bank National Association  
225 E. Robinson Street, Suite 250  
Orlando, FL 32801

With a copy to: Warren S. Bloom, Esq.  
Greenberg Traurig P A  
450 S Orange Ave Ste 650  
Orlando, FL 32801-3311

If to the Company: SHP 3, LLC  
514 N Franklin Street Suite 106  
Tampa, FL 33602

With a copy to: Wesley K. Jones, Esq.  
Glausier Knight Jones, PLLC  
400 North Ashley Drive, Suite 2020  
Tampa, FL 33602

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each party may deliver Notice on behalf of the respective party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

**14. NOTIFICATION TO THE DISTRICT AND TRUSTEE.** The Company shall promptly notify the District and the Trustee of any of the following which may come to the attention of the Company with respect to the Agreement:

(a) Any failure of the Company to perform any material covenant or obligation, applicable to it, under this Agreement.

(b) Abandonment of the Delinquent Property.

(c) Any lack of repair or deterioration or waste suffered or committed in respect to the Delinquent Property.

(d) Any non-payment of invoices concerning the Delinquent Property or for taxes or insurance.

(e) Any other matter which would adversely or materially affect or result in the diminution of value of the Delinquent Property.

**15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully by and between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties and the Bondholders and no right or cause of action shall accrue upon or by reason of, to or for the benefit of any third party not a formal party to this Agreement (with the exception of the Bondholders). Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties and Bondholders any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties, the Bondholders and their respective representatives, successors, and assigns.

**17. ASSIGNMENT.** None of the Parties may assign this Agreement or any monies to become due hereunder without the prior written approval of the others, which approval shall not be unreasonably withheld.

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

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

**20. PUBLIC RECORDS.** The Parties understand and agree that all documents of any kind provided to the District or the Company in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

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

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

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

*[signatures begin on next page]*

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

**Attest:**

**SOUTHERN HILLS PLANTATION II  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attest:**

**U.S. BANK NATIONAL ASSOCIATION,  
as Trustee**

\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attest:**

**SHP 3, LLC,  
a Florida limited liability company**

\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibits**

**Exhibit A** - Legal Description of the Delinquent Property

**Exhibit B** - Form of Company Operating Agreement

## **Exhibit "A"**

### **JUDGMENT AS TO DEFENDANT BOOMERANG SH, LLC**

#### **Parcel 1: Unplatted Parcel 00382749 (Powell Road Property)**

That portion of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 16, Township 23 South, Range 19 East, Hernando County, Florida, lying North of present right of way of Powell Road and West of railroad right-of-way. (also known as tax parcel 382749).

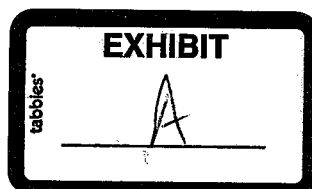
Parcel 2: Lots 198-230, 245-280, 283-299, 301-310, 314-321, 323-327, 346-350, and 355-377, of CASCADES AT SOUTHERN HILLS PLANTATION, PHASE TWO, according to the map or plat thereof as recorded in Plat Book 37, Pages 38 through 44, Public Records of Hernando County, Florida.

### **JUDGMENT AS TO DEFENDANT TC 13, LLC**

#### **Parcel 1: Unplatted Parcel 00381287**

A parcel of land lying in and being a part of Sections 9, 10 & 16, Township 23 South, Range 19 East, and being more particularly described as follows:

For a Point of Beginning, commence at the Southwest corner of "Cascades At Southern Hills Plantation Phase Two" as recorded in Plat Book 37, Pages 38 through 44, Public Records of Hernando County, Florida: thence along the South boundary of said plat S  $89^{\circ}35'27''$ E a distance of 196.47 feet; thence N  $81^{\circ}20'06''$ E a distance of 1364.55 feet; thence N  $56^{\circ}21'10''$ E a distance of 80.00 feet: thence N  $79^{\circ}59'17''$ E a distance of 188.88 feet to a point on a curve that is concave to the North, said curve having a radius of 420.00 feet, a delta angle of  $48^{\circ}29'54''$ , a chord distance of 344.99 feet, and a chord bearing of N  $75^{\circ}31'26''$ E; thence along the arc of said curve a distance of 355.51 feet to a point of tangency; thence N  $51^{\circ}16'29''$ E a distance of 278.21 feet to the point of curvature of a curve that is concave to the Southeast, said curve having a radius of 180.00 feet, a delta angle of  $13^{\circ}25'45''$ , a chord distance of 42.09 feet, and a chord bearing of N  $57^{\circ}59'22''$ E; thence along the arc of said curve a distance of 42.19 feet to a point of tangency; thence N  $64^{\circ}42'14''$ E a distance of 260.83 feet; thence N  $80^{\circ}45'13''$ E a distance of 52.03 feet; thence N  $64^{\circ}42'14''$ E a distance



of 145.00 feet to the Southeast corner of said "Cascades at Southern Hills Plantation Phase Two", said point lying on the West boundary of "Southern Hills Plantation Phase Two" as recorded in Plat Book 36, Page 40, Public Records of Hernando County, Florida; thence along the West boundary of "Southern Hills Plantation Phase Two" S 25°17'46"E a distance of 141.46 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 1221.85 feet to the Southwest corner of "Southern Hills Plantation Phase Two", said point lying on the Northwesterly right of way of Seaboard Coastline Railroad; thence along said railroad right of way S 52°10'42"W a distance of 855.95 feet to a point on the East boundary of the Southeast ¼ of said Section 9; thence along said line S 00°19'09"W a distance of 38.32 feet; thence continuing along said railroad right of way S 52°10'33"W a distance of 134.72 feet; thence N 89°46'13"W a distance of 32.51 feet; thence S 52°12'18"W a distance of 1452.72 feet to the intersection of the Northwesterly right of way of said railroad and the Northerly right of way of Powell Road; thence along the Northerly right of way of Powell Road N 37°34'05"W a distance of 132.86 feet to the point of curvature of a curve that is concave to the Southwest, said curve having a radius of 785.30 feet, a delta angle of 18°45'12", 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 a 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 a point of curvature of a curve that is concave to the Southwest, said curve having a radius of 1388.62 feet, a delta angle of 05°18'14", 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 feet to a point of compound curvature of a curve that is concave to the South, said curve having a radius of 367.04 feet, a delta angle of 24°52'00", a chord distance of 158.05 feet, and a chord bearing of N 74°57'37"W; thence along the arc of said curve a distance of 159.30 feet, said point being at the intersection of the Northerly right of way of Powell road and the East boundary of the Southwest ¼ of said Section 9; thence leaving said right of way of Powell Road along the East boundary of the Southwest ¼ of said Section 9 N 00°22'17"E a distance of 1295.85 feet to the Southeast corner of the North ½ of the Southwest ¼ of said Section 9; thence N 89°50'30"W a distance of 2660.05 feet to the Southwest corner of the North ½ of the Southwest ¼ of said Section 9; thence along the West boundary of the Southwest ¼ of said Section 9 N 00°26'45"W a distance of 984.52 feet; thence leaving said West boundary S 89°52'27"E a distance of 1328.03 feet to a point on the West boundary of said "Cascades at Southern Hills Plantation Phase Two"; thence along said West boundary S 00°24'57"W

a distance of 6.50 feet to the Southwest corner of said "Cascades at Southern Hills Plantation Phase Two" and the Point of Beginning.

**LESS AND EXCEPT:**

That portion of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 16, Township 23 South, Range 19 East, Hernando County, Florida, lying North of present right of way of Powell Road and West of railroad right of way. (Also know as Tax Parcel 382749)

**Parcel 2: Unplatted Parcel 01563077**

11.5 acres more or less in the SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ , lying N & W of RR, lying within the following described parcel of land: A parcel of land lying in and being a part of Sections 9, 10 & 16, Township 23 South, Range 19 East, and being more particularly described as follows: For a point of beginning, commence at the Southwest corner of "Cascades at Southern Hills Plantation Phase Two" as recorded in Plat Book 37, pages 38 through 44, Public Records of Hernando County, Florida: thence along the South boundary of said plat S  $89^{\circ}35'27''$  E a distance of 196.47 feet; thence N  $81^{\circ}20'06''$  E a distance of 1364.55 feet; thence N  $56^{\circ}21'10''$  E a distance of 80.00 feet; thence N  $79^{\circ}59'17''$  E a distance of 188.88 feet to a point on a curve that is concave to the North, said curve having a radius of 420.00 feet, a delta angle of  $48^{\circ}29'54''$ , a chord distance of 344.99 feet, and a chord bearing of N  $75^{\circ}31'26''$  E; thence along the arc of said curve a distance of 355.51 feet to a point of tangency; thence N  $51^{\circ}16'29''$  E a distance of 278.21 feet to the point of curvature of a curve that is concave to the Southeast, said curve having a radius of 180.00 feet, a delta angle of  $13^{\circ}25'45''$ , a chord distance of 42.09 feet, and a chord bearing of N  $57^{\circ}59'22''$  E; thence along the arc of said curve a distance of 42.19 feet to a point of tangency; thence N  $64^{\circ}42'14''$  E a distance of 260.83 feet; thence N  $80^{\circ}45'13''$  E a distance of 52.03 feet; thence N  $64^{\circ}42'14''$  E a distance of 145.00 feet to the Southeast corner of said "Cascades at Southern Hills Plantation Phase Two", said point lying on the West boundary of "Southern Hills Plantation Phase Two" as recorded in Plat Book 36, page 40, Public Records of Hernando County, Florida; thence along the West boundary of "Southern Hills Plantation Phase Two" S  $25^{\circ}17'46''$  E a distance of 141.46 feet; thence S  $03^{\circ}48'51''$  E a distance of 991.52 feet; thence S  $69^{\circ}56'33''$  E a distance of 1013.97 feet; thence S  $39^{\circ}12'36''$  E a distance of 1221.85 feet to the Southwest corner of "Southern Hills Plantation Phase Two", said point lying on the Northwesterly right of way



of Seaboard Coastline Railroad; thence along said railroad right of way S 52°10'42" W a distance of 855.95 feet to a point on the East boundary of the Southeast ¼ of said Section 9; thence along said line S 00°19'09" W a distance of 38.32 feet; thence continuing along said railroad right of way S 52°10'33" W a distance of 134.72 feet; thence N 89°46'13" W a distance of 32.51 feet; thence S 52°12'18" W a distance of 1452.72 feet to the intersection of the Northwesterly right of way of said railroad and the Northerly right of way of Powell Road; thence along the Northerly right of way of Powell Road N 37°34'05" W a distance of 132.86 feet to the point of curvature of a curve that is concave to the Southwest, said curve having a radius of 785.30 feet, a delta angle of 18°45'12", 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 a 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 a point of curvature of a curve that is concave to the Southwest, said curve having a radius of 1388.62 feet, a delta angle of 05°18'14", 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 feet to a point of compound curvature of a curve that is concave to the South, said curve having a radius of 367.04 feet, a delta angle of 24°52'00", a chord distance of 158.05 feet, and a chord bearing of N 74°57'37" W; thence along the arc of said curve a distance of 159.30 feet, said point being at the intersection of the Northerly right of way of Powell Road and the East boundary of the Southwest ¼ of said section 9; thence leaving said right of way of Powell Road along the East boundary of the Southwest ¼ of said Section 9 N 00°22'17" E a distance of 1295.85 feet to the Southeast corner of the North ½ of the Southwest ¼ of said Section 9; thence N 89°50'30" W a distance of 2660.05 feet to the Southwest corner of the North ½ of the Southwest ¼ of said Section 9; thence along the West boundary of the Southwest ¼ of said Section 9 N 00°26'45" W a distance of 984.52 feet; thence leaving said West boundary S 89°52'27" E a distance of 1328.03 feet to a point on the West boundary of said "Cascades at Southern Hills Plantation Phase Two"; thence along said West boundary S 00°24'57" W a distance of 6.50 feet to the Southwest corner of said "Cascades at Southern Hills Plantation Phase Two" and the point of beginning.

Parcel 3: (Lots 231-244)

Lots 231-244, of CASCADES AT SOUTHERN HILLS PLANTATION, PHASE TWO, according to the map or plat thereof as recorded in Plat Book 37, Pages 37 through 44, Public Records of Hernando County, Florida.

**OPERATING AGREEMENT**  
**of**  
**SHP 3, LLC,**  
**a Florida limited liability company**

**This Operating Agreement** is made effective as of the \_\_\_ day of \_\_\_\_\_, 2020, by and between Southern Hills Plantation II Development District, a local unit of special purpose government of the State of Florida created under Chapter 190 of the Florida Statutes, as “Member” of **SHP 3, LLC**, a Florida limited liability company (the “Company”), and the Company.

**INTRODUCTION**

This Operating Agreement governs the relationship between the Company and its members pursuant to the Florida Limited Liability Company Act (the “Act”).

In consideration of their mutual promises, covenants, and agreements, the parties hereto agree as follows:

**DEFINITIONS**

For purposes of this Operating Agreement, and unless the context clearly otherwise indicates, the following terms shall have the following meanings:

“Act” – the Florida Limited Liability Company Act as set forth in Chapter 608, *Florida Statutes*, and as amended from time to time.

“Agreement” – this Operating Agreement.

“Code” – the Internal Revenue Code of 1986, as amended.

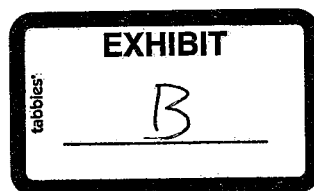
“Company” – SHP 3, LLC, a Florida limited liability company.

“District” – Southern Hills Plantation II Community Development District.

“Manager” – Matt Pallardy, as the Manager and any other person or persons who may subsequently be designated as a Manager of this Company pursuant to the terms of this Agreement and the Tri-Party Agreement.

“Member” – Southern Hills Plantation II Community Development District, as the sole initial Member of the Company, and any other person or persons who may subsequently be designated as a Member of this Company pursuant to the terms of this Agreement and the Tri-Party Agreement.

“Membership Interest” – the rights of a Member in distributions and allocations of profits, losses, gains, deductions and credits.



“Membership Rights” – the rights of a Member, which are comprised of: (1) the Membership Interest, and (2) the right to vote and to otherwise participate in the management and governance of the Company.

“Persons” – individuals, partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and any other type of entity.

“Property” – the property described at Exhibit A to the Tri-Party Agreement, as subsequently modified pursuant to Section 4(a) of that agreement.

“Tri-Party Agreement” – the agreement dated [\_\_\_\_\_, 2020] and made among the Trustee, , the Company, and the Member..

"Trustee" – U.S. Bank National Association, as indenture trustee in respect of those certain \$3,610,000 in aggregate principal amount Southern Hills Plantation II Community Development District Series 2004 Special Assessment Bonds

Any term not defined herein shall have the meaning ascribed to such term in the Tri-Party Agreement.

## ARTICLE I

### FORMATION

*1.1 Organization.* The Member acknowledges the formation of the Company as a Florida limited liability company pursuant to the provisions of the Act.

*1.2 Agreement.* For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Member and the Company hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Member and the Company that the Agreement be the agreement of the parties, and that any interpretation of the Agreement be undertaken consistent with the intent and terms of the Tri-Party Agreement. Except to the extent a provision of this Agreement is prohibited or ineffective under the Act, the Agreement shall govern, even when inconsistent with, or different from, the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, the Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act.

*1.3 Name.* The name of the Company is SHP 3, LLC, a Florida limited liability company, and all Company business shall be conducted under that name.

*1.4 Principal Place of Business.* The Company may locate its principal place of business and registered office at any place or places as the Member may from time to time deem advisable. The initial principal place of business shall be 514 N. Franklin Street, Suite 106, Tampa, FL 33602.

1.5 *Registered Agent.* The registered agent for the Company is and his or her address is as follows: Wesley K. Jones, Esq., Glausier Knight Jones, PLLC, 400 North Ashley Drive, Suite 2020, Tampa, FL 33602.

The Member may, from time to time, change the registered agent or the registered office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address as the case may be.

1.6 *Term.* The Company shall continue until it is dissolved in accordance with the provisions of this Agreement.

1.7 *Permitted Business.* The business of the Company shall be:

(a) To credit bid at the Foreclosure Action as such term is defined in the Tri-Party Agreement, and if the Company is the successful bidder at such sale, to subsequently own, maintain, encumber, sell and/or dispose of the Property that is the subject of the Tri-Party Agreement as permitted by the terms of the Tri-Party Agreement. Such authority may include, but not be limited to, the following: (i) administer, control and manage the Property; (ii) negotiate, administer, control, manage or otherwise deal with vendors for and/or purchasers of the Property; (iii) give or refuse to give any consents, approvals or waivers in connection with the Property; (iv) enforce or refrain from enforcing any matters relating to the Property; (v) make decisions in connection with the day-to-day administration of the Property; (vi) consummate and close any sale or lease for all or a portion of the Property and distribute proceeds from the sale in accordance with Section 3(b) of the of the Tri-Party Agreement; and (vii) to exercise all such powers as are incidental to any of the foregoing matters.

The Company's ability to credit bid at the Foreclosure Action is expressly contingent upon the Company receiving an instrument from the District assigning the District's right to credit bid at the Foreclosure Action to the Company. In addition, the Company agrees to credit bid at the Foreclosure Action in accordance with instructions, if any, it shall receive from the Trustee and its counsel.

(b) The Company shall have no authority to conduct business other than as set forth in this Section.

## ARTICLE II

### CONTRIBUTIONS

2.1 *Initial Contributions.* The initial capital contributions to the Company of the Member shall be made concurrently with the Member's execution and delivery of this Agreement. The Member's initial capital contribution is **\$100.00**. The Member shall not be required to make additional capital contributions.

2.2 *Loans.* In the event the capital needs of the Company exceed the capital contributions provided by section 2.1, the Member may, but shall not be required to, loan additional monies to the Company in amounts and on terms and conditions to be agreed upon by the Company and the Member. The Company may also have access to amounts on deposit in the funds and accounts held by the Trustee pursuant to the Indenture in accordance with the terms of the Tri-Party Agreement.

### ARTICLE III

#### PROFIT AND LOSS

The percentages of Membership Interest of the Member shall be one hundred percent (100%).

### ARTICLE IV

#### DISTRIBUTIONS

4.1 *Distributions.* Distributions shall be made at the times and in the aggregate amounts as determined by the Member and consistent with the terms of the Tri-Party Agreement. Notwithstanding any provision to the contrary contained in this Agreement, the Company will not be required to make any distribution to any Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law.

4.2 *Limitations on Distributions.* No distribution shall be declared or paid unless, after the distribution is made, the Company's assets exceed the Company's liabilities. Liabilities to the Member on account of his Membership Interest shall not be a Company liability for purposes of this section.

### ARTICLE V

#### RIGHTS AND DUTIES OF MEMBERS

5.1 *Management Rights.* The Company shall be managed by the Manager. The Manager is the Company's agent and shall have authority to take all actions, consistent with the Permitted Business of the Company as authorized by Section 1.7, including entering contracts, and acquiring, encumbering, and transferring property, on the Company's behalf and such actions shall bind the Company.

5.2 *Liability of Members and Manager.* Neither the Member nor the Manager shall be liable as such for the Company's liabilities, debts or obligations. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any of the Members.

5.3 *Indemnification.* The Company shall indemnify the Member and Manager for all costs, losses, liabilities and damages paid by the Member or Manager in connection with the Company's business, to the fullest extent provided or allowed by Florida law.

5.4 *Standards.* The standards and duties of loyalty and care of the Member and Manager shall be as set forth in the Tri-Party Agreement, subject to the requirements of the Act.

## ARTICLE VI

### BANKING

All revenues of the Company shall be deposited regularly in the Company savings and checking accounts at such financial institutions as shall be selected by the Member.

## ARTICLE VII

### ACCOUNTING AND RECORDS

7.1 *Records.* The Company shall maintain at its principal place of business or such other place as the Member may choose, the following:

- (a) a current list of the full names and last-known business, residence, or mailing addresses of the Members, both past and present;
- (b) a copy of the Articles of Organization and any other documents filed with the Department of State concerning the Company, including any powers of attorney pursuant to which any articles of organization or certificates were executed;
- (c) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years;
- (d) copies of any currently effective written operating agreements and any financial statements of the Company for the three (3) most recent years;
- (e) minutes of any Member meetings;
- (f) unless contained in this Agreement or any amendment thereto or in a writing permitted or required under the Act, a statement prepared and certified as accurate by the Member which describes:
- (g) the amount of cash and a description and statement of the agreed value of the other property or services contributed by each member and which each member has agreed to contribute in the future;
- (h) the times at which or events on the happening of which any additional contributions agreed to be made by each member are to be made;

- (i) any records required to be maintained pursuant to the Tri-Party Agreement; and
- (j) any written consents obtained from members pursuant to the Act.

## **ARTICLE VIII**

### **MEMBERSHIP INTEREST AND MEMBERSHIP RIGHTS OF A LEGAL ENTITY**

If a member is a corporation, limited liability company, trust, or other entity and is dissolved or terminated, the powers of that member may be exercised by its legal representative or successor.

## **ARTICLE IX**

### **TRANSFER OF MEMBERSHIP INTEREST**

The Member may sell, hypothecate, pledge, assign or otherwise voluntarily transfer any part or all of his Membership Interest or Membership Rights in the Company to any other person, subject to the terms of the Tri-Party Agreement. In the event the Member transfers his entire Membership Interest, the transferee(s) shall become a member without any further action, unless the Member and the transferee agree otherwise.

## **ARTICLE X**

### **WITHDRAWAL OF MEMBER**

The Member has the power to withdraw from the Company at any time, subject to the terms of the Tri-Party Agreement.

## **ARTICLE XI**

### **DISSOLUTION AND TERMINATION**

*11.1 Events of Dissolution.* The Company shall dissolve upon the occurrence of any of the following events:

- (a) When the period fixed for the Company's duration expires pursuant to Section 4 of the Tri-Party Agreement;
- (b) By the Member's written statement of dissolution, subject to the terms of the Tri-Party Agreement; or
- (c) By the entry of a decree of judicial dissolution pursuant to the Act.

*11.2 Effect of Filing of Dissolving Statement.* As soon as possible following the occurrence of any of the events specified in this section which effect the dissolution of the Company, an appropriate representative of the Company shall execute and file a

statement of intent to dissolve in such form as shall be prescribed by the Florida Secretary of State. Upon the filing with the Florida Secretary of State of a statement of intent to dissolve, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until articles of dissolution have been filed with the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

*11.3 Winding Up, Liquidation and Distribution of Assets.*

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Member shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Members shall (i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent they may determine to receive any assets in kind), (ii) discharge all liabilities of the Company (other than liabilities to the Member), including all costs relating to the dissolution, winding up, and liquidation and distribution of assets, (iii) establish such reserves as reasonably may be necessary to provide for contingent liabilities of the Company, (iv) discharge any liabilities of the Company to the Member other than on account of his interest in Company capital or profits, and (v) distribute the remaining assets as provided in the Tri-Party Agreement:

(c) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(d) The Member shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

*11.4 Articles of Dissolution.* When all debts, liabilities and obligations have been paid and discharged or adequate provision has been made therefor and all of the remaining property and assets have been distributed to the Member, articles of dissolution shall be executed in duplicate and verified by the person signing the articles, which articles shall set forth the information required by the Act.

*11.5 Filing of Articles of Dissolution.*

(a) The articles of dissolution shall be delivered to the Florida Secretary of State.

(b) Upon the filing of the articles of dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Member shall thereafter be a trustee for creditors of the Company and as such shall have authority to distribute any



Company property discovered after dissolution, convey real estate, and take such other action as may be necessary on behalf of and in the name of the Company.

*11.6 Responsibility.* Upon dissolution, the Member shall look solely to the assets of the Company for the return of his Capital Contribution. The winding up of the affairs of the Company and the distribution of its assets shall be conducted by the Member who is hereby authorized to take all actions necessary to accomplish such distribution, including, without limitation, selling any Company assets he deems necessary or appropriate to sell.

## ARTICLE XII

### GOVERNING LAW

It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights, duties, obligations and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the State of Florida and the Tri-Party Agreement.

## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

*13.1 Inurement.* This Agreement shall be binding upon, and inure to the benefit of, all parties hereto, their personal and legal representatives, guardians, successors, and assigns to the extent, but only to the extent, that assignment is provided for in accordance with, and permitted by, the provisions of this Agreement and the Tri-Party Agreement.

*13.2 No Limit on Personal Activities.* Nothing herein contained shall be construed to limit in any manner the Member or his respective agents, servants, and employees, in carrying out his separate businesses or activities.

*13.3 Headings.* Throughout this Agreement, the headings herein are inserted only as a matter of convenience and reference, and in no way define or describe the scope of the Agreement or the intent of any provisions thereof.

*13.4 Severability.* Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. In the event there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the Member or the Company have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, article, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid, or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

*13.5 Membership Interest.* The Member hereby covenants, acknowledges and agrees that the Membership Interest in the Company shall for all purposes be deemed personalty

and shall not be deemed realty or any interest in the assets or property owned by the Company.

**CERTIFICATE**

**In witness whereof**, the parties have hereunto set their hands and acknowledged this Agreement and do hereby certify that the foregoing Agreement constitutes the Operating Agreement of SHP 3, LLC, a Florida limited liability company, adopted by the Member of the Company and the Company effective as of [\_\_\_\_\_, **2020**].

**Member:** [            ]

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**SHP 3, LLC,**  
a Florida limited liability company

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Manager

# SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

August 9, 2019 Regular Meeting and Public Hearings

## Minutes of the Regular Meeting and Public Hearings

The Regular Meeting and Public Hearings of the Board of Supervisors for Southern Hills Plantation II Community Development District was held on **Friday, August 9, 2019 at 10:30 a.m.** at the Southern Hills Temporary Clubhouse, located at 19751 Fort King Run, Brooksville, FL 34601.

### 1. CALL TO ORDER/ROLL CALL

Eric Davidson called the Regular Meeting and Public Hearings of the Board of Supervisors of the Southern Hills Plantation II Community Development District to order on **Friday, August 9, 2019 at 10:30 a.m.**

Board Members Present and Constituting a Quorum:

Matt Pallardy	Vice Chair
Jon Franz	Supervisor
Cheryl Bernal	Supervisor

Staff Members Present:

Brian Lamb	Meritus
Eric Davidson	Meritus
Joe Calamari	District Engineer
Scott Clark	District Counsel

Wesley Jones	Developer Counsel	<i>via conference call</i>
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There were no members of the general public in attendance.

### 2. AUDIENCE QUESTIONS AND COMMENTS ON AGENDA ITEMS

There were no public comments on agenda items.

### 3. RECESS TO PUBLIC HEARING

Mr. Davidson directed the Board to recess to the public hearing.

**4. PUBLIC HEARING ON ADOPTING PROPOSED FISCAL YEAR 2020 BUDGET**  
**A. Open Public Hearing on Proposed Fiscal Year 2020 Budget**

MOTION TO:	Open the public hearing.
MADE BY:	Supervisor Pallardy
SECONDED BY:	Supervisor Franz
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion passed unanimously

**B. Staff Presentations**

Mr. Lamb went over the budget and assessments with the Board. There was a question about taxes and doing a funding agreement. Mr. Lamb answered, and the Board discussed.

**C. Public Comments**

There were no public comments.

**D. Consideration of Resolution 2019-05; Adopting Fiscal Year 2020 Budget**

The Board reviewed and discussed the resolution.

MOTION TO:	Approve the form of Resolution 2019-05 subsequent to adding language to include a collection agreement for those landowners of the three parcels associated with three gross acreage folios indicated on page 15 of the budget, and those three folios will be collected off-roll, subsequent to the funding agreement, and also including all of the lots that are in default in Phase II.
MADE BY:	Supervisor Franz
SECONDED BY:	Supervisor Pallardy
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion passed unanimously

**E. Close Public Hearing on Proposed Fiscal Year 2020 Budget**

The Public Hearing was closed.

**5. PUBLIC HEARING ON LEVYING O&M ASSESSMENTS**

**A. Open Public Hearing on Levying O&M Assessments**

The Public Hearing was opened.

**B. Staff Presentations**

Mr. Lamb went over the resolution with the Board. Mr. Lamb noted that the assessment roll will be modified to remove the collection of those assessments on the tax roll as stated in the previous motion, and it will be completed through notice and working with Counsel on the agreement.

**C. Public Comments**

There were no public comments.

**D. Consideration of Resolution 2019-06; Levying O&M Assessments**

The Board reviewed the resolution.

<b>MOTION TO:</b>	Approve Resolution 2019-06 with the items as indicated.
<b>MADE BY:</b>	Supervisor Pallardy
<b>SECONDED BY:</b>	Supervisor Franz
<b>DISCUSSION:</b>	None further
<b>RESULT:</b>	Called to Vote: Motion PASSED 3/0 - Motion passed unanimously

**E. Close Public Hearing on Levying O&M Assessments**

The Public Hearing was closed.

**6. RETURN TO REGULAR MEETING**

Mr. Lamb directed the Board to return to the regular meeting.

## 7. BUSINESS ITEMS

### A. Consideration of Resolution 2019-07; Setting Fiscal Year 2020 Meeting Schedule

The Board reviewed the resolution and meeting schedule. They decided to do a monthly meeting schedule on the second Friday of every month.

MOTION TO:	Approve Resolution 2019-07 as modified.
MADE BY:	Supervisor Franz
SECONDED BY:	Supervisor Pallardy
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

### B. Consideration of Resolution 2019-08; Re-Designating Officers

Mr. Lamb went over the resolution with the Board. The Board discussed and wanted to keep the officer positions as is.

MOTION TO:	Approve Resolution 2019-08.
MADE BY:	Supervisor Pallardy
SECONDED BY:	Supervisor Franz
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

### C. Acceptance of Financial Report for Fiscal Year Ended September 30, 2018

The Board reviewed the Audit.

MOTION TO:	Accept the Financial Report for Fiscal Year Ended September 30, 2018 as stated.
MADE BY:	Supervisor Franz
SECONDED BY:	Supervisor Pallardy
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

### D. General Matters of the District

**8. CONSENT AGENDA**

- A. Consideration of Minutes of the Board of Supervisors Regular Meeting May 10, 2019**
- B. Consideration of Operations and Maintenance Expenditures April 2019**
- C. Consideration of Operations and Maintenance Expenditures May 2019**
- D. Consideration of Operations and Maintenance Expenditures June 2019**
- E. Review of Financial Statements Month Ending June 30, 2019**

The Board reviewed the Consent Agenda items and noted that any invoices for CDD I need to be removed from the O&Ms.

<b>MOTION TO:</b>	Approve the Consent Agenda with removing the invoices as received by CDD I.
<b>MADE BY:</b>	Supervisor Pallardy
<b>SECONDED BY:</b>	Supervisor Franz
<b>DISCUSSION:</b>	None Further
<b>RESULT:</b>	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

**9. VENDOR/STAFF REPORTS**

**A. District Counsel**

Mr. Clark went over that he sent a letter to CDD I to repudiate the Interlocal Agreement. There has not been a response from the CDD I. Mr. Clark also updated the Board on the foreclosure proceedings.

**B. District Engineer**

Mr. Calamari provided an engineering update.

**C. District Manager**

Mr. Lamb, Mr. Clark, and the Board discussed setting a meeting before the trial date. Mr. Clark requested that the Board be able to meet in executive session under the litigation exemption of the Sunshine Law on September 20, 2019 at 1:00 p.m. If for any reason it becomes unnecessary to meet, the meeting will be cancelled. Counsel will prepare notice and organize a court reporter.

MOTION TO:	Authorize staff to proceed with necessary requirements as stated by Counsel to organize the meeting.
MADE BY:	Supervisor Franz
SECONDED BY:	Supervisor Pallardy
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

## 10. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

There were no supervisor requests or audience comments.

## 11. ADJOURNMENT

MOTION TO:	Adjourn.
MADE BY:	Supervisor Pallardy
SECONDED BY:	Supervisor Franz
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously



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

*\*An audio recording is available upon request.*

*\*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:**

- Chairman**
- Vice Chairman**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

**Title:**

- Secretary**
- Assistant Secretary**



*Recorded by Records Administrator*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

# SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

September 20, 2019 Regular Meeting and Shade Meeting

## Minutes of the Regular Meeting and Shade Meeting

The Regular Meeting and Shade Meeting of the Board of Supervisors for Southern Hills Plantation II Community Development District was held on **Friday, September 20, 2019 at 1:00 p.m.** at the Southern Hills Temporary Clubhouse, located at 19751 Fort King Run, Brooksville, FL 34601.

### 1. CALL TO ORDER/ROLL CALL

Eric Davidson called the Regular Meeting and Shade Meeting of the Board of Supervisors of the Southern Hills Plantation II Community Development District to order on **Friday, September 20, 2019 at 1:00 p.m.**

Board Members Present and Constituting a Quorum:

Devon Rushnell	Chair
Matt Pallardy	Vice Chair
Jon Franz	Supervisor
Cheryl Bernal	Supervisor

Staff Members Present:

Brian Lamb	Meritus
Joe Calamari	District Engineer
Scott Clark	District Counsel

There were no members of the general public in attendance.

Mr. Lamb stated that the names of those present have been provided to the court, and there was notice advertised that today there is a shade meeting on the agenda.

### 2. AUDIENCE QUESTIONS AND COMMENTS ON AGENDA ITEMS

There were no public comments on agenda items.

### 3. ADJOURNMENT TO ATTORNEY-CLIENT SESSION NOTIED UNDER FLA. STAT. SEC. 286.011 (8)

Mr. Clark noted for the record that it was 1:04 p.m. and the Board would be adjourning to the Shade Meeting, which would consist of Mr. Clark, all of the Board of Supervisors present, and Mr. Lamb. Everyone else would need to leave the room.

*Mr. Calamari left the meeting.*

The recorder was turned off, and the Shade Meeting was conducted.

- 4. RECONVENE TO REGULAR MEETING**
- 5. DISCUSSION REGARDING PENDING LITIGATION**
- 6. BUSINESS ITEMS**
  - A. General Matters of the District**
- 7. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 8. ADJOURNMENT**

The meeting was adjourned.

DRAFT

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

*\*An audio recording is available upon request.*

*\*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:**

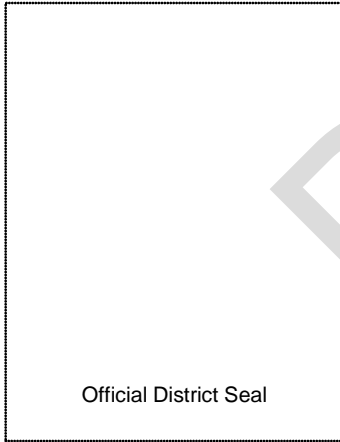
- Chairman**
- Vice Chairman**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

**Title:**

- Secretary**
- Assistant Secretary**



*Recorded by Records Administrator*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## Southern Hills II Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
<b>Monthly Contract</b>				
Meritus Districts	9180	\$ 1,000.00		Management Services - July
<b>Monthly Contract Sub-Total</b>		<b>\$ 1,000.00</b>		
<b>Variable Contract</b>				
Clark & Albaugh, LLP	16592	\$ 1,854.00		Professional Services - thru 06/19/19
Clark & Albaugh, LLP	16593	10,185.77	<b>\$ 12,039.77</b>	Professional Services - thru 06/28/19
<b>Variable Contract Sub-Total</b>		<b>\$ 12,039.77</b>		
<b>Utilities</b>				
<b>Utilities Sub-Total</b>		<b>\$ 0.00</b>		
<b>Regular Services</b>				
<b>Regular Services Sub-Total</b>		<b>\$ 0.00</b>		
<b>Additional Services</b>				
Hernando County Tax Collector	HCTC062819	\$ 28.05		Overpayment Refund - 06/28/19
<b>Additional Services Sub-Total</b>		<b>\$ 28.05</b>		
<b>TOTAL:</b>		<b>\$ 13,067.82</b>		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

**Southern Hills II Community Development District  
Summary of Operations and Maintenance Invoices**

<b>Vendor</b>	<b>Invoice/Account Number</b>	<b>Amount</b>	<b>Vendor Total</b>	<b>Comments/Description</b>
---------------	-----------------------------------	---------------	-------------------------	-----------------------------

Chairman  Vice Chairman  Assistant Secretary

**Meritus Districts**

2005 Pan Am Circle  
 Suite 300  
 Tampa, FL 33607

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


**INVOICE**

Invoice Number: 9180  
 Invoice Date: Jul 1, 2019  
 Page: 1

<b>Bill To:</b>
Southern Hills Plantation II 2005 Pan Am Circle Suite 300 Tampa, FL 33607

<b>Ship to:</b>

Customer ID	Customer PO	Payment Terms	
Southern Hills Plant		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		7/2/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - July		1,000.00
				

REVIEWED thomas 6/25/2019

Subtotal	1,000.00
Sales Tax	
Total Invoice Amount	1,000.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,000.00</b>

**Clark & Albaugh, LLP**  
 700 W. Morse Blvd., Suite 101  
 Winter Park, Florida 32789

Phone: (407) 647-7600

Fax: (407) 647-7622

Southern Hills Plantation II CDD  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

July 2, 2019

**Attention:** Brian Howell, District Manager

File # 7716-001  
 Inv #: 16592

**RE:** General Matters

5140  
 3160

BS7

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jun-12-19	review of draft letter and legal authorities regarding interlocal agreement; office conference	1.80	513.00	SDC
	Reviewing research as to Inter-Local Agreement; Drafting letter to District 1 CDD regarding repudiation of agreement.	3.50	945.00	MEA
Jun-18-19	preparation of audit response letter and related correspondence	1.00	285.00	SDC
Jun-19-19	review of budget ad and related correspondence	0.20	57.00	SDC
	Reviewing notice of budge hearing; Office conference with SDC regarding same.	0.20	54.00	MEA
	<b>Totals</b>	6.70	\$1,854.00	
	<b>Total Fee &amp; Disbursements</b>			<b>\$1,854.00</b>
	Previous Balance			3,163.50
	<b>Balance Now Due</b>			<b>\$5,017.50</b>

REVIEWED dthomas 7/16/2019

Received  
 JUL 05 2019  
 72



**Clark & Albaugh, LLP**  
 700 W. Morse Blvd., Suite 101  
 Winter Park, Florida 32789

Phone: (407) 647-7600

Fax: (407) 647-7622

Southern Hills Plantation II CDD  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

July 2, 2019

**Attention:** Brian Howell, District Manager

**RE:** v. CASHP 3, LLC, et al.  
 Case No. 2011-CA-989

File # 7716-002  
 Inv #: 16593

*STYW 2  
 3/10/19*

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jun-03-19	Receiving and reviewing Court's Order reserving ruling on PL's motion for sanctions for Boomerang's failure to comply with Court Order; Office conference with SDC regarding inconsistencies in same; Receiving and reviewing Mediator's Report; Email correspondence from Clerk confirming acceptance of PL's Reply regarding motion for sanctions for Boomerang's failure to appear at its own deposition.	0.50	135.00	MEA
Jun-04-19	Receiving and reviewing DEF TC 13's Request for Copies; Office conference with SDC regarding same; Drafting and efile (in 2 cases) Notice of Furnishing Copies; Email correspondence from Clerk confirming receipt of Notices; Email correspondence from Clerk forwarding filed copies of Notices; Office conference with staff regarding preparation of documents to be furnished; Email correspondence to/from attorney Jones regarding same.	0.90	243.00	MEA
	Receiving and reviewing DEFs Boomerang and Cascades 2's Response to PL's motion for sanctions due to failure to comply with court order; Office conference with SDC regarding	0.40	108.00	MEA

REVIEWED dt Thomas 7/16/2019

	same; Receiving and reviewing attorney Sampson's email correspondence to Court regarding same;			
Jun-05-19	review of court orders; correspondence regarding discovery issues and entity representative	0.70	199.50	SDC
	Receiving and reviewing Order denying as moot PL's second motion for order determining matters to be admitted.	0.10	27.00	MEA
Jun-06-19	Email correspondence from Clerk confirming acceptance of Notice of furnishing copies to TC 13.	0.10	27.00	MEA
Jun-07-19	office conference regarding MSJ	0.40	114.00	SDC
	Recommence work on PL's motion for summary judgment.	0.50	135.00	MEA
Jun-10-19	review of MSJ documents	0.80	228.00	SDC
	Updating PL's motion for summary judgment and affidavits of District Manager and District Engineer in support of same.	4.60	1,242.00	MEA
Jun-11-19	review of discovery notices and production request	0.50	142.50	SDC
	Receiving and reviewing DEF Boomerang's Notice of taking depositions of Franz and Pallardy; Office conference with SDC regarding same; Office conference with SDC regarding scheduling of District's corporate rep deposition.	0.30	81.00	MEA
Jun-19-19	conferences regarding discovery status and documents and motions	0.70	199.50	SDC
Jun-20-19	various correspondence regarding evidence required for MSJ; review of affidavit	0.40	114.00	SDC
	Preparing affidavit and associated documents for presentation to Cliff Manuel of Coastal Engineering (the District Engineer) in connection with PL's motion for summary judgment; Email correspondence to/from Mr. Manuel regarding same; Similarly preparing affidavit and associated documents for	3.70	999.00	MEA

presentation to District Manager. Email correspondence to Alexandra Wolfe regarding affidavit; Begin preparing for TC 13 depositions; Email correspondence from Alexandra Wolfe regarding proposed dates for CDD entity deposition.

Jun-24-19	Preparing for TC-13 depositions.	1.50	405.00	MEA
Jun-25-19	Continue preparing for TC-13 depositions.	2.60	702.00	MEA
Jun-26-19	Research pertaining to negating DEFs' affirmative defenses in connection with seeking summary judgment; Modifying motion for summary judgment.	4.50	1,215.00	MEA
Jun-27-19	Reviewing documents produced via dropbox by attorney Jones in advance of tomorrow's deposition of DEF TC 13.	1.10	297.00	MEA
Jun-28-19	Attend depositions of John Franz and Matt Pallardy in Tampa	11.50	3,105.00	MEA
	Totals	35.80	<u>\$9,718.50</u>	

**DISBURSEMENTS**

May-24-19	Court Reporter - Deposition of Boomerang SH, LLC Corporate Rep.	362.50
Jun-28-19	Travel to Tampa for deposition.	104.77
	Totals	<u>\$467.27</u>

<b>Total Fee &amp; Disbursements</b>	<b>\$10,185.77</b>
Previous Balance	44,820.76
Previous Payments	44,820.76
<b>Balance Now Due</b>	<b><u>\$10,185.77</u></b>

TAX ID Number 26-1572385

HERNANDO COUNTY TAX COLLECTOR  
SALLY L. DANIEL, C.F.C.



20 NORTH MAIN ST., ROOM 112 \* BROOKSVILLE, FLORIDA 34601-2892  
TELEPHONE (352) 754-4180 \* FAX (352) 754-4189

## INVOICE

June 28, 2019  
Invoice #19-001

Southern Hills Phase II CDD  
Attn: Alex Wolfe  
2005 Pan Am Circle, Ste. 120  
Tampa FL 33607

Dear Mr. Wolfe:

On 6/11/19, check #30600 in the amount of \$47,216.04 was mailed to Southern Hills Phase II CDD for collections from Distribution 18-112. On your summary report, the penalty amount of \$1,402.46 did not calculate commissions of 2% due the Tax Collector. The commission collected in the amount of \$934.97 was only on the gross collections of \$46,748.55. Enclosed is a revised summary report to reflect the revised collections actually due to Southern Hills Phase II CDD \$47,187.99, we paid \$47,216.04 – resulting in an overpayment of \$28.05.

Please remit \$28.05 to our office by July 31, 2019. If you have any questions, please contact Amy Blackburn at 352-540-6657 or Susan Grubbs at 352-540-6209.

**TOTAL INVOICE: \$ 28.05**

Sally L. Daniel  
Hernando County Tax Collector  
20 N. Main Street, Room 112  
Brooksville, FL 34601  
352-754-4180  
Enclosures

36310 / 1001

REVIEWEDdtThomas 7/16/2019

HERNANDO COUNTY TAX COLLECTOR

Sally L. Daniel, CFC  
20 N. Main St., Room 112  
Brooksville, FL 34601-2892

Fax

(352) 754-4180  
(352) 754-4189

June 11, 2019

*original \$28.05  
overpayment.*

V#27190 SOUTHERN HILLS PHASE II CDD  
ATTN: ALEX WOLFE  
2005 PAN AM CIRCLE, SUITE 120  
TAMPA, FL 33607

DIST # 18-112  
0

Gross Collections	606-2080190	\$46,748.55
Less: Discount	606-2080190	\$1,402.46
Add: Penalty	606-2080190	
Less: Commissions to Tax Collector 2%	003-3418065	(\$934.97)
Less: Postage for 2018 tax Notices per FS 197.322	8400-5304105	
Less: Commissions to Property Appraiser (2018 Total taxes levied \$155,718.69 x 2%=\$3,114.00)*	PAID	
Net Collections paid to Southern Hills Phase II CDD		\$47,216.04

*Sally L. Daniel*

Sally L. Daniel, C.F.C.  
Hernando County Tax Collector

Received  
JUL 03 2019

HERNANDO COUNTY TAX COLLECTOR

Sally L. Daniel, CFC  
20 N. Main St., Room 112  
Brooksville, FL 34601-2892

Fax

(352) 754-4180  
(352) 754-4189

*Revised*

June 11, 2019

V#27190 SOUTHERN HILLS PHASE II CDD  
ATTN: ALEX WOLFE  
2005 PAN AM CIRCLE, SUITE 120  
TAMPA, FL 33607

DIST # 18-112  
0

Gross Collections	606-2080190	\$46,748.55
Less: Discount	606-2080190	
Add: Penalty	606-2080190	\$1,402.46
Less: Commissions to Tax Collector 2%	003-3418065	(\$963.02)
Less: Postage for 2018 tax Notices per FS 197.322	8400-5304105	
Less: Commissions to Property Appraiser (2018 Total taxes levied \$155,718.69 x 2%=\$3,114.00)*	PAID	
Net Collections paid to Southern Hills Phase II CDD		\$47,187.99

*Sally L. Daniel*

Sally L. Daniel, C.F.C.  
Hernando County Tax Collector

## Southern Hills II Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
<b>Monthly Contract</b>				
Meritus Districts	9232	\$ 1,000.00		Management Services - August
<b>Monthly Contract Sub-Total</b>		<b>\$ 1,000.00</b>		
<b>Variable Contract</b>				
Clark & Albaugh, LLP	16631	\$ 199.50		Professional Services - thru 07/03/19
Clark & Albaugh, LLP	16632	3,717.00	<b>\$ 3,916.50</b>	Professional Services - thru 07/29/19
<b>Variable Contract Sub-Total</b>		<b>\$ 3,916.50</b>		
<b>Utilities</b>				
<b>Utilities Sub-Total</b>		<b>\$ 0.00</b>		
<b>Regular Services</b>				
Tampa Bay Times	796245 072619	\$ 170.60		FY20 Budget - 07/19/19-07/26/19
<b>Regular Services Sub-Total</b>		<b>\$ 170.60</b>		
<b>Additional Services</b>				
Southern Hills Plantation I CDD	OMR0619 2	\$ 4,447.24		O&M Expense Reimbursement - June
<b>Additional Services Sub-Total</b>		<b>\$ 4,447.24</b>		
<b>TOTAL:</b>		<b>\$ 9,534.34</b>		

Approved (with any necessary revisions noted):

Signature

Printed Name

**Southern Hills II Community Development District  
Summary of Operations and Maintenance Invoices**

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
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**Title (check one):**

Chairman  Vice Chairman  Assistant Secretary



**Meritus Districts**

2005 Pan Am Circle  
 Suite 300  
 Tampa, FL 33607

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

**INVOICE**

Invoice Number: 9232  
 Invoice Date: Aug 1, 2019  
 Page: 1

<b>Bill To:</b>
Southern Hills Plantation II 2005 Pan Am Circle Suite 300 Tampa, FL 33607

<b>Ship to:</b>

Customer ID	Customer PO	Payment Terms	
Southern Hills Plant		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		8/2/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - August		1,000.00
		<i>B</i>		

Subtotal	1,000.00
Sales Tax	
Total Invoice Amount	1,000.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,000.00</b>

REVIEWED dthomas 7/30/2019

*Clark & Albaugh, LLP*  
 700 W. Morse Blvd., Suite 101  
 Winter Park, Florida 32789

Phone: (407) 647-7600

Fax: (407) 647-7622

Southern Hills Plantation II CDD  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

August 1, 2019

**Attention:** Brian Howell, District Manager

File # 7716-001  
 Inv #: 16631

**RE:** General Matters

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jul-03-19	various correspondence with district manager regarding tax roll questions; review of property appraiser records and preparation of listing of properties subject to delinquencies	0.70	199.50	SDC
	Totals	0.70	\$199.50	
	<b>Total Fee &amp; Disbursements</b>			<b>\$199.50</b>
	Previous Balance			5,017.50
	<b>Balance Now Due</b>			<b>\$5,217.00</b>

TAX ID Number 26-1572385

*CDD's Bill*

56400-3102  
 8.5.19  
 (5.2)

Received  
 AUG 05 2019



REVIEWED dthomas 8/20/2019

Received  
AUG 05 2019

*Clark & Albaugh, LLP*  
700 W. Morse Blvd., Suite 101  
Winter Park, Florida 32789

Phone: (407) 647-7600

Fax: (407) 647-7622

Southern Hills Plantation II CDD  
2005 Pan Am Circle, Suite 120  
Tampa, FL 33607

August 1, 2019

**Attention:** Brian Howell, District Manager

File # 7716-002  
Inv #: 16632

**RE:** v. CASHP 3, LLC, et al.  
Case No. 2011-CA-989

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jul-01-19	Email correspondence from Devon Rushnell regarding DE affidavit.	0.10	27.00	MEA
Jul-02-19	communications regarding deposition of representative of district; review of areas of inquiry	0.40	114.00	SDC
Jul-03-19	correspondence with opposing counsel and deponent regarding efforts to coordinate entity rep deposition	0.30	85.50	SDC
	Email correspondence to/from attorney Sampson regarding corporate representative depositions.	0.30	81.00	MEA
Jul-11-19	review of correspondence regarding tax deed surplus; review of supporting documents and form; review of assessment resolution and roll regarding claim for surplus; additional correspondence	1.60	456.00	SDC
	Office conference with SDC regarding status of affidavits in support of motion for summary judgment; Email correspondence to Cliff Manuel regarding same; Email correspondence to Alexandra Wolfe regarding same; Email correspondence from Lindsay Morgan regarding Cliff Manuel.	0.40	108.00	MEA

*Howe*

REVIEWED dt Thomas 8/20/2019

Jul-12-19	Receiving and reviewing notice of deposition on July 25, 2019.	0.10	27.00	MEA
Jul-15-19	review of form of affidavit; correspondence with manager regarding balances and unplatted properties; review of delinquent spreadsheet	1.30	370.50	SDC
Jul-17-19	review of correspondence regarding MSJ affidavit and review of property records to provide requested clarifications	0.70	199.50	SDC
Jul-22-19	review of affidavit and office conference and correspondence regarding same	0.50	142.50	SDC
Jul-23-19	Follow up email to Cliff Manuel; Email correspondence from Cliff Manuel; Office conference with SDC regarding same.	0.20	54.00	MEA
Jul-24-19	Receiving and reviewing notice of rescheduled deposition as to deponent Jack Suarez.	0.10	27.00	MEA
Jul-26-19	Reviewing transcript of deposition of James Reed.	1.00	270.00	MEA
Jul-29-19	Continue reviewing transcript of deposition of James Reed.	3.00	810.00	MEA
	Totals	10.00	<u>\$2,772.00</u>	

**DISBURSEMENTS**

May-17-19	Mediation Fee - Gibbons   Neuman Attorneys at Law		945.00	
	Totals		<u>\$945.00</u>	
	<b>Total Fee &amp; Disbursements</b>			<u>\$3,717.00</u>
	Previous Balance			10,185.77
	<b>Balance Now Due</b>			<u>\$13,902.77</u>

TAX ID Number 26-1572385





**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA }  
COUNTY OF Hernando & Citrus Counties } ss

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Clerk of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a **Legal Notice** in the matter **RE: 2019/2020 Budget** was published in **Tampa Bay Times: 7/19/19, 7/26/19**, in said newspaper in the issues of **Baylink Hernando Citrus**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hernando & Citrus Counties, Florida and that the said newspaper has heretofore been continuously published in said Hernando & Citrus Counties, Florida, each day and has been entered as a second class mail matter at the post office in said Hernando & Citrus Counties, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

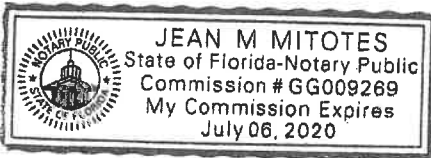
Signature of Affiant

Sworn to and subscribed before me this 07/26/2019.

Signature of Notary Public

Personally known \_\_\_\_\_ or produced identification

Type of identification produced \_\_\_\_\_



**SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2019/2020 BUDGETS; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Southern Hills Plantation II Community Development District ("District") will hold a public hearing on August 9, 2019 at 10:30 a.m. at the Southern Hills Temp Clubhouse, located at 19761 Fort King Run, Brooksville, FL 34601, for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budget") of the District for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607, (813) 397-5120 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

Brian Howell  
District Manager

Run Dates: 07/19/2019 & 07/26/2019

796245

# Southern Hills Plantation I CDD

# INVOICE

2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431  
 Phone 561.571.0010 Fax 561.571.0013

**DATE:** 30-Jun-2019  
**INVOICE #** OMR0619-2  
**DUE:** UPON RECEIPT

**Bill To:**  
 Southern Hills Plantation II CDD  
 Attn: Teresa Farlow  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

TYPE	DESCRIPTION	AMOUNT
OMR	Operation & Maintenance Expense Reimbursement	\$ 4,447.24
<b>TOTAL</b>		<b>\$ 4,447.24</b>

REVIEWEDdtthomas 8/20/2019

Make all checks payable to Southern Hills Plantation I CDD

If you have any questions regarding this invoice please contact Katherine Vemeyer at 561-571-0010 ext. 304.

**Received**  
 AUG 01 2019

Invoices Paid by Southern Hills I CDD  
(costs shared by Southern Hills II and Southern Hills III)  
6/30/2019

	39.60%	36.60%	23.80%	100.00%
	<u>Southern Hills I</u>	<u>Southern Hills II</u>	<u>Southern Hills III</u>	<u>InvoiceTotal</u>
<b>Sitex Aquatics LLC.</b>				
Invoice #2820A - 02/19 Service				3900.00
33 Ponds	3677.14			3677.14
2 Ponds	88.25	81.57	53.04	222.86
	<u>3765.39</u>			
Invoice #2895A -04/19 Service				3900.00
33 Ponds	3677.14			3677.14
2 Ponds	88.25	81.57	53.04	222.86
	<u>3765.39</u>			
Invoice #2988A -06/19 Service				3900.00
33 Ponds	3677.14			3677.14
2 Ponds	88.25	81.57	53.04	222.86
	<u>3765.39</u>			
Invoice #2905A - 04/19 Fountain				250.00
33 Ponds	235.71			235.71
2 Ponds	5.66	5.23	3.40	14.29
	<u>241.37</u>			
Invoice #3043A - Vegetation Rem				4800.00
33 Ponds	4525.71			4525.71
2 Ponds	108.62	100.39	65.28	274.29
	<u>4634.33</u>			
<b>Sitex Aquatics LLC. Total</b>	<b>16171.89</b>	<b>350.31</b>	<b>227.80</b>	<b>957.14</b>
<b>Sitex Land LLC.</b>				
Invoice #7172 - 06/19 Service	2854.34	2638.10	1715.48	7207.92
Invoice #7213 -Irrigation Repairs	228.00	210.72	137.03	575.75
<b>Sitex Land LLC. Total</b>	<b>3082.33</b>	<b>2848.82</b>	<b>1852.51</b>	<b>7783.67</b>
<b>Duke Energy</b>				
Account #14217 76311 06/19				
Utility Service 06/03/19-07/02/19	1328.63	1227.97	798.52	3355.12
Account #97029 56320 06/19				
Utility Service 06/03/19-07/02/19	21.78	20.13	13.09	55.00
<b>Duke Energy Totals</b>	<b>1350.41</b>	<b>1248.10</b>	<b>811.61</b>	<b>3410.12</b>
<b>TOTAL</b>	<b><u>\$ 20,604.63</u></b>	<b><u>\$ 4,447.24</u></b>	<b><u>\$ 2,891.92</u></b>	<b><u>\$ 12,150.93</u></b>



**P.O. Box 744939  
 Atlanta, GA 30374-4939**

Date	Invoice #
2/1/2019	2820A

<b>Bill To</b>
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	Aquatic Lake Maintenance  538.463 - \$ 3,765.39 131 006 - \$ 81.57 131.007 \$ 53.04  601	3,900.00	3,900.00
		<b>Total</b>	\$3,900.00

CA  
 Aquatic Maint.



Invoice

P.O. Box 744939  
 Atlanta, GA 30374-4939

Date	Invoice #
4/1/2019	2895A

Bill To
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	Aquatic Lake Maintenance 538.463 # 3,765.39 131.006 # 81.57 131.007 # 53.04 001	3,900.00	3,900.00
		<b>Total</b>	CA <u>\$3,900.00</u> Aquatic MAINT.



Invoice

P.O. Box 744939  
Atlanta, GA 30374-4939

Date	Invoice #
4/1/2019	2905A

Bill To
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Fountain Maintenance	250.00	250.00
	538.463 \$241.37		
	131.006 \$ 5.23		
	131.007 \$ 3.40		
	601		
		<b>Total</b>	\$250.00

CA AQUATIC MAINT.

P.O. Box 744939  
 Atlanta, GA 30374-4939

Date	Invoice #
6/1/2019	2988A

Bill To
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

MAY 13 2019

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	Aquatic Lake Maintenance	3,900.00	3,900.00
	538,463 \$ 3,765.39		
	131,006 \$ 81.57		
	131,067 \$ 53.04		
	601		
		<b>Total</b>	\$3,900.00

CA  
 LAKE MAINT

**P.O. Box 744939**  
**Atlanta, GA 30374-4939**

Date	Invoice #
6/13/2019	3043A

<b>Bill To</b>
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Flush cut & Haul offsite associated vegetation within swale area measures Approx 23AC  538.465 # 4,634.33 131.006 # 100.39 131.007 # 65.28	4,800.00	4,800.00
		<b>Total</b>	<b>\$4,800.00</b>

*Q* LAKE POND REPAIR



5271 Giron Cir  
Kissimmee, FL 34758  
407.717.5851

## Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and Southern Hills Plantation CDD hereafter called "customer"

Customer: Southern Hills Plantation CDD  
C/O: Wrathell, Hunt & Associates  
Contact: Mr. Chuck Adams  
Email: adams@whhassociates.com  
Phone: 239.464.7114

- Sitex agrees to provide aquatic bareroot planting  
In accordance with the terms and conditions of this agreement in the following sites:

One (1) Swale @ Southern Hills Plantation in Brooksville, FL (see attached map)

- Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

1. Flush cut & Haul off site associated vegetation within swale                      \$4,800.00  
Area measures Approx. .23AC

- Customer agrees to pay Sitex the following amount during the term of this agreement

The terms of this agreement shall be: N/A

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

- Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Submitted: Joe Craig                      Date: 6/10/19

Accepted                      Date: 6-11-19

Joseph T. Craig  
President

COUSAL  
Customer



# Sitex Land LLC

P.O. Box 744941  
Atlanta, GA 30374-4941

941-468-6267

office@sitexlandscape.com

# Invoice

Date	Invoice #
6/1/2019	7172

<b>Bill To</b>
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Landscape Maintenance CDD	7,207.92	7,207.92
	539.461 # 2,854.34		
	131.006 # 2,638.10		
	131.007 # 1,715.48		
		<b>Total</b>	\$7,207.92

*Handwritten signature*  
**SHARED**



# Sitex Land LLC

P.O. Box 744941  
Atlanta, GA 30374-4941

941-468-6267

office@sitexlandscape.com

# Invoice

Date	Invoice #
5/30/2019	7213

**Bill To**  
Southern Hills Plantation 1 CDD  
9220 Bonita Beach Rd. #214  
Bonita Springs, FL 34135

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	I did a wet check along the main blvd., and found several bad popups, and rotors. The system hasn't been ran in a long time, and a lot of the heads have bad seals and worn out gears due to drying up and cracking. I also cleaned out the grass from around a lot of heads that were trapped under the sod. I also replaced several clogged nozzles and changed out some for better coverage		
5	Rainbird 4" popups	11.25	56.25
6	Rainbird 6" popups	14.25	85.50
8	Hunter PCP Rotors	30.00	240.00
15	Rainbird nozzles	3.00	45.00
2	Labor	74.50	149.00
	539.463 \$ 228.00		
	131.006 \$ 210.72		
	131.006 \$ 137.03		
<b>Total</b>			<b>\$575.75</b>

*CL* IRR REPAIRS  
SHARED  
96





STATEMENT OF SERVICE

JULY 2019



ACCOUNT NUMBER  
14217 76311

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE:  
1-800-228-8485

SOUTHERN HILLS PLTN 1 CDD  
2300 GLADES RD  
SUITE 410W  
BOCA RATON FL 33431

SERVICE ADDRESS  
5374 BROAD ST LITE,  
SOUTHERNHILLBLVD S/L

DUE DATE  
JUL 24 2019 TOTAL AMOUNT DUE  
3,355.12

NEXT READ  
DATE ON OR DEPOSIT AMOUNT  
ABOUT ON ACCOUNT  
5,000.00

PIN: 340809449

METER READINGS

PAYMENTS RECEIVED AS OF JUN 25 2019	3,205.12	THANK YOU
LS-1 017 LIGHTING SER COMPANY OWNED/MAINTAINED		
BILLING PERIOD..06-03-19 TO 07-02-19 29 DAYS		
CUSTOMER CHARGE		1.31
ENERGY CHARGE	4508 KWH @ 2.92000¢	131.63
FUEL CHARGE	4508 KWH @ 3.80500¢	171.53
ASSET SECURITIZATION CHARGE	4508 KWH @ 0.02700¢	1.22
*TOTAL ELECTRIC COST		305.69
EQUIPMENT RENTAL FOR:		
18 DEC CONC WASHNG 16		
37 DEC CON DB WASH 16		
92 SV FLAGLER ACR 9500L		
FIXTURE TOTAL		2,865.21
MAINTENANCE TOTAL		158.24
GROSS RECEIPTS TAX		7.84
MUNICIPAL FRANCHISE FEE		18.14
TOTAL CURRENT BILL		3,355.12
TOTAL DUE THIS STATEMENT		\$3,355.12

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account.

537.310 \$1,328.63  
131.000 \$1,227.97  
131.007 \$ 798.52  
001

ENERGY USE

DAILY AVG. USE - 155 KWH/DAY  
USE ONE YEAR AGO - 145 KWH/DAY  
\*DAILY AVG. ELECTRIC COST -\$114.80

BF\_BL\_DEF\_20190702\_212529\_2.CSV-418-000001205

DETACH AND RETURN THIS SECTION

MM 0001707

BILL # 1 OF 2 GRP 1223

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 14217 76311

000418 000001205

SOUTHERN HILLS PLTN 1 CDD  
2300 GLADES RD STE 410W  
BOCA RATON FL 33431-8556

P.O. BOX 1004  
CHARLOTTE,  
NC 28201-1004

DUE DATE  
JUL 24 2019

TOTAL DUE  
3,355.12

PLEASE ENTER  
AMOUNT PAID

142177631180000033551200000000000000000000033551200100000000009



# STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER

97029 56320

JULY 2019

2

**FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:**  
1-877-372-8477

**WEB SITE:** www.duke-energy.com

**TO REPORT A POWER OUTAGE:**  
1-800-228-8485

**SOUTHERN HILLS PLTN 1 CDD**  
2300 GLADES RD  
SUITE 410W  
BOCA RATON FL 33431

**SERVICE ADDRESS**  
19160 SOUTHERN HILLS BLVD,  
MAIN ENT LIGHTING

**DUE DATE** TOTAL AMOUNT DUE  
JUL 24 2019 55.00

**NEXT READ** DEPOSIT AMOUNT  
**DATE ON OR** ON ACCOUNT  
**ABOUT**  
AUG 02 2019 205.00

**PIN: 340809449**

## METER READINGS

METER NO.	001088653
PRESENT (ACTUAL)	005052
PREVIOUS (ACTUAL)	004663
DIFFERENCE	000389
PRESENT ONPEAK	019634
PREVIOUS ONPEAK	019611
DIFFERENCE ONPEAK	000023
TOTAL KWH	389
ON PEAK KWH	23
PRESENT KW (ACTUAL)	0001.26
PRESENT PEAK KW	0001.25
BASE KW	1
ON-PEAK KW	1
LOAD FACTOR	55.9%

PAYMENTS RECEIVED AS OF JUN 25 2019 51.81 THANK YOU

GSD-1 070 GENERAL SERVICE - DEMAND SEC  
BILLING PERIOD..06-03-19 TO 07-02-19 29 DAYS

CUSTOMER CHARGE		12.78
ENERGY CHARGE	389 KWH @ 2.83800¢	11.04
FUEL CHARGE	389 KWH @ 3.97400¢	15.46
DEMAND CHARGE	1 KW @ \$10.70000	10.70
ASSET SECURITIZATION CHARGE	389 KWH @ 0.18200¢	0.71

*TOTAL ELECTRIC COST		50.69
GROSS RECEIPTS TAX		1.30
MUNICIPAL FRANCHISE FEE		3.01

TOTAL CURRENT BILL 55.00

TOTAL DUE THIS STATEMENT **\$55.00**

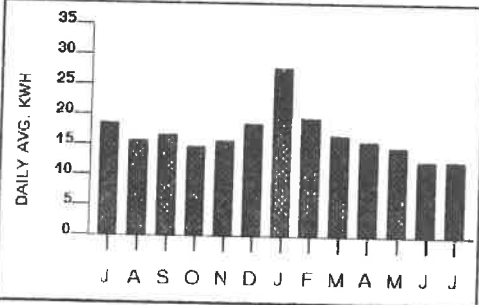
Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account.

537.310 \$ 21.78

131.006 \$ 20.13

131.007 \$ 13.09

001



### ENERGY USE

DAILY AVG. USE -	13 KWH/DAY
USE ONE YEAR AGO -	19 KWH/DAY
*DAILY AVG. ELECTRIC COST -	\$1.75

BF\_BL\_DEF\_20190702\_212529\_2.CSV-419-000001205

DETACH AND RETURN THIS SECTION

MM 0001708

BILL # 2 OF 2 GRP 1223

**Make checks payable to: Duke Energy**

**ACCOUNT NUMBER - 97029 56320**

000419 000001205

SOUTHERN HILLS PLTN 1 CDD  
2300 GLADES RD STE 410W  
BOCA RATON FL 33431-8556

P.O. BOX 1004  
CHARLOTTE,  
NC 28201-1004

**DUE DATE**

**JUL 24 2019**

**TOTAL DUE**

**55.00**

PLEASE ENTER  
AMOUNT PAID

97029563208000000055004000000000000000000550040100000000009

## Southern Hills II Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
<b>Monthly Contract</b>				
Meritus Districts	9292	\$ 1,000.00		Management Services - September
<b>Monthly Contract Sub-Total</b>		<b>\$ 1,000.00</b>		
<b>Variable Contract</b>				
Clark & Albaugh, LLP	16669	\$ 2,785.50		Professional Services - thru 08/09/19
Clark & Albaugh, LLP	16670	8,744.60	<b>\$ 11,530.10</b>	Professional Services - thru 08/30/19
<b>Variable Contract Sub-Total</b>		<b>\$ 11,530.10</b>		
<b>Utilities</b>				
<b>Utilities Sub-Total</b>		<b>\$ 0.00</b>		
<b>Regular Services</b>				
Tampa Bay Times	7557 090619	\$ 71.70		Meeting - 09/06/19
Tampa Bay Times	15225 091319	75.10	<b>\$ 146.80</b>	Shaded Meeting - 09/13/19
<b>Regular Services Sub-Total</b>		<b>\$ 146.80</b>		
<b>Additional Services</b>				
Southern Hills Plantation I CDD	OMR0719 2	\$ 1,248.74		O&M Expense Reimbursement - 07/31/19
<b>Additional Services Sub-Total</b>		<b>\$ 1,248.74</b>		
<b>TOTAL:</b>		<b>\$ 13,925.64</b>		

Approved (with any necessary revisions noted):

## Southern Hills II Community Development District Summary of Operations and Maintenance Invoices

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

Signature

Printed Name

**Title (check one):**

Chairman  Vice Chairman  Assistant Secretary

**Meritus Districts**

2005 Pan Am Circle  
Suite 300  
Tampa, FL 33607

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

**INVOICE**

Invoice Number: 9292  
Invoice Date: Sep 1, 2019  
Page: 1

<b>Bill To:</b>
Southern Hills Plantation II 2005 Pan Am Circle Suite 300 Tampa, FL 33607

<b>Ship to:</b>

Customer ID	Customer PO	Payment Terms	
Southern Hills Plant		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		9/2/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - September		1,000.00

Subtotal	1,000.00
Sales Tax	
Total Invoice Amount	1,000.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,000.00</b>

REVIEWED thomas 8/20/2019

*Clark & Albaugh, LLP*  
 700 W. Morse Blvd., Suite 101  
 Winter Park, Florida 32789

Phone: (407) 647-7600

Fax: (407) 647-7622

Southern Hills Plantation II CDD  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

September 1, 2019

**Attention:** Brian Howell, District Manager

File # 7716-001  
 Inv #: 16669

**RE:** General Matters

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Aug-01-19	review of draft budget resolutions; correspondence regarding prior use of uniform method and compare prior year resolutons; revisions to resolutions	1.40	399.00	SDC
	Drafting proposed resolution adopting Fiscal Year 2020 Budget and levying assessments.	2.40	648.00	MEA
Aug-02-19	additional revisions to resolutions and exhibits; review of agenda	1.20	342.00	SDC
Aug-09-19	preparation of board meeting materials and attendance at board meeting	4.90	1,396.50	SDC
	Totals	9.90	\$2,785.50	
	<b>Total Fee &amp; Disbursements</b>			<b>\$2,785.50</b>
	Previous Balance			5,217.00
	<b>Balance Now Due</b>			<b>\$8,002.50</b>

51466-3107  
 9.5.19  
 GHZ

Received

SEP 03 2019

REVIEWED dthomas 9/16/2019

*Clark & Albaugh, LLP*  
 700 W. Morse Blvd., Suite 101  
 Winter Park, Florida 32789

Phone: (407) 647-7600

Fax: (407) 647-7622

Southern Hills Plantation II CDD  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

September 1, 2019

**Attention:** Brian Howell, District Manager

File # 7716-002  
 Inv #: 16670

**RE:** v. CASHP 3, LLC, et al.  
 Case No. 2011-CA-989

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Aug-01-19	Continue drafting motion for summary judgment.	2.10	567.00	MEA
Aug-02-19	correspondence and telephone call with engineer; review of engineering report	0.80	228.00	SDC
	telephone call with accounting staff regarding calculations	0.40	114.00	SDC
	Continue modifying motion for summary judgment to include excerpts from Boomerang's deposition; Reviewing email correspondence between SDC and Cliff Manuel pertaining to motion for summary judgment.	1.90	513.00	MEA
Aug-09-19	conference regarding trial strategy	0.50	142.50	SDC
	Receiving and reviewing attorney Sampson's notices of withdrawal.	0.10	27.00	MEA
Aug-13-19	correspondence with manager regarding case documentation; review of documents and bond documents; correspondence	1.20	342.00	SDC
	additional analysis of bond and engineering documents; correspondence with manager	0.70	199.50	SDC

REVIEWED dthomas 9/16/2019

Aug-14-19	additional correspondence with manager; review of draft motion; office conference; telephone call with Suarez counsel	0.80	228.00	SDC
	review of updated draft of MSJ	0.80	228.00	SDC
	Email correspondence from Clerk regarding defect in Sampson filing.	0.10	27.00	MEA
Aug-15-19	correspondence with manager and review of exhibits	0.30	85.50	SDC
	Attend DEF Boomerang's deposition of Jack Suarez;	6.50	1,755.00	MEA
Aug-22-19	Trial preparation.	4.50	1,215.00	MEA
Aug-28-19	review of affidavit; review of exhibits; correspondence regarding evidentiary items; office conference regarding trial preparation	2.70	769.50	SDC
	Updating affidavit of Brian Lamb.	5.90	1,593.00	MEA
Aug-29-19	trial preparation; review of exhibits; conference regarding trial	1.80	513.00	SDC
Aug-30-19	Email correspondence from attorney Collins; Office conference with SDC regarding same.	0.20	54.00	MEA
	Totals	31.30	<u>\$8,601.00</u>	

**DISBURSEMENTS**

Aug-15-19	Travel to Tampa for deposition (220 miles, plus parking).	131.60
Aug-28-19	Photocopies - Certified copies of Notice of Establishment of the Southern Hills Plantation II CDD and Lien of Record of Southern Hills Plantation II CDD	12.00
	Totals	<u>\$143.60</u>

<b>Total Fee &amp; Disbursements</b>	<b>\$8,744.60</b>
Previous Balance	13,902.77

bf  9/5/19



**Balance Now Due**

\$22,647.37

TAX ID Number 26-1572385

# Tampa Bay Times

tampabay.com

Times Publishing Company  
 DEPT 3396  
 PO BOX 123396  
 DALLAS, TX 75312-3396  
 Toll Free Phone: 1 (877) 321-7355  
 Fed Tax ID 59-0482470

## ADVERTISING INVOICE

<b>Advertising Run Dates</b>		<b>Advertiser Name</b>	
09/ 6/19		SOUTHERN HILLS PLANTATION II	
<b>Billing Date</b>	<b>Sales Rep</b>	<b>Customer Account</b>	
09/06/2019	Deirdre Almeida	69893	
<b>Total Amount Due</b>		<b>Ad Number</b>	
\$71.70		0000007557	

### PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
09/06/19	09/06/19	0000007557	Times	Legals CLS	Meeting	1	2x42 L	\$69.70
09/06/19	09/06/19	0000007557	Tampabay.com	Legals CLS	Meeting AffidavitMaterial	1	2x42 L	\$0.00 \$2.00

5/300 4801  
6R

REVIEWEDdthomas 9/19/2019

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

# Tampa Bay Times

tampabay.com

DEPT 3396  
 PO BOX 123396  
 DALLAS, TX 75312-3396  
 Toll Free Phone: 1 (877) 321-7355

<b>Advertising Run Dates</b>		<b>Advertiser Name</b>	
09/ 6/19		SOUTHERN HILLS PLANTATION II	
<b>Billing Date</b>	<b>Sales Rep</b>	<b>Customer Account</b>	
09/06/2019	Deirdre Almeida	69893	
<b>Total Amount Due</b>		<b>Ad Number</b>	
\$71.70		0000007557	

#### ADVERTISING INVOICE

Thank you for your business.

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

Received

SEP 12 2019

SOUTHERN HILLS PLANTATION II  
 2005 PAN AM CIRCLE #300  
 TAMPA, FL 33607

REMIT TO:

Times Publishing Company  
 DEPT 3396  
 PO BOX 123396  
 DALLAS, TX 75312-3396

**Tampa Bay Times  
Published Daily**

STATE OF FLORIDA  
COUNTY OF Hernando, Citrus

} ss

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Meeting** was published in **Tampa Bay Times: 9/ 6/19** in said newspaper in the issues of **Baylink Hernando Citrus**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hernando, Citrus County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant Deirdre Almeida

Sworn to and subscribed before me this 09/06/2019

Signature of Notary Public J. Mitotes

Personally known X or produced identification

Type of identification produced \_\_\_\_\_

**SOUTHERN HILLS PLANTATION II  
COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF REGULAR MEETING**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of The Southern Hills Plantation II Community Development District will hold a Regular Meeting of the Board to consider any and all business which may properly come before them on Friday, September 20, 2019 at 1:00 p.m., at Southern Hills Temp Clubhouse located at 19761 Fort King Run, Brooksville, FL 34601.

This meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. Copies of the agenda for any of the Board's meetings may be obtained by contacting the Main District Office at (813) 397-5120. Affected parties and others interested may appear at these meetings and be heard.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be a speaker telephone present, so that any person can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication.

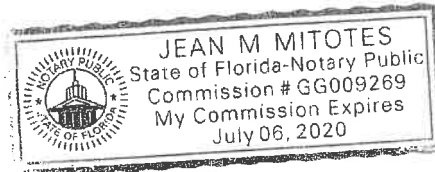
Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Management Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

If any person decides to appeal any decision made by the Board with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made, at his or her own expense, and which record includes the testimony and evidence on which the appeal is based.

Brian Lamb  
District Manager

Run Date: 09/06/2019

000007557





Times Publishing Company  
 DEPT 3396  
 PO BOX 123396  
 DALLAS, TX 75312-3396  
 Toll Free Phone: 1 (877) 321-7355  
 Fed Tax ID 59-0482470

**ADVERTISING INVOICE**

<b>Advertising Run Dates</b>		<b>Advertiser Name</b>	
09/13/19		SOUTHERN HILLS PLANTATION II	
<b>Billing Date</b>		<b>Sales Rep</b>	<b>Customer Account</b>
09/13/2019		Deirdre Almeida	69893
<b>Total Amount Due</b>			<b>Ad Number</b>
\$75.10			0000015225

**PAYMENT DUE UPON RECEIPT**

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
09/13/19	09/13/19	0000015225	Times	Legals CLS	Shaded Meeting	1	2x44 L	\$73.10
09/13/19	09/13/19	0000015225	Tampabay.com	Legals CLS	Shaded Meeting AffidavitMaterial	1	2x44 L	\$0.00 \$2.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



DEPT 3396  
 PO BOX 123396  
 DALLAS, TX 75312-3396  
 Toll Free Phone: 1 (877) 321-7355

<b>Advertising Run Dates</b>		<b>Advertiser Name</b>	
09/13/19		SOUTHERN HILLS PLANTATION II	
<b>Billing Date</b>		<b>Sales Rep</b>	<b>Customer Account</b>
09/13/2019		Deirdre Almeida	69893
<b>Total Amount Due</b>			<b>Ad Number</b>
\$75.10			0000015225

**ADVERTISING INVOICE**

Thank you for your business.

**DO NOT SEND CASH BY MAIL**

PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

SOUTHERN HILLS PLANTATION II  
 2005 PAN AM CIRCLE #300  
 TAMPA, FL 33607

Received  
 SEP 23 2019

REMIT TO:  
 Times Publishing Company  
 DEPT 3396  
 PO BOX 123396  
 DALLAS, TX 75312-3396

**Tampa Bay Times**  
**Published Daily**

STATE OF FLORIDA  
COUNTY OF Hernando, Citrus

} ss

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a **Legal Notice** in the matter **RE: Shaded Meeting** was published in **Tampa Bay Times: 9/13/19** in said newspaper in the issues of **Baylink Hernando Citrus**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hernando, Citrus County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this .09/13/2019

Signature of Notary Public

Personally known       X       or produced identification

Type of identification produced \_\_\_\_\_

**SOUTHERN HILLS PLANTATION II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**NOTICE OF SHADED MEETING**

Notice is hereby given that the Board of Supervisors of the Southern Hills Plantation II Community Development District (the "District") will hold an attorney-client session on the following date and time:

Friday, September 20, 2019 at 1:00 p.m.

This meeting will be held at the Southern Hills Temporary Clubhouse located at 19761 Fort King Run, Brooksville, FL 34601. The shaded meeting, which is closed to the public, relates to pending legal matters. This meeting is being held pursuant to Chapter 286.011(8) of Florida State Statutes. The following persons are anticipated to be in attendance:

- Scott D. Clark, District Counsel
- Brian Lamb (for Meritus Corp.), District Manager
- Eric Davidson (for Meritus Corp.), District Manager
- Jon Franz, Supervisor
- Sarah Flint, Supervisor
- Matt Pallardy, Supervisor
- Devon Rushnell, Supervisor
- Cheryl Bernal, Supervisor

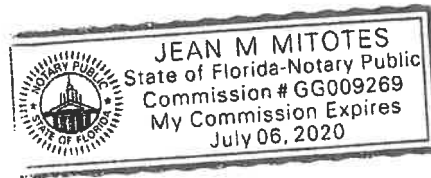
Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to contact the District Office at (813)397-5120, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the Hearing or meeting is advised that the 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 based.

Brian Lamb  
District Manager

Run Date: September 13, 2019

0000015225



# Southern Hills Plantation I CDD

# INVOICE

2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431  
 Phone 561.571.0010 Fax 561.571.0013

**DATE:** 31-Jul-2019  
**INVOICE #** OMR0719-2  
**DUE:** UPON RECEIPT

**Bill To:**  
 Southern Hills Plantation II CDD  
 Attn: Teresa Farlow  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

TYPE	DESCRIPTION	AMOUNT
OMR	Operation & Maintenance Expense Reimbursement	\$ 1,248.74
<b>TOTAL</b>		<b>\$ 1,248.74</b>

Received

SEP 03 2019

REVIEWED dt Thomas 9/16/2019

Make all checks payable to Southern Hills Plantation I CDD

If you have any questions regarding this invoice please contact Katherine Vemeyer at 561-571-0010 ext. 304.



STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER  
**97029 56320**

AUGUST 2019

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

SOUTHERN HILLS PLTN 1 CDD  
2300 GLADES RD  
SUITE 410W  
BOCA RATON FL 33431

SERVICE ADDRESS  
19160 SOUTHERN HILLS BLVD,  
MAIN ENT LIGHTING

DUE DATE TOTAL AMOUNT DUE  
AUG 23 2019 56.81

NEXT READ DEPOSIT AMOUNT  
DATE ON OR ON ACCOUNT  
ABOUT  
SEP 03 2019 205.00

PIN: 340809449

METER READINGS

METER NO. 001088653  
PRESENT (ACTUAL) 005465  
PREVIOUS (ACTUAL) 005052  
DIFFERENCE 000413  
PRESENT ONPEAK 019666  
PREVIOUS ONPEAK 019634  
DIFFERENCE ONPEAK 000032  
TOTAL KWH 413  
ON PEAK KWH 32  
PRESENT KW (ACTUAL) 0001.27  
PRESENT PEAK KW 0001.27  
BASE KW 1  
ON-PEAK KW 1  
LOAD FACTOR 57.4%

PAYMENTS RECEIVED AS OF JUL 23 2019 55.00 THANK YOU

GSD-1 070 GENERAL SERVICE - DEMAND SEC

BILLING PERIOD..07-02-19 TO 08-01-19 30 DAYS

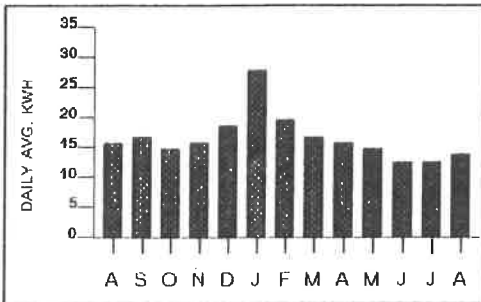
CUSTOMER CHARGE		12.78
ENERGY CHARGE	413 KWH @ 2.83800¢	11.72
FUEL CHARGE	413 KWH @ 3.97400¢	16.41
DEMAND CHARGE	1 KW @ \$10.70000	10.70
ASSET SECURITIZATION CHARGE	413 KWH @ 0.18200¢	0.75

*TOTAL ELECTRIC COST	52.36
GROSS RECEIPTS TAX	1.34
MUNICIPAL FRANCHISE FEE	3.11
<b>TOTAL CURRENT BILL</b>	<b>56.81</b>

TOTAL DUE THIS STATEMENT

**\$56.81**

537,310 - 22.50  
131,006 - 20.79  
131,007 - 13.50



Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account.

Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 14%, Purchased Power 13%, Gas 73%, Oil 0%, Nuclear 0% (For 12 months ending June 30, 2019).

ENERGY USE

DAILY AVG. USE - 14 KWH/DAY  
USE ONE YEAR AGO - 16 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$1.75

## We're here to help. Contact us.

Visit [duke-energy.com](http://duke-energy.com) for self-service options, including address and phone number changes, reporting a power or streetlight outage, duplicate bills, account balance and history, e-bill, start, stop or move electric service requests and more.

Our most popular online features are now available for you to use on the go. Use your mobile device to view your account, view and pay your bill, report a power outage or request a streetlight repair, find a payment location and get Twitter updates. To enjoy the ease and convenience of our mobile site, visit [duke-energy.com](http://duke-energy.com).

**Reporting outages:** call 800.228.8485 or via the Web at [duke-energy.com/outage](http://duke-energy.com/outage)

**For Customer Service:** call 800.700.8744. Business hours are 7 a.m. - 7 p.m. Monday through Friday.

**For Business customers:** call 877.372.8477 from 7 a.m. - 7 p.m. Monday through Friday. Our automated voice response system can address most of your service needs 24 hours a day. Please have your account number available.

**Para nuestros clientes que hablan Español:** Representantes bilingües están disponibles para asistirle de Lunes a Viernes de 7 a.m. - 7 p.m. Para obtener información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.

**Digging in your yard?** Whether you are planning to do it yourself or hire a professional call Florida's toll-free underground utility locating service before you dig at 811 or 800.432.4770.

**Written inquiries and correspondence** (no bill payments please) :  
Duke Energy, P.O. Box 14042, St. Petersburg, FL 33733

### Payment information

The delinquent date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection.

### Payment locations

Duke Energy recommends customers use either direct payment options or company-authorized payment locations. To find a paystation near you, visit us at [duke-energy.com](http://duke-energy.com) or call 888.893.9392. Payment locations that are not part of the authorized Duke Energy network cannot guarantee timely transfer of payment to Duke Energy, which can result in accounting delays and in some instances disconnections for nonpayment.

### Make bill paying easier

- **e-bill:** view and pay your electric bill online -- it's free, fast and secure.
- **Budget Bill:** take the peaks and valleys out of your residential electric bill.
- **Automatic Draft:** save time and postage by having your payments automatically drafted from your bank account each month.
- **Speedpay** allows customers to make a payment (via credit card, debit card or electronic check) at [duke-energy.com/progress](http://duke-energy.com/progress) or by calling 800.700.8744. This service is available 24/7 and includes a convenience charge by a third-party provider.
- **Electronic Check:** when you mail us a check as payment, you authorize us to convert your check into an electronic check payment or to process the payment as a check image.

**Mail your payments to:** Duke Energy P.O. Box 1004 Charlotte, NC 28201  
**For Online Bank Bill Pay Select:** Duke Energy Florida P.O. Box 1004 Charlotte, NC 28201

### Save energy and money

Duke Energy offers energy-efficiency programs to help you save money and energy, including a free Home Energy Check available online, via phone or mail, or in your home.

An optional home energy rating inspection including payback estimates can be conducted by a state certified rater for a fee, if desired. For more information, visit [duke-energy.com/save](http://duke-energy.com/save) or call 888.302.8348.

### Special needs customers

Florida Statutes establish a registration program available through county and municipal emergency management agencies for customers who may need special assistance during emergency evacuations and sheltering. Customers with special needs may contact their local emergency management agency for registration, and more information.

### Medically Essential Program

Duke Energy's Medically Essential Program identifies residential customers who are dependent on continuously electric-powered medical equipment. Participation in the program does not guarantee uninterrupted electric service. The program does not automatically extend electric bill due dates, nor does it provide priority restoration.

The benefits/guidelines of the Medically Essential Program include:

- Advanced notification of interruption of service due to nonpayment of electric bill and preplanned outages
- Advanced warning of hurricanes/major storms with emphasis on making proper arrangements
- Customers are required to pay their bills on time or will be subject to disconnection

To qualify, in accordance with Florida Statute Title XXVII Chapter 366.15:

- The patient must reside at the customer of record address
- Annually submit forms completed by Florida licensed physician. Required forms may be obtained from Duke Energy.
- Be dependent on continuously electric-powered medical equipment to avoid the loss of life or immediate hospitalization

In the event of loss of power, it is the customer's responsibility to have a power backup system for their medical equipment, as well as an action plan for proceeding to the nearest medical facility.

To apply for participation in the Medically Essential Program, please call 800.700.8744.

### Important safety reminders

- Stay away from power lines. Keep ladders and other objects at least 10 feet away from all overhead power lines, including service lines into your home.
- Always assume that a power line lying on the ground, on your car after an accident or hanging close to the ground is energized and dangerous and stay away. To report dangerous lines, call 800.228.8485.
- Activity near power lines can be life-threatening. Please use caution, and hire professionals when appropriate. Remember that tree limbs conduct electricity when in contact with a power line.

### Asset Securitization Charge

A charge to recover the costs associated with nuclear asset-recovery bonds. As approved by the Florida Public Service Commission in a financing order, all rights to the Asset Securitization Charge are owned by a Special Purpose Entity (SPE), and Duke Energy Florida is acting as the collection agent or servicer for the SPE until the bonds have been paid in full or legally discharged. This special low-cost financing reduces the total cost to customers.





# STATEMENT OF SERVICE

AUGUST 2019



2

ACCOUNT NUMBER

14217 76311

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

SOUTHERN HILLS PLTN 1 CDD  
2300 GLADES RD  
SUITE 410W  
BOCA RATON FL 33431

SERVICE ADDRESS  
5374 BROAD ST LITE,  
SOUTHERNHILLBLVD S/L

DUE DATE TOTAL AMOUNT DUE  
AUG 23 2019 3,355.06

NEXT READ DEPOSIT AMOUNT  
DATE ON OR ON ACCOUNT  
ABOUT 5,000.00

PIN: 340809449

## METER READINGS

PAYMENTS RECEIVED AS OF JUL 23 2019 3,355.18 THANK YOU

LS-1 017 LIGHTING SER COMPANY OWNED/MAINTAINED

BILLING PERIOD..07-02-19 TO 08-01-19 30 DAYS

CUSTOMER CHARGE			1.31
ENERGY CHARGE	4508 KWH @	2.92000¢	131.63
FUEL CHARGE	4508 KWH @	3.80500¢	171.53
ASSET SECURITIZATION CHARGE	4508 KWH @	0.02700¢	1.22

\*TOTAL ELECTRIC COST 305.69

EQUIPMENT RENTAL FOR:

18	DEC CONC WASHNG 16
37	DEC CON DB WASH 16
92	SV FLAGLER ACR 9500L

FIXTURE TOTAL 2,865.21

MAINTENANCE TOTAL 158.24

GROSS RECEIPTS TAX 7.84

MUNICIPAL FRANCHISE FEE 18.14

TOTAL CURRENT BILL 3,355.12

CREDIT BALANCE .06CR

TOTAL DUE THIS STATEMENT AUG 6 CORRECT \$3,355.06

537.310 - 1,328.60  
 131.004 - 1,207.95  
 131.007 - 798.50  
 etc

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account. Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 14%, Purchased Power 13%, Gas 73%, Oil 0%, Nuclear 0% (For 12 months ending June 30, 2019).

### ENERGY USE

DAILY AVG. USE -	150 KWH/DAY
USE ONE YEAR AGO -	150 KWH/DAY
*DAILY AVG. ELECTRIC COST -	\$110.97

## We're here to help. Contact us.

Visit [duke-energy.com](http://duke-energy.com) for self-service options, including address and phone number changes, reporting a power or streetlight outage, duplicate bills, account balance and history, e-bill, start, stop or move electric service requests and more.

Our most popular online features are now available for you to use on the go. Use your mobile device to view your account, view and pay your bill, report a power outage or request a streetlight repair, find a payment location and get Twitter updates. To enjoy the ease and convenience of our mobile site, visit [duke-energy.com](http://duke-energy.com).

**Reporting outages:** call **800.228.8485** or via the Web at [duke-energy.com/outage](http://duke-energy.com/outage)

**For Customer Service:** call **800.700.8744**. Business hours are 7 a.m. - 7 p.m. Monday through Friday.

**For Business customers:** call **877.372.8477** from 7 a.m. - 7 p.m. Monday through Friday. Our automated voice response system can address most of your service needs 24 hours a day. Please have your account number available.

**Para nuestros clientes que hablan Español:** Representantes bilingües están disponibles para asistirle de Lunes a Viernes de 7 a.m. - 7 p.m. Para obtener información o reportar problemas con su servicio eléctrico, favor de llamar al **800.700.8744**.

**Digging in your yard?** Whether you are planning to do it yourself or hire a professional call Florida's toll-free underground utility locating service before you dig at **811** or **800.432.4770**.

**Written inquiries and correspondence** (no bill payments please) :  
Duke Energy, P.O. Box 14042, St. Petersburg, FL 33733

### Payment information

The delinquent date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection.

### Payment locations

Duke Energy recommends customers use either direct payment options or company-authorized payment locations. To find a paystation near you, visit us at [duke-energy.com](http://duke-energy.com) or call **888.893.9392**. Payment locations that are not part of the authorized Duke Energy network cannot guarantee timely transfer of payment to Duke Energy, which can result in accounting delays and in some instances disconnections for nonpayment.

### Make bill paying easier

- **e-bill:** view and pay your electric bill online – it's free, fast and secure.
- **Budget Bill:** take the peaks and valleys out of your residential electric bill.
- **Automatic Draft:** save time and postage by having your payments automatically drafted from your bank account each month.
- **Speedpay** allows customers to make a payment (via credit card, debit card or electronic check) at [duke-energy.com/progress](http://duke-energy.com/progress) or by calling **800.700.8744**. This service is available 24/7 and includes a convenience charge by a third-party provider.
- **Electronic Check:** when you mail us a check as payment, you authorize us to convert your check into an electronic check payment or to process the payment as a check image.

**Mail your payments to:** Duke Energy P.O. Box 1004 Charlotte, NC 28201  
**For Online Bank Bill Pay Select:** Duke Energy Florida P.O. Box 1004-Charlotte, NC 28201

### Save energy and money

Duke Energy offers energy-efficiency programs to help you save money and energy, including a free Home Energy Check available online, via phone or mail, or in your home.

An optional home energy rating inspection including payback estimates can be conducted by a state certified rater for a fee, if desired. For more information, visit [duke-energy.com/save](http://duke-energy.com/save) or call **888.302.8348**.

### Special needs customers

Florida Statutes establish a registration program available through county and municipal emergency management agencies for customers who may need special assistance during emergency evacuations and sheltering. Customers with special needs may contact their local emergency management agency for registration and more information.

### Medically Essential Program

Duke Energy's Medically Essential Program identifies residential customers who are dependent on continuously electric-powered medical equipment. Participation in the program does not guarantee uninterrupted electric service. The program does not automatically extend electric bill due dates, nor does it provide priority restoration.

The benefits/guidelines of the Medically Essential Program include:

- Advanced notification of interruption of service due to nonpayment of electric bill and preplanned outages
  - Advanced warning of hurricanes/major storms with emphasis on making proper arrangements
  - Customers are required to pay their bills on time or will be subject to disconnection
- To qualify, in accordance with Florida Statute Title XXVII Chapter 366.15:
- The patient must reside at the customer of record address
  - Annually submit forms completed by Florida licensed physician. Required forms may be obtained from Duke Energy.
  - Be dependent on continuously electric-powered medical equipment to avoid the loss of life or immediate hospitalization

In the event of loss of power, it is the customer's responsibility to have a power backup system for their medical equipment, as well as an action plan for proceeding to the nearest medical facility.

To apply for participation in the Medically Essential Program, please call **800.700.8744**.

### Important safety reminders

- Stay away from power lines. Keep ladders and other objects at least 10 feet away from all overhead power lines, including service lines into your home.
- Always assume that a power line lying on the ground, on your car after an accident or hanging close to the ground is energized and dangerous and stay away. To report dangerous lines, call **800.228.8485**.
- Activity near power lines can be life-threatening. Please use caution, and hire professionals when appropriate. Remember that tree limbs conduct electricity when in contact with a power line.

### Asset Securitization Charge

A charge to recover the costs associated with nuclear asset-recovery bonds. As approved by the Florida Public Service Commission in a financing order, all rights to the Asset Securitization Charge are owned by a Special Purpose Entity (SPE), and Duke Energy Florida is acting as the collection agent or servicer for the SPE until the bonds have been paid in full or legally discharged. This special low-cost financing reduces the total cost to customers.

## Southern Hills II Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
<b>Monthly Contract</b>				
Meritus Districts	9338	\$ 1,000.00		Management Services - October
<b>Monthly Contract Sub-Total</b>		<b>\$ 1,000.00</b>		
<b>Variable Contract</b>				
Clark & Albaugh, LLP	16715	\$ 114.00		Professional Services - thru 09/11/19
Clark & Albaugh, LLP	16716	42,406.17	<b>\$ 42,520.17</b>	Professional Services - thru 10/01/19
Egis	9708	4,768.00		Insurance - 10/01/19-10/01/20
Mcdirmitt Davis	41883	4,800.00		FY18 Accounting Services - 06/18/19
<b>Variable Contract Sub-Total</b>		<b>\$ 52,088.17</b>		
<b>Utilities</b>				
<b>Utilities Sub-Total</b>		<b>\$ 0.00</b>		
<b>Regular Services</b>				
DEO	74165	\$ 175.00		Special District Fee - 10/01/19
Tampa Bay Times	17360 092719	81.90		Meeting Schedule - 09/27/19
<b>Regular Services Sub-Total</b>		<b>\$ 256.90</b>		
<b>Additional Services</b>				
Gibbons Neuman	GN072219	\$ 945.00		Mediation - 07/22/19
Southern Hills Plantation I CDD	OMR0819 2	7,868.15		O&M Expense Reimbursement - August
<b>Additional Services Sub-Total</b>		<b>\$ 8,813.15</b>		
<b>TOTAL:</b>		<b>\$ 62,158.22</b>		

Approved (with any necessary revisions noted):

**Southern Hills II Community Development District  
Summary of Operations and Maintenance Invoices**

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

Signature

Printed Name

**Title (check one):**

Chairman  Vice Chairman  Assistant Secretary

**Meritus Districts**

2005 Pan Am Circle  
 Suite 300  
 Tampa, FL 33607

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

**INVOICE**

Invoice Number: 9338  
 Invoice Date: Oct 1, 2019  
 Page: 1

<b>Bill To:</b>
Southern Hills Plantation II 2005 Pan Am Circle Suite 300 Tampa, FL 33607

<b>Ship to:</b>

Customer ID	Customer PO	Payment Terms	
Southern Hills Plant		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		10/2/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - October		1,000.00

Subtotal	1,000.00
Sales Tax	
Total Invoice Amount	1,000.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,000.00</b>

REVIEWED dthomas 9/24/2019

*Clark & Albaugh, LLP*  
 700 W. Morse Blvd., Suite 101  
 Winter Park, Florida 32789

Phone: (407) 647-7600

Fax: (407) 647-7622

Southern Hills Plantation II CDD  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

October 1, 2019

**Attention:** Brian Howell, District Manager

File # 7716-001  
 Inv #: 16715

**RE:** General Matters

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Sep-11-19	review of draft agenda and advertisement; correspondence with management staff	0.40	114.00	SDC
	Totals	0.40	<u>\$114.00</u>	
	<b>Total Fee &amp; Disbursements</b>			<u>\$114.00</u>
	Previous Balance			8,002.50
	Previous Payments			5,217.00
	<b>Balance Now Due</b>			<u>\$2,899.50</u>

TAX ID Number 26-1572385

Received  
 OCT 03 2019

51460-3107

*[Handwritten Signature]*  
 10/5/19

*Clark & Albaugh, LLP*  
 700 W. Morse Blvd., Suite 101  
 Winter Park, Florida 32789

Phone: (407) 647-7600

Fax: (407) 647-7622

Southern Hills Plantation II CDD  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

October 1, 2019

**Attention:** Brian Howell, District Manager

File # 7716-002  
 Inv #: 16716

**RE:** v. CASHP 3, LLC, et al.  
 Case No. 2011-CA-989

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Aug-30-19	conference with all opposing counsel regarding pleading amendments and potential resolution; review of and conference regarding form of stipulated judgment	0.90	256.50	SDC
	review of and conference regarding form of stipulated judgment	0.70	199.50	SDC
	Reviewing and modifying draft stipulation and judgment prepared by attorney Jones.	2.70	729.00	MEA
Sep-03-19	review of amended answer and affirmative defenses and related correspondence; telephone call with opposing counsel	1.20	342.00	SDC
Sep-04-19	review of draft of judgment form and office conference regarding stipulation and process for concluding case; review of comparison of amended with prior pleadings	1.40	399.00	SDC
	Office conference with SDC regarding Boomerang's motion for leave to amend its answer; Reviewing and analyzing Boomerangs proposed new pleading..	1.30	351.00	MEA
	Drafting stipulation as to entry of foreclosure judgment.	1.40	378.00	MEA

REVIEWED thomas 10/28/2019

Sep-05-19	telephone call with both co-counsel; review of documents regarding amendment of pleading; review of analysis of amended pleading; review of form of judgment and stipulation; various correspondence regarding resolution of matter; coordination regarding hearing on case management motion	3.10	883.50	SDC
	Receiving and reviewing Order striking attorney Sampson's notice of withdrawal; Receiving and reviewing Court's notice of Sept 12 hearing on DEF Boomerang's motion for CMC; Office conference with SDC regarding same; Drafting motion for telephonic appearance; Drafting proposed order granting same; Efiling motion; Email correspondence from Clerk confirming receipt; Email correspondence from Clerk forwarding filed copies; Email correspondence to/from JA asking exception to submitting proposed order by mail.	1.80	486.00	MEA
Sep-06-19	review of partial MSJ regarding Tract L and office conference regarding same; review of draft of final judgment; correspondence with managers office regarding calculations ; additional work on judgment	2.60	741.00	SDC
	Office conference with SDC regarding Cascades 2's pleadings as to inferiority of Declaration 2; Reviewing Cascades 2's pleadings as to same; Email correspondence from Clerk confirming acceptance of motion for telephonic appearance.; Receiving and reviewing attorney Jones's motion to appear by telephone; Reviewing and evaluating DEF Boomerang's motion for partial summary judgment; Office conference with SDC regarding same; Continue drafting consent judgment.	6.90	1,863.00	MEA
Sep-09-19	office conference and review of form of shade notice; correspondence with manager regarding calculations; review of form of consent judgment; review of Boomerang's MSJ; telephone call with bondholder counsel	2.40	684.00	SDC
	Drafting notice of shaded meeting.	0.40	108.00	MEA



	Receiving and reviewing signed order granting DEF Boomerang's motion for leave to amend its answer and affirmative defenses; Receiving and reviewing signed order granting SDC's motion to appear telephonically at the CMC; Office conference with staff regarding setting up CourtCall.	0.20	54.00	MEA
Sep-10-19	review of form of judgment and compare legals; call to chairman; correspondence regarding legals; office conference; instructions regarding court call and court reporter	1.20	342.00	SDC
	Revising form of consent judgment.	0.30	81.00	MEA
Sep-11-19	review of versions of proposed judgment; telephone call with Collins; telephone call with Jones; telephone call with bondholder representative; hearing preparation	2.30	655.50	SDC
	Modifying proposed consent judgment; Receiving and reviewing correspondence from attorney Jones to Court; Receiving and reviewing order granting telephone appearance; Preparing for hearing.	1.60	432.00	MEA
Sep-12-19	attendance at case management conference	4.80	1,368.00	SDC
Sep-16-19	extensive correspondence regarding stipulated judgment; review of summary judgment motion and affidavit and correspondence regarding same; review of trial and motion exhibits	3.40	969.00	SDC
	Modifying motion for summary judgment; Modifying affidavit of Brian Lamb.	4.30	1,161.00	MEA
Sep-17-19	Drafting and efileing notice of filing deposition transcript; Email correspondence from Clerk confirming receipt in both cases; Email correspondence from Clerk forwarding filed copies in both cases; Office conference with SDC regarding incorporating alternative trial brief; Modifying motion for summary judgment to incorporate alternative trial brief.	1.50	405.00	MEA
Sep-18-19	Office conference with staff regarding obtaining copy of 9/12 hearing transcript.	0.10	27.00	MEA

Sep-19-19	telephone call with bondholder counsel; telephone call with chairman; various correspondence regarding proposed stipulation; office conference regarding trial preparation	2.20	627.00	SDC
	Email correspondence from Clerk confirming acceptance of filing of James Reed deposition transcript; Drafting and efileing notice of filing hearing transcript; Email correspondence from Clerk confirming receipt; Email correspondence from Clerk forwarding filed copy.	0.60	162.00	MEA
Sep-20-19	review of bondholder correspondence; telephone call with opposing counsel; attendance at board meeting regarding litigation	6.10	1,738.50	SDC
Sep-22-19	review of city documents and code regarding Tract L and plat process; review of relevant statutes and documents; trial preparation regarding testimony	3.50	997.50	SDC
Sep-23-19	telephone call with opposing counsel; various communications regarding trial presentation and stipulations; draft stipulation and further correspondence; preparation of witness testimony and trial exhibits; review of relevant legal documents	4.80	1,368.00	SDC
	Reviewing order setting trial for compliance dates; Continue drafting outline of Brian Lamb's testimony.	1.70	459.00	MEA
Sep-24-19	office conference with Rushnell; review of exhibits and trial preparation; witness preparation and supervision of exhibit preparation	6.50	1,852.50	SDC
	Email correspondence from Clerk confirming acceptance of notice of filing hearing transcript; Office conference with staff regarding status of certified copies of Notice of Establishment and Lien of Record; Office conference with staff regarding securing a court reporter for the trial; Various trial preparation; Continue drafting Brian Lamb's testimony outline; Compiling and preparing exhibits for trial.	5.90	1,593.00	MEA

Sep-25-19	continue trial preparation of witnesses, exhibits and other court filings	6.20	1,767.00	SDC
	General trial preparation; Drafting Witness List; Drafting Request for Judicial Notice.	2.90	783.00	MEA
Sep-26-19	continued trial preparation; review of exhibits and property appraiser records	4.50	1,282.50	SDC
	Email correspondence from JA regarding courtesy copies without proposed orders; Office conferences with SDC regarding trial preparation; Review transcript of Boomerang deposition as to effect of Lien of Record; Drafting response to DEF Boomerang's request for judicial notice; Office conference with SDC regarding same; Continue drafting and efileing PL's Request for Judicial Notice. Email correspondence from Clerk confirming receipt; Email correspondence from Clerk forwarding filed copies; Other miscellaneous trial preparation	6.40	1,728.00	MEA
Sep-27-19	continued trial preparation and witness preparation; review of legal authorities for preparation of argument	8.30	2,365.50	SDC
	Receiving and reviewing DEF TC-13's witness and exhibit lists; Drafting and efileing amended request for judicial notice; Email correspondence from Clerk confirming receipt; Email correspondence from Clerk forwarding filed copy; Telephone call with Clerk's office regarding labeling of exhibits; Follow-up email correspondence to/from Clerk's office regarding same; Other miscellaneous trial preparation.	6.30	1,701.00	MEA
Sep-28-19	review of defendant filing regarding witness and exhibits; correspondence with client	0.80	228.00	SDC
Sep-29-19	review of Boomerang discovery to identify new exhibits; review of case law regarding roadway legal argument; drafting opening and closing arguments	5.80	1,653.00	SDC
Sep-30-19	trial preparation; telephone call with opposing counsel; review of trial brief and other filings; correspondence with tax deed purchaser's	9.50	2,707.50	SDC

	counsel regarding trial; review of motion to intervene and authorities related to question			
	Final trial preparation.	7.10	1,917.00	MEA
Oct-01-19	attendance at trial	7.00	1,995.00	SDC
	Final preparation for and attendance at trial.	7.50	2,025.00	MEA
	Totals	150.10	<u>\$41,865.00</u>	

**DISBURSEMENTS**

Sep-04-19	Photocopies - Certified copy of Cascades at Southern Hills Plantation Phase Two plat book pages		9.00	
Sep-16-19	Court Reporter - Hearing before Judge Scaglione on 9/12/19		105.00	
Sep-19-19	Court Reporter - Hearing transcript for 9/12/19 hearing.		293.00	
Sep-24-19	Postage - FedEx box to Judge Scaglione, Hernando County Courthouse		7.70	
	Court Reporter - Board Meeting		120.00	
Sep-27-19	Postage - FedEx to Williams Realty and Investments, Inc.		6.47	
	Totals		<u>\$541.17</u>	
	<b>Total Fee &amp; Disbursements</b>			<u><b>\$42,406.17</b></u>
	Previous Balance			22,647.37
	<b>Balance Now Due</b>			<u><b>\$65,053.54</b></u>

TAX ID Number 26-1572385



# INVOICE

<b>Customer</b>	Southern Hills Plantation II Community Development District
<b>Acct #</b>	807
<b>Date</b>	09/17/2019
<b>Customer Service</b>	Charisse Bitner
<b>Page</b>	1 of 1

Southern Hills Plantation II Community Development District  
 c/o Meritus  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

Payment Information	
<b>Invoice Summary</b>	\$ 4,768.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#9708
100119344	

Thank You

Please detach and return with payment



Customer: Southern Hills Plantation II Community Development District

Invoice	Effective	Transaction	Description	Amount
9708	10/01/2019	Renew policy	Policy #100119344 10/01/2019-10/01/2020 Florida Insurance Alliance Package - Renew policy Due Date: 9/17/2019  <i>Gen. liab. - \$2298</i> <i>Pub off - \$2470</i>	4,768.00

				<b>Total</b>
				\$ 4,768.00
				<b>Thank You</b>

FOR PAYMENTS SENT OVERNIGHT:  
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

<b>Remit Payment To: Egis Insurance Advisors, LLC</b>	(321)233-9939	<b>Date</b>
Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	sclimer@egisadvisors.com	09/17/2019

REVIEWEDdthomas 10/28/2019

# MCDIRMIT DAVIS

CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

934 N. Magnolia Ave.  
Suite 100  
Orlando, FL 32803

(407) 843-5406  
www.mcdirmitdavis.com

SOUTHERN HILLS PLANTATION II CDD  
2005 PAN AM CIRCLE  
SUITE 120  
TAMPA, FL 33607

Date: 6/18/2019  
Invoice Number: 41883  
Client: 27271.

---

Accounting services rendered in connection with the preparation and issuance of audited financial statements for SOUTHERN HILLS PLANTATION II CDD for the year ended September 30, 2018.

Total Due This Invoice \$4,800.00

Thank you for your business.

**Florida Department of Economic Opportunity, Special District Accountability Program**  
**FY 2019/2020 Special District Fee Invoice and Update Form**  
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

<b>Invoice No.:</b> 74165			<b>Date Invoiced:</b> 10/01/2019
<b>Annual Fee:</b> \$175.00	<b>Late Fee:</b> \$0.00	<b>Received:</b> \$0.00	<b>Total Due, Postmarked by 12/02/2019:</b> \$175.00

**STEP 1:** Review the following information, make changes directly on the form, and sign and date:

**1. Special District's Name, Registered Agent's Name, and Registered Office Address:**

**Southern Hills Plantation II Community Development District**  
 Mr. Brian Lamb  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607



**Received**  
 OCT 04 2019

- 2. Telephone:** (813) 397-5121
- 3. Fax:** (813) 873-7070
- 4. Email:** Brian.Lamb@merituscorp.com
- 5. Status:** Independent
- 6. Governing Body:** Elected
- 7. Website Address:** www.shplantation2cdd.org
- 8. County(ies):** Hernando
- 9. Function(s):** Community Development
- 10. Boundary Map on File:** 10/18/2004
- 11. Creation Document on File:** 08/24/2004
- 12. Date Established:** 08/02/2004
- 13. Creation Method:** Local Ordinance
- 14. Local Governing Authority:** City of Brooksville
- 15. Creation Document(s):** City Ordinance 677
- 16. Statutory Authority:** Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds:** Yes
- 18. Revenue Source(s):** Assessments
- 19. Most Recent Update:** 10/05/2018

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: *Brian Lamb* Date 10/4/19

**STEP 2:** Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at [www.Floridajobs.org/SpecialDistrictFee](http://www.Floridajobs.org/SpecialDistrictFee) or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following 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 verified.

- 1. \_\_\_ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
- 2. \_\_\_ This special district is in compliance with the reporting requirements of the Department of Financial Services.
- 3. \_\_\_ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2017/2018 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: \_\_\_ Denied: \_\_\_ Reason: \_\_\_\_\_

**STEP 3:** Make a copy of this form for your records.

**STEP 4:** Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

REVIEWED by Thomas 10/28/2019

# Tampa Bay Times

tampabay.com

Times Publishing Company  
 DEPT 3396  
 PO BOX 123396  
 DALLAS, TX 75312-3396  
 Toll Free Phone: 1 (877) 321-7355  
 Fed Tax ID 59-0482470

## ADVERTISING INVOICE

<b>Advertising Run Dates</b>		<b>Advertiser Name</b>	
09/27/19		SOUTHERN HILLS PLANTATION II	
<b>Billing Date</b>	<b>Sales Rep</b>	<b>Customer Account</b>	
09/27/2019	Deirdre Almeida	69893	
<b>Total Amount Due</b>		<b>Ad Number</b>	
\$81.90		0000017360	

### PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
09/27/19	09/27/19	0000017360	Times	Legals CLS	Meeting Schedule	1	2x48 L	\$79.90
09/27/19	09/27/19	0000017360	Tampabay.com	Legals CLS	Meeting Schedule AffidavitMaterial	1	2x48 L	\$0.00 \$2.00

51300-4801  
 10-3-19  
 GL

REVIEWEDdthomas 10/23/2019

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

# Tampa Bay Times

tampabay.com

DEPT 3396  
 PO BOX 123396  
 DALLAS, TX 75312-3396  
 Toll Free Phone: 1 (877) 321-7355

<b>Advertising Run Dates</b>		<b>Advertiser Name</b>	
09/27/19		SOUTHERN HILLS PLANTATION II	
<b>Billing Date</b>	<b>Sales Rep</b>	<b>Customer Account</b>	
09/27/2019	Deirdre Almeida	69893	
<b>Total Amount Due</b>		<b>Ad Number</b>	
\$81.90		0000017360	

#### ADVERTISING INVOICE

Thank you for your business.

**DO NOT SEND CASH BY MAIL**

PLEASE MAKE CHECK PAYABLE TO: TIMES PUBLISHING COMPANY

Received

OCT 02 2019

SOUTHERN HILLS PLANTATION II  
 2005 PAN AM CIRCLE #300  
 TAMPA, FL 33607

REMIT TO:

Times Publishing Company  
 DEPT 3396  
 PO BOX 123396  
 DALLAS, TX 75312-3396



**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA  
COUNTY OF Hernando, Citrus

} ss

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Advertising Representative of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Meeting Schedule** was published in **Tampa Bay Times: 9/27/19** in said newspaper in the issues of **Baylink Hernando Citrus**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hernando, Citrus County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this **.09/27/2019**

Signature of Notary Public

Personally known       X       or produced identification

Type of identification produced \_\_\_\_\_

**NOTICE OF REGULAR BOARD MEETING SCHEDULE  
FISCAL YEAR 2020  
SOUTHERN HILLS PLANTATION II  
COMMUNITY DEVELOPMENT DISTRICT**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Southern Hills Plantation II Community Development District has scheduled their Regular Board Meetings for Fiscal Year 2020 to be held at the Southern Hills Temp Clubhouse located at 19761 Fort King Run, Brooksville, FL 34601 on the following dates at 10:30 a.m.:

October 11, 2019	10:30 a.m.
November 08, 2019	10:30 a.m.
December 13, 2019	10:30 a.m.
January 10, 2020	10:30 a.m.
February 14, 2020	10:30 a.m.
March 13, 2020	10:30 a.m.
April 10, 2020	10:30 a.m.
May 08, 2020	10:30 a.m.
June 12, 2020	10:30 a.m.
July 10, 2020	10:30 a.m.
August 14, 2020	10:30 a.m.
September 11, 2020	10:30 a.m.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that interested persons can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

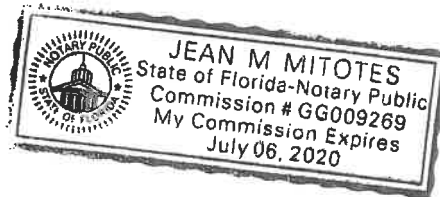
Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

If any person decides to appeal any decision made by the Board with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made, at his or her own expense, and which record includes the testimony and evidence on which the appeal is based.

Brian Lamb  
District Manager

Run Date: 09/27/2019

0000017360



# GIBBONS | NEUMAN

ATTORNEYS AT LAW

Elizabeth P. Allen<sup>1</sup>  
Georgi Angelov  
John R. "Jack" Bello, Jr.  
D. Steven Burwell  
Gary A. Gibbons  
Kirk M. Gibbons<sup>4</sup>

3321 Henderson Boulevard • Tampa, Florida 33609  
www.gibblaw.com  
P (813) 877-9222 • F (813) 877-9290

Patti W. Halloran  
Rod B. Neuman<sup>2</sup>  
Loretta C. O'Keeffe  
Larry M. Segall  
Victor H. Veschio<sup>3</sup>  
Beverly J. White<sup>4</sup>

<sup>1</sup> LLM in Elder Law  
<sup>4</sup> Of Counsel

<sup>2</sup> Certified Mediator  
<sup>3</sup> Also Admitted in DC

July 22, 2019

Scott D. Clark, Esquire  
Attorneys for Plaintiff CDD

Email: [malbaugh@winterparklawyers.com](mailto:malbaugh@winterparklawyers.com)

Jason Sampson, Esquire  
Edward W. Collins, Esquire  
Attorneys for Defendant Boomerang SH, LLC

[jsampson@venerablelawfirm.com](mailto:jsampson@venerablelawfirm.com)  
[bcollins@venerablelawfirm.com](mailto:bcollins@venerablelawfirm.com)

Wesley K. Jones, Esquire  
Attorney for Defendant TC 13, LLC

[wjones@bushross.com](mailto:wjones@bushross.com)  
[ptorrey@bushross.com](mailto:ptorrey@bushross.com)

## INVOICE

RE: Mediation - Southern Hills Plantation II CDD vs CASHP 3, LLC; Boomerang SH, LLC; TC 13, LLC; Southern Hills Plantation HOA and Boomerang SH, LLC; Cascades at Southern Hills Residents' Association, II, Inc., et al.  
Hernando County Case No.: 2011-CA-989  
GN File No.: 32307.29427

Review Summary. Telephone discussion with counsel re: issues	1.0 hrs	
Attend Mediation	6.1 hrs	
Prepare Mediation Results Report. Letter to counsel	0.4 hrs	
Total Professional Services @ \$375.00/hr.	7.5 hrs	\$2,835.00

### To be divided as follows:

<b>Southern Hills Plantation II CDD (1/3<sup>rd</sup>)</b>	<b>\$945.00</b>
<b>Boomerang SH, LLC (1/3<sup>rd</sup>)</b>	<b>\$945.00</b>
<b>TC 13, LLC (1/3<sup>rd</sup>)</b>	<b>\$945.00</b>

Thank you.

REVIEWEDDthomas 10/25/2019

7714-002

# Southern Hills Plantation I CDD

# INVOICE

2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Phone 561.571.0010 Fax 561.571.0013

**DATE:** 31-Aug-2019  
**INVOICE #** OMR0819-2  
**DUE:** UPON RECEIPT

**Bill To:**  
Southern Hills Plantation II CDD  
Attn: Teresa Farlow  
2005 Pan Am Circle, Suite 120  
Tampa, FL 33607

Received  
OCT 04 2019

TYPE	DESCRIPTION	AMOUNT
OMR	Operation & Maintenance Expense Reimbursement	\$ 7,868.15
<b>TOTAL</b>		<b>\$ 7,868.15</b>

Make all checks payable to Southern Hills Plantation I CDD

If you have any questions regarding this invoice please contact Katherine Vemeyer at 561-571-0010 ext. 304.

REVIEWEDdthomas 10/24/2019

P.O. Box 744939  
Atlanta, GA 30374-4939

Date	Invoice #
8/31/2019	3133A

<b>Bill To</b>
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	Aquatic Lake Maintenance	3,900.00	3,900.00
<b>Total</b>			<b>\$3,900.00</b>

SEP 04 REC'D

Go  
OCS  
LAKE MAINT.  
132



# Sitex Land LLC

P.O. Box 744941  
Atlanta, GA 30374-4941  
941-468-6267

office@sitexlandscape.com

# Invoice

Date	Invoice #
7/1/2019	7256

Bill To  
 Southern Hills Plantation 1 CDD  
 9220 Bonita Beach Rd. #214  
 Bonita Springs, FL 34135

AUG 20 2019

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Landscape Maintenance CDD	7,207.92	7,207.92
<b>Total</b>			<b>\$7,207.92</b>

*Ch*



# Sitex Land LLC

P.O. Box 744941  
Atlanta, GA 30374-4941

941-468-6267

office@sitexlandscape.com

# Invoice

Date	Invoice #
8/2/2019	7790

<b>Bill To</b>
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Landscape Maintenance CDD	7,207.92	7,207.92
		<b>Total</b>	<b>\$7,207.92</b>

*GS SHARED*



# Sitex Land LLC

P.O. Box 744941  
Atlanta, GA 30374-4941

941-468-6267

office@sitexlandscape.com

# Invoice

Date	Invoice #
8/8/2019	7798

<b>Bill To</b>
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

AUG 20 2019

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	I did a wet check along the main blvd., and continued on changing out the bad popups and rotors. Due to the system not running for so long, the seals in the heads have dried out and cracked. I replaced several popups, and rotors, and raised heads that were to low. Also I changed out several clogged nozzles that were full of dirt and debris. I also cleaned out from around a lot of heads that were trapped under the sod, and also straightened up a lot of heads that were bent and crooked for proper coverage. I also repaired a broken 3/4" lateral line near the front annual bed, on the entry side of Blvd.		
7	Rainbird 6" popups	14.25	99.75
5	Rainbird 4" popups	11.25	56.25
6	Hunter PCP Rotors	30.00	180.00
14	Rainbird nozzles	3.00	42.00
8	1/2" Poly risers	1.50	12.00
4	1/2" Poly nipples	1.50	6.00
5	3/4" Poly risers	1.50	7.50
1	3/4" Slip fix	15.50	15.50
1	3/4" Coupling	1.75	1.75
2.5	Labor	74.50	186.25
<b>Total</b>			<b>\$607.00</b>

*GA*  
*IRR - R+M*  
*5/19/20*



# Sitex Land LLC

P.O. Box 744941  
Atlanta, GA 30374-4941

941-468-6267

office@sitexlandscape.com

# Invoice

Date	Invoice #
8/14/2019	7807

<b>Bill To</b>
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

AUG 20 2019

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Straightening and bracing crepe myrtles on Southern Hills Boulevard and US 41 total 6 crepe myrtles	570.00	570.00
		<b>Total</b>	<b>\$570.00</b>

SHARED





# Sitex Land LLC

P.O. Box 744941  
Atlanta, GA 30374-4941

941-468-6267

office@sitexlandscape.com

# Invoice

Date	Invoice #
8/20/2019	7831

Bill To
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

AUG 20 2019

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Irrigation Repair - In doing a wet check along the main Blvd., I changed out seven, 6" popups that had bad seals and also changed out four rotors that were no longer oscillating. These were on zones 7, 25,27,30. Parts used=	0.00	0.00
7	Rainbird 6" popups	14.25	99.75
4	Hunter PGP Rotors	30.00	120.00
1.5	Labor	74.50	111.75
<b>Total</b>			<b>\$331.50</b>

CA  
IRR. P&M  
137  
SHARES



# Sitex Land LLC

P.O. Box 744941  
Atlanta, GA 30374-4941

941-468-6267

office@sitexlandscape.com

# Invoice

Date	Invoice #
8/27/2019	7837

<b>Bill To</b>
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

AUG 8 9 REC'D

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Southern Hills CDD - Along the main Blvd., on the entry side, there was a small mainline leak. I dug up main and followed the path of the pipe to find the leak. I found the leak was at a bell end of the main. I cut out and repaired. We have had a lot of problems with mainline leaks in the past. Parts used=	0.00	0.00
1	3" Slip fix	75.00	75.00
1	3" coupling	5.75	5.75
3	Labor	74.50	223.50
<b>Total</b>			<b>\$304.25</b>

OK  
IRR REM  
138  
SHARED



# Sitex Land LLC

P.O. Box 744941  
Atlanta, GA 30374-4941

941-468-6267

office@sitexlandscape.com

# Invoice

Date	Invoice #
9/5/2019	7872

<b>Bill To</b>
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Irrigation Repair -Southern Hills CDD - I arrived onto property and found that there was a steady flow of water running over the curb and into the storm drain along the main Blvd. After doing some troubleshooting, I found that zone 3 valve, was not closing all the way (weeping valve), and was allowing water to pass through and trickle out from the heads. I tracked the two-wire path and eventually found the valve, that was under a big saw grass bed. I took the valve apart and rebuilt it, replacing the diaphragm and the solenoid. I tested valve several times, and found that it now works properly. Parts used =	0.00	0.00
1	Irritrol 1-1/2" diaphragm	65.00	65.00
1	Irritrol 205S Solenoid	30.00	30.00
2	DBR wire connectors	6.00	12.00
2	Waterproof wire nuts	2.00	4.00
2.5	Labor	74.50	186.25
	539.461 - 117.71		
	131.006 - 105.78		
	131.007 - 70.75		
	001		
<b>Total</b>			<b>\$297.25</b>

Ca  
IRR. R<sub>139</sub>/M



STATEMENT OF SERVICE

SEPTEMBER 2019



ACCOUNT NUMBER 14217 76311

FOR CUSTOMER SERVICE OR PAYMENT LOCATIONS CALL: 1-877-372-8477
WEB SITE: www.duke-energy.com
TO REPORT A POWER OUTAGE: 1-800-228-8485

SOUTHERN HILLS PLTN 1 CDD
2300 GLADES RD
SUITE 410W
BOCA RATON FL 33431
SERVICE ADDRESS
5374 BROAD ST LITE,
SOUTHERNHILLBLVD S/L

DUE DATE SEP 24 2019 TOTAL AMOUNT DUE 3,355.26
NEXT READ DATE ON OR ABOUT DEPOSIT AMOUNT ON ACCOUNT 5,000.00

PIN: 340809449
METER READINGS

Handwritten notes: 537.310 - 1,328.68; 131.006 - 1,228.03; 131.007 - 798.55; 001

Table with columns for charges and amounts. Includes rows for PAYMENTS RECEIVED AS OF AUG 22 2019 (3,355.06), LS-1 017 LIGHTING SER COMPANY OWNED/MAINTAINED, BILLING PERIOD, CUSTOMER CHARGE (1.31), ENERGY CHARGE (131.63), FUEL CHARGE (171.53), ASSET SECURITIZATION CHARGE (1.35), \*TOTAL ELECTRIC COST (305.82), EQUIPMENT RENTAL FOR, FIXTURE TOTAL (2,865.21), MAINTENANCE TOTAL (158.24), GROSS RECEIPTS TAX (7.84), MUNICIPAL FRANCHISE FEE (18.15), TOTAL CURRENT BILL (3,355.26), and TOTAL DUE THIS STATEMENT (\$3,355.26).

SEP 06 RECD

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account. To help us repair malfunctioning streetlights, quickly: 1. Call us at 1-800-228-8485 or visit duke-energy.com/lightrepair 2. Provide us with the light's location and your contact information 3. Specific addresses, landmarks and directions work best

ENERGY USE
DAILY AVG. USE - 155 KWH/DAY
USE ONE YEAR AGO - 155 KWH/DAY
\*DAILY AVG. ELECTRIC COST -\$114.80

BF\_BL\_DEF\_20190830\_211842\_2.CSV-447-000001229

DETACH AND RETURN THIS SECTION MM 0001689 BILL # 1 OF 2 GRP 1265

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 14217 76311

000447 000001229

SOUTHERN HILLS PLTN 1 CDD
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

P.O. BOX 1004
CHARLOTTE,
NC 28201-1004

DUE DATE SEP 24 2019

TOTAL DUE 3,355.26

PLEASE ENTER AMOUNT PAID

14217763118000003355260000000000000000000033552600100000000009



# INVOICE

# INV-000144



Balance Due  
**\$1,343.25**

AUG 22 2019

**Tampa Bay Irrigation LLC**  
8115 N 13th St  
Tampa Florida 33604  
U.S.A

Bill To  
**Southern Hills CDD**

Invoice Date : 22 Aug 2019  
Terms : Due on Receipt  
Due Date : 22 Aug 2019

#	Item & Description	Qty	Rate	Amount
1	Labor	18.85	65.00	1,225.25
2	3" PVC Fittings misc.	1.00	78.00	78.00
3	80lb thrust blocks	2.00	20.00	40.00

Sub Total 1,343.25

Total **\$1,343.25**

Balance Due **\$1,343.25**

*Handwritten notes:*  
A circled blue bubble around the \$1,343.25 balance due amount.  
A blue checkmark and the initials "IRP." are written above the bubble.  
The initials "R&M" are written below the bubble.  
The name "SHARON" is written in blue ink at the bottom right of the page.

### Notes

Repaired 3" mainline. Excavated 5 feet down on south side of entry way Blvd. Found blown 3" fitting for line that feeds island valves.  
Repaired Mainline, thrust blocked, pressure tested, and backfilled.

Thank you for you business!

## Southern Hills II Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
<b>Monthly Contract</b>				
Meritus Districts	9424	\$ 1,000.00		Management Services - November
<b>Monthly Contract Sub-Total</b>		<b>\$ 1,000.00</b>		
<b>Variable Contract</b>				
Clark & Albaugh, LLP	16746	\$ 1,459.75		Professional Services - General Matters - 11/01/19
Clark & Albaugh, LLP	16747	9,185.96	<b>\$ 10,645.71</b>	Professional Services - v. CASHP 3 - 11/01/19
<b>Variable Contract Sub-Total</b>		<b>\$ 10,645.71</b>		
<b>Utilities</b>				
<b>Utilities Sub-Total</b>		<b>\$ 0.00</b>		
<b>Regular Services</b>				
<b>Regular Services Sub-Total</b>		<b>\$ 0.00</b>		
<b>Additional Services</b>				
Southern Hills Plantation I CDD	OMR0919 2	\$ 4,092.00		O&M Expense Reimbursement - September
<b>Additional Services Sub-Total</b>		<b>\$ 4,092.00</b>		
<b>TOTAL:</b>		<b>\$ 15,737.71</b>		

Approved (with any necessary revisions noted):

## Southern Hills II Community Development District Summary of Operations and Maintenance Invoices

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

Signature

Printed Name

**Title (check one):**

Chairman  Vice Chairman  Assistant Secretary



**Meritus Districts**

2005 Pan Am Circle  
Suite 300  
Tampa, FL 33607

**INVOICE**

Invoice Number: 9424  
Invoice Date: Nov 1, 2019  
Page: 1

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

<b>Bill To:</b>
Southern Hills Plantation II 2005 Pan Am Circle Suite 300 Tampa, FL 33607

<b>Ship to:</b>

Customer ID	Customer PO	Payment Terms	
Southern Hills Plant		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		11/2/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - November		1,000.00

Subtotal	1,000.00
Sales Tax	
Total Invoice Amount	1,000.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,000.00</b>

REVIEWED thomas 10/29/2019

*Clark & Albaugh, LLP*  
 700 W. Morse Blvd., Suite 101  
 Winter Park, Florida 32789

Received  
 NOV 04 2019

Phone: (407) 647-7600

Fax: (407) 647-7622

Southern Hills Plantation II CDD  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

November 1, 2019

**Attention:** Brian Howell, District Manager

File # 7716-001  
 Inv #: 16746

**RE:** General Matters

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-21-19	Reviewing client's demand form; Reviewing statute; Office conference with SDC regarding same.	0.20	54.00	MEA
Oct-22-19	matters regarding claim on tax deed surplus proceeds; telephone call with chairman	0.90	256.50	SDC
	Additional research as to claiming surplus funds from tax deed sale; Preparing compliant affidavit of claim; Drafting letter to Clerk transmitting same.	3.70	999.00	MEA
Oct-24-19	correspondence with clerk's office regarding surplus funds status	0.20	57.00	SDC
Oct-30-19	review of and communications regarding correspondence from Boomerang	0.30	85.50	SDC
	Totals	5.30	\$1,452.00	

**DISBURSEMENTS**

Oct-22-19	Postage - Certified package to Doug Chorvat, Jr., Hernando County Clerk		7.75	
	Totals		\$7.75	

REVIEWEDDthomas 12/5/2019

**Total Fee & Disbursements**

\$1,459.75

Previous Balance

2,899.50

**Balance Now Due**

\$4,359.25

TAX ID Number 26-1572385

11/5/19  


**Clark & Albaugh, LLP**  
 700 W. Morse Blvd., Suite 101  
 Winter Park, Florida 32789

Phone: (407) 647-7600

Fax: (407) 647-7622

Southern Hills Plantation II CDD  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

November 1, 2019

**Attention:** Brian Howell, District Manager

File # 7716-002  
 Inv #: 16747

**RE:** v. CASHP 3, LLC, et al.  
 Case No. 2011-CA-989

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-03-19	review of opposition to intervention; correspondence with counsel regarding cases status and strategy	0.60	171.00	SDC
	Drafting response in opposition to Williams Realty's emergency motion to intervene.	4.90	1,323.00	MEA
Oct-04-19	modifications to memo opposing intervention; review of prior lis pendens legal and comparison with deed records	0.80	228.00	SDC
	Continue drafting response to Williams Realty's motion to intervene.	3.80	1,026.00	MEA
Oct-07-19	review of draft of memorandum; review of cases	0.80	228.00	SDC
	Finalized and efiled Response to Williams Realty's motion to intervene in both cases; Email correspondence from Clerk confirming receipt in both cases; Email correspondence forwarding filed copy in both cases; Drafting letter to Judge Scaglione transmitting courtesy copy of Response; Email correspondence to all counsel serving copy of letter to Judge Scaglione; Begin drafting memorandum in support of final judgment.	1.70	459.00	MEA

REVIEWED dt Thomas 12/5/2019

Oct-08-19	office conferences regarding post trial memorandum; review of draft of memorandum	1.40	399.00	SDC
	Email correspondence from Clerk confirming acceptance of Response to Williams Realty's motion to intervene; Continue drafting memorandum in support of final judgment.	5.60	1,512.00	MEA
Oct-09-19	review of and edits to court submittals; correspondence	1.00	285.00	SDC
	Continue drafting memorandum; Office conference with staff regarding Fed Ex transmittals; Drafting letter to Court transmitting proposed judgment and memorandum.	3.50	945.00	MEA
Oct-10-19	revise memorandum and correspondence to court regarding judgment	0.40	114.00	SDC
Oct-11-19	review of correspondence and other filings by Boomerang and office conference regarding same	1.20	342.00	SDC
	Receiving and reviewing DEF Boomerang's response to Williams Realty's motion to intervene; Reviewing Boomerang's proposed judgment.	0.30	81.00	MEA
Oct-14-19	Email correspondence from Clerk confirming acceptance of memorandum.	0.10	27.00	MEA
Oct-15-19	Receiving and reviewing order granting stipulation as to substitution of counsel for Boomerang; Receiving and reviewing order granting stipulation as to substitution of counsel for TC-13; Receiving and reviewing order granting Williams Realty's motion to intervene.	0.20	54.00	MEA
Oct-16-19	Receiving and reviewing Boomerang's motion to strike PL's memorandum in support of entry of judgment; Drafting and e-filing in both consolidated cases PL's response to same; Email correspondence from Clerk confirming receipt in both consolidated cases; Email correspondence from Clerk forwarding copies filed in both consolidated cases; Receiving and reviewing email correspondence from attorney Collins to Court regarding Boomerang's	4.70	1,269.00	MEA

motion; Email correspondence to Court forwarding courtesy copy of PL's response; Receiving and reviewing various orders.

Oct-17-19	Email correspondence from Clerk confirming acceptance of response to DEF Boomerang's motion to strike.	0.10	27.00	MEA
Oct-18-19	Drafting motion to withdraw as counsel for PL CDD.	0.30	81.00	MEA
Oct-28-19	telephone call with clerk regarding form of judgment	0.30	85.50	SDC
Oct-29-19	communications from clerk regarding form of judgment; correspondence between clerk and JA	0.40	114.00	SDC
Oct-30-19	review of and correspondence regarding draft form of judgment posted	0.30	85.50	SDC
	Receiving and reviewing judgment; Office conference with SDC regarding same.	0.20	54.00	MEA
	Totals	32.60	<u>\$8,910.00</u>	

**DISBURSEMENTS**

Oct-01-19	Court Reporter - Trial before Judge Scaglione	250.00
Oct-07-19	Postage - FedEx to Judge Scaglione	6.49
Oct-10-19	Postage - FedEx to Judge Scaglione	6.49
	Postage - FedEx to Wesley K. Jones, Esq.	6.49
	Postage - FedEx to William Collins, Esq.	6.49
	Totals	<u>\$275.96</u>

<b>Total Fee &amp; Disbursements</b>	<b>\$9,185.96</b>
Previous Balance	65,053.54
<b>Balance Now Due</b>	<b><u>\$74,239.50</u></b>

TAX ID Number 26-1572385



# Southern Hills Plantation I CDD

# INVOICE

2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431  
 Phone 561.571.0010 Fax 561.571.0013

**DATE:** 30-Sep-2019  
**INVOICE #** OMR0919-2  
**DUE:** UPON RECEIPT

**Bill To:**  
 Southern Hills Plantation II CDD  
 Attn: Teresa Farlow  
 2005 Pan Am Circle, Suite 120  
 Tampa, FL 33607

TYPE	DESCRIPTION	AMOUNT
OMR	Operation & Maintenance Expense Reimbursement	\$ 4,092.00
<b>TOTAL</b>		<b>\$ 4,092.00</b>

Make all checks payable to Southern Hills Plantation I CDD

If you have any questions regarding this invoice please contact Katherine Vemeyer at 561-571-0010 ext. 304.

Received

NOV 07 2019

REVIEWEDdtthomas 12/2/2019



# Sitex Land LLC

P.O. Box 744941  
Atlanta, GA 30374-4941

941-468-6267

office@sitexlandscape.com

# Invoice

Date	Invoice #
9/12/2019	7888

<b>Bill To</b>
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

1300

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Went through zones along main blvd. performing a wet check. I replaced ten, 6" popups that had stuck up shafts. I replaced heads due to worn out springs not allowing heads to retract after they pop-up. Also found that zone 6, is weeping. The diaphragm is not closing all the way, allowing water to seep through the heads. I tracked and located valve and turned off flow control. I ordered new valve, and will replace next week	0.00	0.00
10	Rainbird 6" popups	14.25	142.50
6	Rainbird Nozzles	3.00	18.00
2	1/2" Street 90's	1.75	3.50
1.5	Labor	74.50	111.75
	539.463 - 109.20		
	131.006 - 100.92		
	131.007 - 65.63		
<b>Total</b>			\$275.75

CA  
100. R+M  
152  
SHARED



# Invoice



## Sitex Land LLC

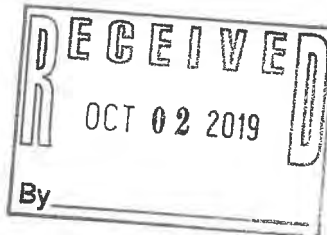
P.O. Box 744941  
Atlanta, GA 30374-4941

941-468-6267

office@sitexlandscape.com

Date	Invoice #
10/1/2019	8010

<b>Bill To</b>
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135



P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Landscape Maintenance CDD	7,207.92	7,207.92
	<p>539,461 - 2,854.34</p> <p>131,006 - 2,638.10</p> <p>131,007 - 1,715.48</p> <p>001</p>		
<b>Total</b>			\$7,207.92

CA SHARED

**P.O. Box 744939**  
**Atlanta, GA 30374-4939**

Date	Invoice #
9/30/2019	3187A

Bill To
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135



P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	September Aquatic Lake Maintenance	3,900.00	3,900.00
	<p>538.463 - 3,765.39</p> <p>131.006 - 81.57</p> <p>131.007 - 53.04</p> <p>001</p>		
<b>Total</b>			<b>\$3,900.00</b>

*CS*



# STATEMENT OF SERVICE

OCTOBER 2019



ACCOUNT NUMBER

14217 76311

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

SOUTHERN HILLS PLTN 1 CDD  
2300 GLADES RD  
SUITE 410W  
BOCA RATON FL 33431

SERVICE ADDRESS  
5374 BROAD ST LITE,  
SOUTHERNHILLBLVD S/L

DUE DATE TOTAL AMOUNT DUE  
OCT 23 2019 3,414.68

NEXT READ DEPOSIT AMOUNT  
DATE ON OR ON ACCOUNT  
ABOUT 5,000.00

PIN: 340809449

## METER READINGS

537.310 - 1352.21  
131.006 - 1249.77  
131.007 - 812.69  
001

PAYMENTS RECEIVED AS OF SEP 30 2019 3,355.26 THANK YOU

LS-1 017 LIGHTING SER COMPANY OWNED/MAINTAINED  
BILLING PERIOD..08-30-19 TO 10-01-19 32 DAYS

CUSTOMER CHARGE			1.31
ENERGY CHARGE	4538 KWH @	2.92000¢	132.51
FUEL CHARGE	4538 KWH @	3.80500¢	172.67
ASSET SECURITIZATION CHARGE	4538 KWH @	0.03000¢	1.36
			<hr/>
*TOTAL ELECTRIC COST			307.85

### EQUIPMENT RENTAL FOR:

18	DEC CONC WASHNG 16		
39	DEC CON DB WASH 16		
	QUANTITY	CHANGE	DATE
	2	Installed	09-19-2019
92	SV FLAGLER ACR 9500L		
4	54W MITCH LED PT CLR		
	QUANTITY	CHANGE	DATE
	4	Installed	09-19-2019

FIXTURE TOTAL	2,920.21
MAINTENANCE TOTAL	160.46
GROSS RECEIPTS TAX	7.89
MUNICIPAL FRANCHISE FEE	18.27
<hr/>	

TOTAL CURRENT BILL 3,414.68

TOTAL DUE THIS STATEMENT \$3,414.6

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account.



### ENERGY USE

DAILY AVG. USE - 142 KWH/DAY  
USE ONE YEAR AGO - 141 KWH/DAY  
\*DAILY AVG. ELECTRIC COST -\$105.89

BF\_BL\_DEF\_20191001\_232636\_2.CSV-434-000001254

DETACH AND RETURN THIS SECTION

MM 0001715

BILL # 1 OF 2 GRP 1262

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 14217 76311

000434 000001254



SOUTHERN HILLS PLTN 1 CDD  
2300 GLADES RD STE 410W  
BOCA RATON FL 33431-8556



P.O. BOX 1004  
CHARLOTTE,  
NC 28201-1004

DUE DATE

OCT 23 2019

TOTAL DUE

3,414.68

PLEASE ENTER  
AMOUNT PAID

14217763118000003414687000000000000000000000341468701000000000009 155



STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER 97029 56320

OCTOBER 2019

FOR CUSTOMER SERVICE OR PAYMENT LOCATIONS CALL: 1-877-372-8477
WEB SITE: www.duke-energy.com
TO REPORT A POWER OUTAGE: 1-800-228-8485

SOUTHERN HILLS PLTN 1 CDD
2300 GLADES RD
SUITE 410W
BOCA RATON FL 33431
SERVICE ADDRESS
19160 SOUTHERN HILLS BLVD,
MAIN ENT LIGHTING

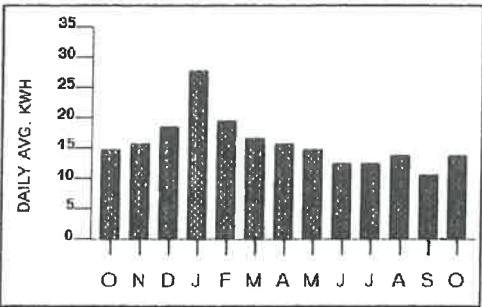
DUE DATE OCT 23 2019 TOTAL AMOUNT DUE 59.13
NEXT READ DATE ON OR ABOUT OCT 31 2019 DEPOSIT AMOUNT ON ACCOUNT 205.00

PIN: 340809449

METER READINGS

Table with meter readings: METER NO. 001088653, PRESENT (ACTUAL) 006237, PREVIOUS (ACTUAL) 005794, DIFFERENCE 000443, etc.

Table with charges: PAYMENTS RECEIVED AS OF SEP 30 2019 50.47 THANK YOU, GSD-1 070 GENERAL SERVICE - DEMAND SEC, BILLING PERIOD .08-30-19 TO 10-01-19 32 DAYS, ENERGY CHARGE 12.78, FUEL CHARGE 17.60, DEMAND CHARGE 10.70, ASSET SECURITIZATION CHARGE 0.85, \*TOTAL ELECTRIC COST 54.50, GROSS RECEIPTS TAX 1.40, MUNICIPAL FRANCHISE FEE 3.23, TOTAL CURRENT BILL 59.13, TOTAL DUE THIS STATEMENT \$59.13



ENERGY USE
DAILY AVG. USE - 14 KWH/DAY
USE ONE YEAR AGO - 15 KWH/DAY
\*DAILY AVG. ELECTRIC COST - \$1.70

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account.

BF\_BL\_DEF\_20191001\_232636\_2.CSV-435-000001254

DETACH AND RETURN THIS SECTION MM 0001716 BILL # 2 OF 2 GRP 1262

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 97029 56320

000435 000001254



SOUTHERN HILLS PLTN 1 CDD
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

P.O. BOX 1004
CHARLOTTE,
NC 28201-1004

DUE DATE OCT 23 2019

TOTAL DUE 59.13

PLEASE ENTER AMOUNT PAID

9702956320&000000059139000000000000000000000005913901000000000000 156

### Southern Hills II Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
<b>Monthly Contract</b>				
Meritus Districts	9527	\$ 1,002.10		Management Services - December
<b>Monthly Contract Sub-Total</b>		<b>\$ 1,002.10</b>		
<b>Variable Contract</b>				
Clark & Albaugh, LLP	16791	\$ 370.50		Professional Services - 12/03/19
Clark & Albaugh, LLP	16792	142.50	<b>\$ 513.00</b>	Professional Services - v. CASHP 3 - 12/03/19
<b>Variable Contract Sub-Total</b>		<b>\$ 513.00</b>		
<b>Utilities</b>				
<b>Utilities Sub-Total</b>		<b>\$ 0.00</b>		
<b>Regular Services</b>				
<b>Regular Services Sub-Total</b>		<b>\$ 0.00</b>		
<b>Additional Services</b>				
Southern Hills Plantation I CDD	OMR1019 2	\$ 1,576.90		O&M Expense Reimbursement - October
<b>Additional Services Sub-Total</b>		<b>\$ 1,576.90</b>		
<b>TOTAL:</b>		<b>\$ 3,092.00</b>		

Approved (with any necessary revisions noted):

Signature

Printed Name

**Southern Hills II Community Development District  
Summary of Operations and Maintenance Invoices**

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

**Title (check one):**

Chairman  Vice Chairman  Assistant Secretary

**Meritus Districts**

2005 Pan Am Circle  
 Suite 300  
 Tampa, FL 33607

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

**INVOICE**

Invoice Number: 9527  
 Invoice Date: Dec 1, 2019  
 Page: 1

<b>Bill To:</b>
Southern Hills Plantation II 2005 Pan Am Circle Suite 300 Tampa, FL 33607

<b>Ship to:</b>

Customer ID	Customer PO	Payment Terms	
Southern Hills Plant		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		12/2/19

Quantity	Item	Description	Unit Price	Amount
		District Management Services - December		1,000.00
		Postage - October		2.10

Subtotal	1,002.10
Sales Tax	
Total Invoice Amount	1,002.10
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,002.10</b>

REVIEWEDdthomas 12/2/2019

*Clark & Albaugh, LLP*  
700 W. Morse Blvd., Suite 101  
Winter Park, Florida 32789

Received  
DEC 05 2019

Phone: (407) 647-7600

Fax: (407) 647-7622

Southern Hills Plantation II CDD  
2005 Pan Am Circle, Suite 120  
Tampa, FL 33607

December 3, 2019

**Attention:** Brian Howell, District Manager

File # 7716-001

Inv #: 16791

**RE:** General Matters

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-18-19	correspondence and telephone call with Hernando clerk regarding surplus bid funds; telephone call with attorney for clerk regarding legal opinion on funds; additional correspondence with clerk regarding disbursement	1.30	370.50	SDC
	Totals	1.30	<u>370.50</u>	
	<b>Total Fee &amp; Disbursements</b>			<u>\$370.50</u>
	Previous Balance			4,359.25
	<b>Balance Now Due</b>			<u>\$4,729.75</u>

TAX ID Number 26-1572385





*Clark & Albaugh, LLP*  
700 W. Morse Blvd., Suite 101  
Winter Park, Florida 32789

Phone: (407) 647-7600

Fax: (407) 647-7622

Southern Hills Plantation II CDD  
2005 Pan Am Circle, Suite 120  
Tampa, FL 33607

December 3, 2019

**Attention:** Brian Howell, District Manager

File # 7716-002  
Inv #: 16792

**RE:** v. CASHP 3, LLC, et al.  
Case No. 2011-CA-989

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-06-19	review of correspondence from Collins to manager and chairman; conference with manager regarding response and litigation status; correspondence to Collins regarding communications	0.50	142.50	SDC
	Totals	0.50	<u>\$142.50</u>	
	<b>Total Fee &amp; Disbursements</b>			<u>\$142.50</u>
	Previous Balance			74,239.50
	Previous Payments			13,902.77
	<b>Balance Now Due</b>			<u>\$60,479.23</u>

TAX ID Number 26-1572385



# Southern Hills Plantation I CDD

# INVOICE

2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Phone 561.571.0010 Fax 561.571.0013

**DATE:** 31-Oct-2019  
**INVOICE #** OMR1019-2  
**DUE:** UPON RECEIPT

**Bill To:**  
Southern Hills Plantation II CDD  
Attn: Teresa Farlow  
2005 Pan Am Circle, Suite 120  
Tampa, FL 33607

Received  
DEC 02 2019

TYPE	DESCRIPTION	AMOUNT
OMR	Operation & Maintenance Expense Reimbursement	\$ 1,576.90
<b>TOTAL</b>		<b>\$ 1,576.90</b>

Make all checks payable to Southern Hills Plantation I CDD

If you have any questions regarding this invoice please contact Katherine Vemeyer at 561-571-0010 ext. 304.



# STATEMENT OF SERVICE



ACCOUNT NUMBER

14217 76311

NOVEMBER 2019

**FOR CUSTOMER SERVICE OR PAYMENT LOCATIONS CALL:**  
1-877-372-8477

**WEB SITE:** www.duke-energy.com

**TO REPORT A POWER OUTAGE:**  
1-800-228-8485

**SOUTHERN HILLS PLTN 1 CDD**  
2300 GLADES RD  
SUITE 410W  
BOCA RATON FL 33431

**SERVICE ADDRESS**  
5374 BROAD ST LITE,  
SOUTHERNHILLBLVD S/L

<b>DUE DATE</b> NOV 21 2019	<b>TOTAL AMOUNT DUE</b> 6,918.57
<b>NEXT READ DATE ON OR ABOUT</b>	<b>DEPOSIT AMOUNT ON ACCOUNT</b> 5,000.00

**PIN: 340809449**

### METER READINGS

537.310 - 1,387.54  
131.006 - 1282.42  
131.007 - 833.93  
04

### LS-1 017 LIGHTING SER COMPANY OWNED/MAINTAINED

BILLING PERIOD..10-01-19 TO 10-30-19 29 DAYS			
CUSTOMER CHARGE			1.31
ENERGY CHARGE	4584 KWH @	2.92000¢	133.85
FUEL CHARGE	4584 KWH @	3.80500¢	174.42
ASSET SECURITIZATION CHARGE	4584 KWH @	0.03000¢	1.38
*TOTAL ELECTRIC COST			310.96
EQUIPMENT RENTAL FOR:			
18	DEC CONC WASHNG	16	
39	DEC CON DB WASH	16	
92	SV FLAGLER ACR	9500L	
4	54W MITCH LED PT	CLR	
FIXTURE TOTAL			3,002.71
MAINTENANCE TOTAL			163.80
GROSS RECEIPTS TAX			7.97
MUNICIPAL FRANCHISE FEE			18.45
TOTAL CURRENT BILL			3,503.89
BALANCE FORWARD			3,414.68
<b>TOTAL DUE THIS STATEMENT</b>			<b>\$6,918.57</b>



Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account. If your previous unpaid balance has been paid, please disregard. Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 19%, Purchased Power 16%, Gas 65%, Oil 0%, Nuclear 0% (for prior 12 months ending September 30, 2019). Duke Energy will be closed on November 28 and 29, 2019. You may visit duke-energy.com for self-service options. To report an outage, please call our outage line at 800.228.8485.

**ENERGY USE**

DAILY AVG. USE - 158 KWH/DAY  
USE ONE YEAR AGO - 155 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$119.91

BF\_BL\_DEF\_20191030\_210351\_2.CSV-400-000001147

DETACH AND RETURN THIS SECTION

MM 0001529

BILL # 1 OF 2 GRP 1161

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 14217 76311

000400 000001147



SOUTHERN HILLS PLTN 1 CDD  
2300 GLADES RD STE 410W  
BOCA RATON FL 33431-8556

P.O. BOX 1004  
CHARLOTTE,  
NC 28201-1004

**DUE DATE**  
**NOV 21 2019**

**TOTAL DUE**  
**6,918.57**

PLEASE ENTER  
AMOUNT PAID

142177631180000069185770000034146870000035038930100000000009



# STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER

97029 56320

NOVEMBER 2019

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

SOUTHERN HILLS PLTN 1 CDD  
2300 GLADES RD  
SUITE 410W  
BOCA RATON FL 33431

SERVICE ADDRESS  
19160 SOUTHERN HILLS BLVD,  
MAIN ENT LIGHTING

DUE DATE TOTAL AMOUNT DUE  
NOV 21 2019 43.11

NEXT READ DEPOSIT AMOUNT  
DATE ON OR ON ACCOUNT  
ABOUT  
DEC 02 2019 130.00

PIN: 340809449

## METER READINGS

METER NO.	001088653
PRESENT (ACTUAL)	006688
PREVIOUS (ACTUAL)	006237
DIFFERENCE	000451
PRESENT ONPEAK	019796
PREVIOUS ONPEAK	019738
DIFFERENCE ONPEAK	000058
TOTAL KWH	451
ON PEAK KWH	58
PRESENT KW (ACTUAL)	0001.23
PRESENT PEAK KW	0001.23
BASE KW	1
ON-PEAK KW	1
LOAD FACTOR	64.8%

GSD-1 070 GENERAL SERVICE - DEMAND SEC  
BILLING PERIOD..10-01-19 TO 10-30-19 29 DAYS

CUSTOMER CHARGE		12.78
ENERGY CHARGE	451 KWH @ 2.83800¢	12.80
FUEL CHARGE	451 KWH @ 3.97400¢	17.92
DEMAND CHARGE	1 KW @ \$10.70000	10.70
ASSET SECURITIZATION CHARGE	451 KWH @ 0.19100¢	0.86

*TOTAL ELECTRIC COST	55.06
GROSS RECEIPTS TAX	1.41
MUNICIPAL FRANCHISE FEE	3.27
DEPOSIT INTEREST CREDIT	.76CR

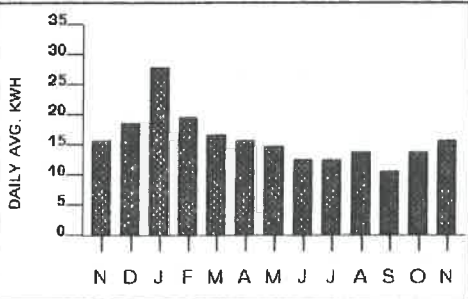
TOTAL CURRENT BILL  
BALANCE FORWARD  
CREDIT BALANCE

TOTAL DUE THIS STATEMENT

537.310 - 23.36  
131.006 - 21.59  
131.007 - 14.03  
001

58.98  
59.13  
75.00CR

**\$43.11**



### ENERGY USE

DAILY AVG. USE - 16 KWH/DAY  
USE ONE YEAR AGO - 16 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$1.90

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account. If your previous unpaid balance has been paid, please disregard. Your deposit has been adjusted based on the last 12 months usage. The excess amount is included in the Credit Balance on your bill. Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 19%, Purchased Power 16%, Gas 65%, Oil 0%, Nuclear 0% (for prior 12 months ending September 30, 2019). Duke Energy will be closed on November 28 and 29, 2019. You may visit [duke-energy.com](http://duke-energy.com) for self-service options. To report an outage, please call our outage line at 800.228.8485.

BF\_BL\_DEF\_20191030\_210351\_2.CSV-401-000001147

DETACH AND RETURN THIS SECTION

MM 0001530

BILL # 2 OF 2 GRP 1161

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 97029 56320

000401 000001147

SOUTHERN HILLS PLTN 1 CDD  
2300 GLADES RD STE 410W  
BOCA RATON FL 33431-8556

P.O. BOX 1004  
CHARLOTTE,  
NC 28201-1004

DUE DATE

NOV 21 2019

TOTAL DUE

43.11

PLEASE ENTER  
AMOUNT PAID

97029563208000000043117000000000000000000004311701000000000009



Invoice

P.O. Box 744939  
Atlanta, GA 30374-4939

Date	Invoice #
10/31/2019	3369A

Bill To
Southern Hills Plantation I CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
1	Aquatic Lake Maintenance	3,900.00	3,900.00
	<p>538.463 - 3765.39</p> <p>131.006 - 81.57</p> <p>131.007 - 53.04</p> <p>001</p>		
		<b>Total</b>	<b>\$3,900.00</b>

GA

# Invoice



## Sitex Land LLC

7643 Gate Parkway  
Ste 104-127  
Jacksonville, FL 32256

941-468-6267

office@sitexlandscape.com

Date	Invoice #
10/29/2019	9056

Bill To
Southern Hills Plantation 1 CDD 9220 Bonita Beach Rd. #214 Bonita Springs, FL 34135



P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Irrigation Repair October 25, 2019. Arrived onsite to do a wet check. I found several heads that had blown seals and missing nozzles due to the shafts expanding, and no longer able to retain nozzle. I also replaced several rotors that no longer oscillate due to worn out gears. I also repaired a one-inch lateral line in the front annual bed that had come out of it's joint, due to no primer being used during installation. I also replaced several clogged nozzles, due to a lot of trash and mud in the zone lines. Parts used =	0.00	0.00
5	Hunter PGP Rotors	30.00	150.00
8	Rainbird 6" popups	14.25	114.00
5	Rainbird 4" popups	11.25	56.25
12	Rainbird, and Toro nozzles	3.00	36.00
1	1" slip fix	15.50	15.50
1	1" coupling	2.00	2.00
2	Labor	74.50	149.00
	539.463 - 207.01		
	131.006 - 191.33		
	131.007 - 124.41		
	001		
<b>Total</b>			\$522.75

GA  
122 R&M  
SHARED  
166

# Southern Hills Plantation II Community Development District

Financial Statements  
(Unaudited)

Period Ending  
December 31, 2019



Meritus Districts  
2005 Pan Am Circle ~ Suite 300 ~ Tampa, FL 33607-1775  
Phone (813) 873-7300 ~ Fax (813) 873-7070

# Southern Hills Plantation II Community Development District

## Balance Sheet

As of 12/31/2019  
(In Whole Numbers)

	General Fund	Debt Service Fund	Capital Projects Fund	General Fixed Assets Account Group	General Long-Term Debt Account Group	Total
<b>Assets</b>						
Cash Account Suntrust #8371	46,308	0	0	0	0	46,308
Investment - Revenue 2004 (412)	0	157,010	0	0	0	157,010
Investment - Prepayment 2004 (449)	0	5,210	0	0	0	5,210
Investment - Reserve 2004 (458)	0	19,023	0	0	0	19,023
Investment - Construction 2004 (467)	0	0	2,311	0	0	2,311
Investment - Deferred Cost 2004 (797)	0	0	17	0	0	17
Accounts Receivable - Other	0	0	0	0	0	0
Assessments Receivable-Tax Roll	40,969	98,082	0	0	0	139,051
Assessments Receivable-Off Roll	458,633	513,469	0	0	0	972,102
Assessments Receivable - Tax Roll	0	571	0	0	0	571
Allowance for Uncollectable Receivables	(499,602)	(611,551)	0	0	0	(1,111,152)
Due From General Fund	0	104,566	0	0	0	104,566
Investments--SBA	151	0	0	0	0	151
Prepaid Expenses	0	0	0	0	0	0
Prepaid Insurance-Gen Liab	0	0	0	0	0	0
Prepaid Insurance-Professional Liability	0	0	0	0	0	0
Deposits	1,830	0	0	0	0	1,830
Improvements Other Than Buildings	0	0	0	3,386,703	0	3,386,703
Amount Available-Debt Service	0	0	0	0	274,165	274,165
Amount To Be Provided-Debt Service	0	0	0	0	2,705,835	2,705,835
Other	0	0	0	0	0	0
<b>Total Assets</b>	<b>48,290</b>	<b>286,380</b>	<b>2,328</b>	<b>3,386,703</b>	<b>2,980,000</b>	<b>6,703,702</b>
<b>Liabilities</b>						
Accounts Payable	214,393	0	0	0	0	214,393
Accounts Payable Other	600	0	0	0	0	600
Due To Debt Service Fund	121,320	0	0	0	0	121,320
Accrued Expenses Payable	0	0	0	0	0	0
Long Term Payable- SHPI CDD	177,596	0	0	0	0	177,596
Debt Service Obligations - Current	0	1,468,623	0	0	0	1,468,623
Revenue Bonds Payable-Series 2004	0	0	0	0	2,980,000	2,980,000
Other	0	0	0	0	0	0
<b>Total Liabilities</b>	<b>513,909</b>	<b>1,468,623</b>	<b>0</b>	<b>0</b>	<b>2,980,000</b>	<b>4,962,532</b>
<b>Fund Equity &amp; Other Credits</b>						
Fund Balance-All Other Reserves	0	(1,193,887)	2,318	0	0	(1,191,569)
Fund Balance-Unreserved	(485,075)	0	0	0	0	(485,075)
Investment In General Fixed Assets	0	0	0	3,386,703	0	3,386,703
Other	19,456	11,644	10	0	0	168 31,111
<b>Total Fund Equity &amp; Other Credits</b>	<b>(465,619)</b>	<b>(1,182,243)</b>	<b>2,328</b>	<b>3,386,703</b>	<b>0</b>	<b>1,741,170</b>



Southern Hills Plantation II Community Development District

**Balance Sheet**

As of 12/31/2019  
(In Whole Numbers)

	General Fund	Debt Service Fund	Capital Projects Fund	General Fixed Assets Account Group	General Long-Term Debt Account Group	Total
Total Liabilities & Fund Equity	<u>48,290</u>	<u>286,380</u>	<u>2,328</u>	<u>3,386,703</u>	<u>2,980,000</u>	<u>6,703,702</u>

# Southern Hills Plantation II Community Development District

## Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2019 Through 12/31/2019

(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percent Remaining
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	1	1	0.00%
Special Assessments				
Tax Roll	83,895	33,117	(50,778)	(60.52)%
Off Roll	136,000	0	(136,000)	(100.00)%
Total Revenues	219,895	33,118	(186,777)	(84.94)%
<b>Expenditures</b>				
Legislative				
Supervisor Fees	1,600	0	1,600	100.00%
Financial & Administrative				
District Management	12,000	3,000	9,000	75.00%
District Engineer	2,500	0	2,500	100.00%
Disclosure Report	5,000	0	5,000	100.00%
Trustees Fees	3,500	0	3,500	100.00%
Auditing Services	5,000	0	5,000	100.00%
Arbitrage Rebate Calculation	650	0	650	100.00%
Postage, Phone, Faxes, Copies	0	2	(2)	0.00%
Public Officials Liability Insurance	3,774	2,470	1,304	34.55%
Legal Advertising	500	0	500	100.00%
Bank Fees	310	0	310	100.00%
Dues, Licenses & Fees	175	175	0	0.00%
Website Development/Maintenance	900	1,500	(600)	(66.66)%
Legal Counsel				
District Counsel	15,000	1,973	13,027	86.84%
Foreclosure Expenses	125,000	13,206	111,794	89.43%
Electric Utility Services				
Street Lights	16,525	2,586	13,939	84.34%
Stormwater Control				
Aquatic Contract	904	0	904	100.00%
Other Physical Environment				
General Liability Insurance	549	2,298	(1,749)	(318.57)%
Entry & Walls Maintenance	600	0	600	100.00%
Landscape Maintenance	16,908	82	16,826	99.51%
Irrigation Repairs & Maintenance	3,500	273	3,227	92.20%
Landscape Replacement Plants, Trees, Mulch	5,000	0	5,000	100.00%
Total Expenditures	219,895	27,565	192,330	87.46%
<b>Other Financing Sources</b>				
Interfund Transfer	0	13,903	13,903	0.00%
Excess of Revenue Over(Under) Expenditures	0	19,456	19,456	0.00%
Fund Balance, Beginning of Period	0	(485,075)	(485,075)	0.00%
Fund Balance, End of Period	0	(465,619)	(465,619)	0.00%

# Southern Hills Plantation II Community Development District

## Statement of Revenues and Expenditures

200 - Debt Service Fund

From 10/1/2019 Through 12/31/2019

(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percent Remaining
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	707	707	0.00%
Special Assessments				
Tax Roll	256,250	25,235	(231,015)	(90.15)%
Total Revenues	256,250	25,942	(230,308)	(89.88)%
<b>Expenditures</b>				
Legal Counsel				
District Counsel	0	395	(395)	0.00%
Debt Service				
Interest	146,250	0	146,250	100.00%
Principal	110,000	0	110,000	100.00%
Total Expenditures	256,250	395	255,855	99.85%
<b>Other Financing Sources</b>				
Interfund Transfer	0	(13,903)	(13,903)	0.00%
Excess of Revenue Over(Under) Expenditures	0	11,644	11,644	0.00%
Fund Balance, Beginning of Period	0	(1,193,887)	(1,193,887)	0.00%
Fund Balance, End of Period	0	(1,182,243)	(1,182,243)	0.00%

# Southern Hills Plantation II Community Development District

## Statement of Revenues and Expenditures

300 - Capital Projects Fund  
 From 10/1/2019 Through 12/31/2019  
 (In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percent Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	10	10	0.00%
Total Revenues	0	10	10	0.00%
Excess of Revenue Over(Under) Expenditures	0	10	10	0.00%
Fund Balance, Beginning of Period	0	2,318	2,318	0.00%
Fund Balance, End of Period	0	2,328	2,328	0.00%

Southern Hills Plantation II Community Development District  
Reconcile Cash Accounts

Summary

Cash Account: 10102 Cash Account Suntrust #8371  
Reconciliation ID: 12/31/19  
Reconciliation Date: 12/31/2019  
Status: Locked

Bank Balance	11,849.49
Less Outstanding Checks/Vouchers	4,792.16
Plus Deposits in Transit	39,250.35
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	46,307.68
Balance Per Books	<u>46,307.68</u>
Unreconciled Difference	<u><u>0.00</u></u>

Click the Next Page toolbar button to view details.

Southern Hills Plantation II Community Development District  
Reconcile Cash Accounts

Detail

Cash Account: 10102 Cash Account Suntrust #8371  
Reconciliation ID: 12/31/19  
Reconciliation Date: 12/31/2019  
Status: Locked

Outstanding Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1363	12/13/2019	Series 2004 FY20 Tax Dist ID 19-103	4,792.16	Southern Hills Plantation II CDD
Outstanding Checks/Vouchers			4,792.16	

Southern Hills Plantation II Community Development District  
Reconcile Cash Accounts

Detail

Cash Account: 10102 Cash Account Suntrust #8371  
Reconciliation ID: 12/31/19  
Reconciliation Date: 12/31/2019  
Status: Locked

Outstanding Deposits

<u>Deposit Number</u>	<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>
	32322	12/30/2019	Tax Distribution - 12.30.19	<u>39,250.35</u>
Outstanding Deposits				<u>39,250.35</u>

Southern Hills Plantation II Community Development District  
Reconcile Cash Accounts

Detail

Cash Account: 10102 Cash Account Suntrust #8371

Reconciliation ID: 12/31/19

Reconciliation Date: 12/31/2019

Status: Locked

Cleared Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1360	11/19/2019	Series 2004 FY20 Tax Dist ID 19-101	586.22	Southern Hills Plantation II CDD
1361	12/3/2019	Series 2004 FY20 Tax Dist ID 19-102	2,531.69	Southern Hills Plantation II CDD
1362	12/5/2019	System Generated Check/Voucher	4,768.00	Egis Insurance Advisors, LLC
Cleared Checks/Vouchers			<u>7,885.91</u>	



Southern Hills Plantation II Community Development District  
Reconcile Cash Accounts

Detail

Cash Account: 10102 Cash Account Suntrust #8371  
Reconciliation ID: 12/31/19  
Reconciliation Date: 12/31/2019  
Status: Locked

Cleared Deposits

<u>Deposit Number</u>	<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>
	31715	11/26/2019	Tax Distribution - 11.26.19	5,931.08
	32077	12/10/2019	Tax Distribution - 12.10.19	11,226.77
	CR297	12/31/2019	Interest	<u>0.11</u>
Cleared Deposits				<u><u>17,157.96</u></u>