

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
JUNE 12, 2020**

SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT AGENDA
JUNE 12, 2020 AT 10:30 A.M.
CALL IN NUMBER: 1-866-906-9330 ACCESS CODE: 9074748

District Board of Supervisors	Chairman	Devon Rushnell
	Vice Chairman	Matt Pallardy
	Supervisor	Jon Franz
	Supervisor	Sara Flint
	Supervisor	Cheryl Bernal
District Manager	Meritus	Brian Lamb
	Meritus	Eric Davidson
District Engineer	Coastal Engineering	Don Lacey

All cellular phones and pagers must be turned off during the meeting

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.

June 12, 2020

Board of Supervisors
Southern Hills Plantation II Community Development District

Dear Board Members:

The Regular Meeting of Southern Hills Plantation II Community Development District will be held on **Friday, June 12, 2020 at 10:30 a.m. via conference call at the information listed below:**

Call In Number: 1-866-906-9330

Access Code: 9074748

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Resolution 2020-02; Approving Fiscal Year 2021 Proposed Budget & Setting Public Hearing.....Tab 01
 - B. Consideration of Resolution 2020-03; Adopting Statutory Alternative Investment Policies.....Tab 02
 - C. Consideration of Resolution 2020-04; Appointment of District Counsel.....Tab 03
 - D. Discussion on Settlement Agreement – Clark & Albaugh, LLPTab 04
 - E. Ratification of Operating Agreement of SHP 3, LLCTab 05
 - F. Annual Disclosure of Qualified Electors.....Tab 06
 - G. Consideration of Resolution 2020-05; Announcing Landowners Election.....Tab 07
 - H. General Matters of the District
- 4. CONSENT AGENDA**
 - A. Consideration of Minutes of the Board of Supervisors Meeting April 10, 2020Tab 08
 - B. Consideration of Operations and Maintenance Expenditures March 2020Tab 09
 - C. Consideration of Operations and Maintenance Expenditures April 2020Tab 10
 - D. Review of Financial Statements through April 30, 2020.....Tab 11
- 5. VENDOR/STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

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

Sincerely,

Brian Lamb
CEO/District Manager

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2020/2021; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Southern Hills Plantation II Community Development District (“**District**”) prior to June 15, 2020 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Proposed Budget**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE:	August 14, 2020
HOUR:	10:30 a.m.
LOCATION*:	Southern Hills Temp Clubhouse 19761 Fort King Run Brooksville, FL 34601

**Please note that pursuant to Governor DeSantis’ Executive Order 20-69 (as it may be extended or amended) relating to the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, such public hearing and meeting may be held telephonically or virtually. Please check on the District’s website for the latest information: <http://shplantation2cdd.org/>.*

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Hernando County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s

website at least two days before the budget hearing date and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON JUNE 12, 2020.

Attest:

**Southern Hills Plantation II Community
Development District**

Print Name: _____
Secretary / Assistant Secretary

Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2020/2021

2021



SOUTHERN HILLS PLANTATION II

COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021
PROPOSED ANNUAL OPERATING BUDGET

MAY 8, 2020



SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021 PROPOSED ANNUAL OPERATING BUDGET

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MAY 8, 2020

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT BUDGET INTRODUCTION

Background Information

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

The following report represents the District budget for Fiscal Year 2021, which begins on October 1, 2020. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

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

Facilities of the District

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

Maintenance of the Facilities

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

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

	Fiscal Year 2020 Final Operating Budget	Current Period Actuals 10/1/19 - 2/29/20	Projected Revenues & Expenditures 3/1/20 to 9/30/20	Total Actuals and Projections Through 9/30/20	Over/(Under) Budget Through 9/30/20
REVENUES					
INTEREST EARNINGS					
Interest Earnings	0.00	2.31	2.00	4.31	4.31
TOTAL INTEREST EARNINGS	\$0.00	\$2.31	\$2.00	\$4.31	\$4.31
SPECIAL ASSESSMENTS					
Operations & Maintenance Assmts-Tax Roll	83,895.00	33,649.27	78,381.77	112,031.04	28,136.04
Operations & Maintenance Assmts-Off Roll	136,000.00	0.00	0.00	0.00	(136,000.00)
TOTAL SPECIAL ASSESSMENTS	\$219,895.00	\$33,649.27	\$78,381.77	\$112,031.04	(\$107,863.96)
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES					
Developer Contributions	0.00	13,902.77	10,122.49	24,025.26	24,025.26
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$0.00	\$13,902.77	\$10,122.49	\$24,025.26	\$24,025.26
OTHER MISCELLANEOUS REVENUES					
Miscellaneous Revenue	0.00	5,212.29	0.00	5,212.29	5,212.29
TOTAL OTHER MISCELLANEOUS REVENUES	\$0.00	\$5,212.29	\$0.00	\$5,212.29	\$5,212.29
TOTAL REVENUES	\$219,895.00	\$52,766.64	\$88,506.26	\$141,272.90	(\$78,622.10)
EXPENDITURES					
LEGISLATIVE					
Supervisor Fees	1,600.00	0.00	0.00	0.00	(1,600.00)
TOTAL LEGISLATIVE	\$1,600.00	\$0.00	\$0.00	\$0.00	(\$1,600.00)
FINANCIAL & ADMINISTRATIVE					
District Management	12,000.00	5,000.00	7,000.00	12,000.00	0.00
District Engineer	2,500.00	0.00	0.00	0.00	(2,500.00)
Disclosure Report	5,000.00	0.00	5,000.00	5,000.00	0.00
Trustees Fees	3,500.00	0.00	3,500.00	3,500.00	0.00
Auditing Services	5,000.00	0.00	5,000.00	5,000.00	0.00
Arbitrage Rebate Calculation	650.00	0.00	650.00	650.00	0.00
Postage, Phone, Faxes, Copies	0.00	2.10	0.00	2.10	2.10
Public Officials Liability Insurance	3,774.00	2,470.00	0.00	2,470.00	(1,304.00)
Legal Advertising	500.00	801.30	95.00	896.30	396.30
Bank Fees	310.00	0.00	0.00	0.00	(310.00)
Dues, Licenses & Fees	175.00	175.00	0.00	175.00	0.00
ADA website compliance	0.00	0.00	1,500.00	1,500.00	1,500.00
Website Development/Maintenance	900.00	1,875.00	525.00	2,400.00	1,500.00
TOTAL FINANCIAL & ADMINISTRATIVE	\$34,309.00	\$10,323.40	\$23,270.00	\$33,593.40	(\$715.60)
LEGAL COUNSEL					
District Counsel	15,000.00	140.95	500.00	640.95	(14,359.05)
District Counsel - Foreclosure	125,000.00	26,056.06	70,000.00	96,056.06	(28,943.94)
TOTAL LEGAL COUNSEL	\$140,000.00	\$26,197.01	\$70,500.00	\$96,697.01	(\$43,302.99)
ELECTRIC UTILITY SERVICES					
Street Lights	16,525.00	0.00	0.00	0.00	(16,525.00)
TOTAL ELECTRIC UTILITY SERVICES	\$16,525.00	\$0.00	\$0.00	\$0.00	(\$16,525.00)
STORMWATER CONTROL					
Aquatic Contract	904.00	0.00	0.00	0.00	(904.00)
TOTAL STORMWATER CONTROL	\$904.00	\$0.00	\$0.00	\$0.00	(\$904.00)
OTHER PHYSICAL ENVIRONMENT					
General Liability Insurance	549.00	2,298.00	0.00	2,298.00	1,749.00
Entry & Walls Maintenance	600.00	0.00	0.00	0.00	(600.00)
Landscape Maintenance	16,908.00	81.56	0.00	81.56	(16,826.44)
Irrigation Repairs & Maintenance	3,500.00	8,597.70	0.00	8,597.70	5,097.70
Lake/Pond Repair	0.00	5.23	0.00	5.23	5.23
Landscape Replacement Plants, Trees, Mulch	5,000.00	0.00	0.00	0.00	(5,000.00)
TOTAL OTHER PHYSICAL ENVIRONMENT	\$26,557.00	\$10,982.49	\$0.00	\$10,982.49	(\$15,574.51)
CONTINGENCY					
Miscellaneous Contingency	0.00	0.00		0.00	0.00
TOTAL CONTINGENCY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES	\$219,895.00	\$47,502.90	\$93,770.00	\$141,272.90	(\$78,622.10)
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	\$0.00	\$5,263.74	(\$5,263.74)	\$0.00	\$0.00

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

	Fiscal Year 2020 Final Operating Budget	Total Actuals and Projections Through 9/30/20	Over/(Under) Budget Through 9/30/20	Fiscal Year 2021 Proposed Operating Budget	Increase / (Decrease) from FY 2020 to FY 2021
REVENUES					
INTEREST EARNINGS					
Interest Earnings	0.00	4.31	4.31	0.00	0.00
TOTAL INTEREST EARNINGS	\$0.00	\$4.31	\$4.31	\$0.00	\$0.00
SPECIAL ASSESSMENTS					
Operations & Maintenance Assmts-Tax Roll	83,895.00	112,031.04	28,136.04	75,000.00	(8,895.00)
Operations & Maintenance Assmts-Off Roll	136,000.00	0.00	(136,000.00)	0.00	(136,000.00)
TOTAL SPECIAL ASSESSMENTS	\$219,895.00	\$112,031.04	(\$107,863.96)	\$75,000.00	(\$144,895.00)
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES					
Developer Contributions	0.00	24,025.26	24,025.26	0.00	0.00
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$0.00	\$24,025.26	\$24,025.26	\$0.00	\$0.00
OTHER MISCELLANEOUS REVENUES					
Miscellaneous Revenue	0.00	5,212.29	5,212.29	0.00	0.00
TOTAL OTHER MISCELLANEOUS REVENUES	\$0.00	\$5,212.29	\$5,212.29	\$0.00	\$0.00
TOTAL REVENUES	\$219,895.00	\$141,272.90	(\$78,622.10)	\$75,000.00	(\$144,895.00)
EXPENDITURES					
LEGISLATIVE					
Supervisor Fees	1,600.00	0.00	(1,600.00)	1,600.00	0.00
TOTAL LEGISLATIVE	\$1,600.00	\$0.00	(\$1,600.00)	\$1,600.00	\$0.00
FINANCIAL & ADMINISTRATIVE					
District Management	12,000.00	12,000.00	0.00	12,000.00	0.00
District Engineer	2,500.00	0.00	(2,500.00)	1,000.00	(1,500.00)
Disclosure Report	5,000.00	5,000.00	0.00	2,500.00	(2,500.00)
Trustees Fees	3,500.00	3,500.00	0.00	3,500.00	0.00
Auditing Services	5,000.00	5,000.00	0.00	6,100.00	1,100.00
Arbitrage Rebate Calculation	650.00	650.00	0.00	650.00	0.00
Postage, Phone, Faxes, Copies	0.00	2.10	2.10	0.00	0.00
Public Officials Liability Insurance	3,774.00	2,470.00	(1,304.00)	2,470.00	(1,304.00)
Legal Advertising	500.00	896.30	396.30	1,000.00	500.00
Bank Fees	310.00	0.00	(310.00)	282.00	(28.00)
Dues, Licenses & Fees	175.00	175.00	0.00	175.00	0.00
ADA website compliance	0.00	1,500.00	1,500.00	1,500.00	1,500.00
Website Development/Maintenance	900.00	2,400.00	1,500.00	900.00	0.00
TOTAL FINANCIAL & ADMINISTRATIVE	\$34,309.00	\$33,593.40	(\$715.60)	\$32,077.00	(\$2,232.00)
LEGAL COUNSEL					
District Counsel	15,000.00	640.95	(14,359.05)	7,500.00	(7,500.00)
District Counsel - Foreclosure	125,000.00	96,056.06	(28,943.94)	0.00	(125,000.00)
TOTAL LEGAL COUNSEL	\$140,000.00	\$96,697.01	(\$43,302.99)	\$7,500.00	(\$132,500.00)
ELECTRIC UTILITY SERVICES					
Utility Services					
Street Lights	16,525.00	0.00	(16,525.00)	16,525.00	0.00
TOTAL ELECTRIC UTILITY SERVICES	\$16,525.00	\$0.00	(\$16,525.00)	\$16,525.00	\$0.00
STORMWATER CONTROL					
Aquatic Contract	904.00	0.00	(904.00)	0.00	(904.00)
TOTAL STORMWATER CONTROL	\$904.00	\$0.00	(\$904.00)	\$0.00	(\$904.00)
OTHER PHYSICAL ENVIRONMENT					
General Liability Insurance	549.00	2,298.00	1,749.00	2,298.00	1,749.00
Entry & Walls Maintenance	600.00	0.00	(600.00)	0.00	(600.00)
Landscape Maintenance	16,908.00	81.56	(16,826.44)	10,000.00	(6,908.00)
Irrigation Repairs & Maintenance	3,500.00	8,597.70	5,097.70	5,000.00	1,500.00
Lake/Pond Repair	0.00	5.23	5.23	0.00	0.00
Landscape Replacement Plants, Trees, Mulch	5,000.00	0.00	(5,000.00)	0.00	(5,000.00)
TOTAL OTHER PHYSICAL ENVIRONMENT	\$26,557.00	\$10,982.49	(\$15,574.51)	\$17,298.00	(\$9,259.00)
CONTINGENCY					
Miscellaneous Contingency	0.00	0.00	0.00	0.00	0.00
TOTAL CONTINGENCY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES	\$219,895.00	\$141,272.90	(\$78,622.10)	\$75,000.00	(\$144,895.00)
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

FISCAL YEAR 2021 PROPOSED ANNUAL OPERATING BUDGET

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Financial & Administrative

District Manager

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

District Engineer

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

Disclosure Reporting

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

Trustees Fees

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

Auditing Services

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

Public Officials Insurance

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

Legal Advertising

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

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

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

Miscellaneous Fees

To provide for unbudgeted administrative expenses.

Investment Reporting Fees

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

Office Supplies

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

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND 001

Legal Counsel

District Counsel

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

Electric Utility Services

Electric Utility Services

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

Stormwater Control

Aquatic Maintenance

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

Other Physical Environment

Waterway Management System

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

Property & Casualty Insurance

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

Entry & Walls Maintenance

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

Landscape Maintenance

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

Miscellaneous Landscape

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

Plant Replacement Program

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

Irrigation Maintenance

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

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

REVENUES

CDD Debt Service Assessments	\$	254,669
TOTAL REVENUES	\$	254,669

EXPENDITURES

Series 2004 May Bond Principal Payment	\$	115,000
Series 2004 May Bond Interest Payment	\$	71,516
Series 2004 November Bond Interest Payment	\$	68,153
TOTAL EXPENDITURES	\$	254,669
EXCESS OF REVENUES OVER EXPENDITURES	\$	-

ANALYSIS OF BONDS OUTSTANDING

Bonds Outstanding - Period Ending 11/1/2019	*	\$	3,265,000
Principal Payment Applied Toward Series 2004 Bonds		\$	115,000
Bonds Outstanding - Period Ending 11/1/2020		\$	3,150,000

* Includes delinquent Principal

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

SCHEDULE OF ANNUAL ASSESSMENTS

Unit Count - Debt Service	Unit Count - O&M	FISCAL YEAR 2020			FISCAL YEAR 2021			Increase / (Decrease) from FY 2019 to FY 2020
		O&M Per Unit	Debt Service Per Unit	TOTAL Annual CDD	O&M Per Unit	Debt Service Per Unit	TOTAL Annual CDD ⁽¹⁾	
899	382	\$98.58	\$303.51	\$402.09	\$208.87	\$303.51	\$512.38	\$110.29

UNDEVELOPED AGRICULTURAL USE NOT INCLUDED:

Parcel ID	Acreage	FISCAL YEAR 2021		
		O&M Per Unit	Debt Service Per Unit ⁽²⁾	TOTAL Annual CDD ⁽¹⁾
00381287	203.7	\$0.00	\$0.00	\$0.00
01563007	11.5	\$0.00	\$0.00	\$0.00
00382749	22.8	\$0.00	\$0.00	\$0.00

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

⁽²⁾ Subject to Accelerated Principal.

FISCAL YEAR 2021
PROPOSED ANNUAL OPERATING BUDGET

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT RESCINDING ANY PRIOR INVESTMENT POLICIES AND ELECTING TO USE THE STATUTORY DEFAULT INVESTMENT POLICIES FOR INVESTING PUBLIC FUNDS IN EXCESS OF THE AMOUNTS NEEDED TO MEET CURRENT EXPENSES IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the “**Board**”) previously adopted a written investment policy in accordance with Section 218.415, Florida Statutes; and

WHEREAS, the Board desires to rescind any prior investment policies, to not adopt a written investment policy, and instead use the statutory default investment policies for the investment of public funds in excess of amounts needed to meet current expenses, in accordance with Section 218.415 (17), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Rescindment of Prior Investment Policies.** The Board hereby rescinds any prior investment policies in their entirety.
2. **Use of Statutory Default Investment Policies.** The Board hereby elects to use the statutory default alternative investment policies for the investment of public funds in excess of the amounts needed to meet current expenses, in accordance with Section 218.415(17), Florida Statutes, as amended.
3. **Conflicts.** All District resolutions or parts thereof or other adopted policies in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
4. **Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
5. **Effective Date.** This Resolution shall become effective upon adoption.

PASSED AND ADOPTED ON JUNE 12, 2020.

Attest:

**Southern Hills Plantation II Community
Development District**

Secretary/Assistant Secretary

Chair of the Board of Supervisors

RESOLUTION 2020-04

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

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

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

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

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

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

PASSED AND ADOPTED THIS 12th DAY OF JUNE, 2020.

ATTEST:

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman

May 21, 2020

VIA EMAIL ONLY (brian.lamb@merituscorp.com)
Southern Hills Plantation II Community Development District

Re: Legal Services Agreement

Dear Board of Supervisors:

Thank you for your interest in having Appleton Reiss, PLLC (“AR” or “we” or “Firm”) represent Southern Hills Plantation II Community Development District (the “Client” or “you”) in connection with general matters that you may refer to us in writing from time to time. We are delighted that you selected AR, and we look forward to a mutually beneficial relationship.

This agreement sets forth the scope, terms and conditions of AR’s engagement as counsel. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the terms of our representation.

Limited Scope of Engagement

AR has been retained by the Client with respect to the matter or matters described above. Any new or expanded engagement beyond such matter or matters will require our prior written agreement. AR is entering into this attorney-client relationship only with the Client named above. Any representation of a person or entity other than the Client will require our prior written agreement. Nothing in this agreement and nothing in our statements to you should be construed as a promise or guarantee about possible results relating to our representation of the Client. Indeed, although we may offer opinions about possible results, we can neither predict nor guarantee any outcome, and we make no such prediction or guarantee.

Contact Person, Staffing, and Communications

You have designated yourself as the primary contact from whom we will take direction and to whom we will report in connection with this engagement. Michelle T. Reiss will be the attorney generally responsible for the Firm’s representation of the Client, including matters relating to billing and staffing, and she will have primary day-to-day responsibility for the Client’s matters. Michelle T. Reiss will be assisted by such other attorneys and personnel as he deems appropriate from time to time, in order to provide the highest quality service in a cost-effective manner.

The legal privilege for attorney-client communications exists to encourage candid and complete communication between attorneys and their clients. We can truly perform beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our representation of you. In that regard, for as long as we represent you, we agree to inform you of the status of any matters in which we represent you, to respond to your inquiries, and to include you in any important strategies or decisions relating to such representation. Likewise, you agree to keep AR informed about any events that might affect our ability to perform the services required of us by this agreement and to cooperate with us and comply with all reasonable requests related to our provision of services.

Fees and Expenses

Our fees are generally determined by the time devoted by each attorney or legal assistant involved in the engagement and the hourly billing rates assigned to each such person. Currently, the rates for attorneys at AR range from \$225.00 per hour to \$395.00 per hour. The rates for our paralegals are \$135.00 to \$150.00 per hour. Our hourly rates are revised periodically, and we reserve the right to revise them from time to time during the course of this engagement. In situations involving extraordinary risks, efforts or results, we may request that the Client give consideration to a supplemental fee over and above our hourly rates. Unless we specifically agree in writing, any fee estimate that we may provide is not a commitment to perform the services within a fixed time or for a fixed fee.

In addition to our fees, we expect our clients to defray certain costs incurred during our representation of them. These costs generally are advanced or incurred as a result of long distance telephone calls, postage, photocopying, travel, computer research services, messenger services, and fees charged by governmental entities for filing, recording, certification and registration. We may request an advance cost deposit if we anticipate that we will be required to incur substantial costs on your behalf. We also may forward to you, for direct payment by you, certain expenses or charges such as fees of experts, court reporters, corporate filing fees, etc., received by us from third party vendors of services or goods for the benefit of the Client. The Client will be responsible for making such direct payments in a timely fashion.

We may bill bi-monthly or monthly throughout an engagement for a particular matter, and our invoices to the Client are due when rendered. If our invoices to the Client are not paid when due, we reserve the right to discontinue services until the account is brought current. We are entitled to attorneys' fees and costs if collection activities are necessary to recover amounts due from the Client. We may require a retainer at any time, which we will apply to any unpaid fees or costs or as we may otherwise agree with the Client. Any unused portion of a retainer is fully refundable when our representation is completed or terminated. In this case, we will require a retainer of \$6,000.00 in order to proceed with representation.

Advance Waiver of Potential Conflicts of Interest

AR represents, and in the future will represent, many other clients. Some may be direct competitors of the Client or otherwise may have business interests that are contrary to the Client's interests. It is also possible that, during the time we are representing you, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to the Client's interests. AR cannot enter into this engagement if it could interfere with our ability to represent existing or future clients that have interests adverse to the Client. We therefore ask you to confirm that AR may continue to represent or may undertake in the future to represent any existing or future client in any matter (including transactions, litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to AR's representation of the Client, as long as that other matter is not substantially related to this or our other engagements on behalf of the Client. Specifically, we request that the Client agree that (a) no engagement that we have undertaken or may undertake on behalf of the Client will be asserted by the Client either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify AR from, any current or future representation of any client in any matter, including without limitation any representations in negotiations, transactions, counseling or litigation adverse to the Client, as long as that other matter is not substantially related to any of our engagements on behalf of the Client, (b) the Client has been advised by AR, and has had the opportunity to consult with other counsel, with respect to the terms and conditions of these provisions and the Client's prospective waiver, (c) the Client's consent to these provisions is both voluntary and fully informed, and (d) the Client intends for its consent to be effective and fully enforceable, and to be relied upon by AR.

Termination and Retention of Documents

Our engagement is terminable at will by either AR or the Client, subject to payment of all fees for services performed and costs advanced or incurred through the date of termination. Unless previously terminated, our representation of the Client will terminate upon our sending you our final statement for services rendered. Upon termination, our files pertaining to the engagement will be retained by AR in accordance with our document retention policy, as amended from time to time. Subject to our obligations under applicable law, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of the engagement.

If this agreement accurately reflects the scope, terms and conditions of your engagement with AR, please sign the agreement and return the original countersigned agreement to me. Thank you for providing us the opportunity to work with you, and please do not hesitate to call me if you have any questions concerning any aspect of this agreement.

Very truly yours,

APPLETON REISS, PLLC

Eric N. Appleton

Eric N. Appleton, Esquire
For the Firm

The undersigned accepts and agrees to the terms of this Legal Services Agreement on behalf of Client.

Southern Hills Plantation II Community Development District

Signature: _____

Print Name: _____

Position: _____

Date: _____

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT, IN AND
FOR HERNANDO COUNTY, FLORIDA
CIVIL DIVISION, CASE NO. 2020-CA-377**

CLARK & ALBAUGH, LLP, a Florida
limited liability partnership,

Plaintiff,

vs.

SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DIS-
TRICT, a local unit of special purpose
government; and SHP 3, LLC, a Florida
limited liability company,

Defendants.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is executed on this ____ day of May, 2020, by and between, **CLARK & ALBAUGH, LLP** (“Firm”), **SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT** (“CDD”), and **SHP 3, LLC** (the “SPE”), sometimes referred to collectively herein as the “Parties.”

WHEREAS, in or around June 2018, CDD engaged Firm to represent CDD as set forth in a written engagement agreement (“Agreement”) executed on June 18, 2018; and

WHEREAS, during the term of the Agreement, in addition to the general

matters included within the representation, the Firm represented CDD in certain foreclosure proceedings; and

WHEREAS, a dispute has arisen between the Firm, CDD, and the SPE regarding the payment of certain invoices issued by the Firm (“Invoices”), resulting in that certain lawsuit pending in the Circuit Court of Hernando County, Florida, as Case No. 2020-CA-377 (the “Lawsuit”); and

WHEREAS, in addition to the Lawsuit, the Parties have or may have certain rights and duties resulting from the Firm’s representation of CDD, and expressly including, without limitation, any and all claims that exist or may currently exist, known or unknown, between the Firm and CDD and between the Firm and the SPE (the “Claims”); and

WHEREAS, the Parties desire and have agreed to amicably resolve, settle, and compromise all disputes and potential disputes that are or could have been asserted in the Lawsuit together with the Claims arising between the Parties in any way whatsoever arising from the Firm’s representation of CDD or out of the facts or occurrences otherwise existing as of this date, known or which could, with the exercise of due diligence, have been known as of the date hereof, which are released below.

NOW THEREFORE, in consideration of the mutual covenants contained in this Settlement Agreement, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are hereby approved and incorporated into this Settlement Agreement by reference as if they were fully restated herein.

2. **Settlement Funds.** No later than 5:00 p.m. on Friday, May 29, 2020, the Defendants, either collectively or any of them, shall pay to the Firm the sum of **SEVENTY THOUSAND AND 00/100 DOLLARS** (\$70,000.00 USD) (the “Settlement Funds”) to satisfy the Invoices and any and all amounts owed or alleged to be owed to the Firm through the date of this Agreement, including all interest, as well as the Firm’s attorney’s fees and court costs incurred in bringing the Lawsuit, and any and all other amounts owed or alleged to be owed to the Firm. The payment of the Settlement Funds shall be made by wire transfer to the Trust Account of Clark & Albaugh, LLP, in accordance with wiring instructions to be provided by the Firm. In the event that the Settlement Funds are not timely paid, Firm shall be entitled to entry of a judgment and writ of mandamus for the recovery in the amount of the Settlement Funds, together with its reasonable attorneys’ fees incurred or expended in the Lawsuit, as determined by the court, including those incurred by the Firm acting in its own capacity.

3. **Dismissal With Prejudice.** Within seven (7) days after the Firm’s timely receipt of payment in full of the Settlement Funds, the Firm shall voluntarily

dismiss the Lawsuit with prejudice. Except as otherwise set forth in Paragraphs 2 and 4, the Parties shall bear their own attorney's fees and costs in the present cause of action, if any.

4. **Enforcement.** In the event of a default of the terms of this Settlement Agreement, the non-defaulting party shall be entitled to proceed with legal action against the defaulting party. The prevailing party in any such action shall be entitled to recover its attorney's fees and costs concerning enforcement or interpretation of this Settlement Agreement or any judgment described herein or arising from or related to the matters set forth herein. The parties further stipulate and agree that this Court shall retain jurisdiction of the parties in this cause of action to enforce this Settlement Agreement, should the need arise.

5. **Release.** Upon receipt by the Firm of the Settlement Funds, each of the Parties remises, releases, acquits, satisfies, and forever discharges the other Parties and their heirs, personal representatives, successors, assigns, board members, managers, partners, employees, agents and attorneys of and from all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, attorney's fees, expenses, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims and demands, in law or in equity, which the releasing party ever had, now has, or may have, or which any personal representative, successor, heir or assign of the releasing

party, subsequently can, shall or may have, against the released party or its heirs, personal representatives, successors, assigns, employees, agents or attorneys, for, on or by reason of any matter, cause or thing, that was or could have been brought in Lawsuit, expressly including, without limitation, any counterclaim asserted therein, or arising from the subject matter thereof or any claims asserted therein or arising from any communication, conduct, or other dealings arising from the relationship of the Parties in connection with the Firm's representation of CDD. This release specifically includes, without limitation, the Claims that exist or may currently exist, known or which could, with the exercise of due diligence, have been known, between the Firm and the CDD and between the Firm and the SPE. Further, except in the event of nonpayment in a timely manner of the Settlement Funds, each Party shall bear its own costs and attorneys' fees.

6. **Multiple Counterparts.** This Settlement Agreement may be executed by the Parties in multiple counterparts, which, when taken together, shall be deemed to be one Settlement Agreement as if the Parties had signed the same document.

7. **No Admissions.** This Settlement Agreement is made as a settlement and compromise of the above highly contested disputed claims. No party to it admits any liability or wrongdoing as a result of the execution of this Settlement Agreement.

8. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject

matter of this Settlement Agreement.

IN WITNESS HEREOF, the parties have executed this Settlement Agreement on the date first written above.

CLARK & ALBAUGH, LLP

Scott D. Clark, Managing Partner

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Name: _____
Its: _____

SHP 3, LLC

By: _____
Name: _____
Its: _____

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, 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.

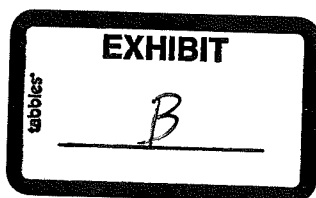
“District” – Southern Hills Plantation II Community Development District.

“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” – HCI Property Interests, LLC, 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 for those certain \$3,610,000 in aggregate principal amount Southern Hills Plantation II Community Development District Series 2004 Special Assessment Bonds, the Company, and the Southern Hills Plantation II Community Development District, a special purpose government created under Chapter 190 of the Florida Statutes.

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 Sale 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 Sale is expressly contingent upon the Company receiving an instrument from the District assigning the District's right to credit bid at the Foreclosure Sale to the Company. In addition, the Company agrees to credit bid at the Foreclosure Sale in accordance with instructions 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: Matt Pallardy

Date: 1-30-20

Title: Manager of MPJF LLC

as manager of HCI Property Interests LLC

SHP 3, LLC,

a Florida limited liability company

By: Matt Pallardy

Date: 1-30-20

Name: Matt Pallardy

Title: Manager



Received
APR 20 2020

Shirley Anderson
Hernando County Supervisor of Elections

April 15, 2020

Ms. Brittany Crutchfield
Administrative Assistant
Meritus
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Dear Ms. Crutchfield:

As of April 15, 2020 there were 154 registered voters in the Southern Hills Plantation II Community Development District [REDACTED]

If I can be of further assistance, please let me know.

Sincerely,

C. Billotte
Claudia Billotte
Election Specialist

CB/SA

Date 4/15/2020
Time 08:14 AM

Shirley Anderson
Supervisor of Elections
Active Voters by District/Precinct

Hernando County, FL

SOUTHERN HILLS 2

	<u>Dem</u>	<u>Rep</u>	<u>NPA</u>	<u>Other</u>	<u>Total</u>	<u>White</u>	<u>Black</u>	<u>Hispanic</u>	<u>Other</u>	<u>Male</u>	<u>Female</u>	<u>Other</u>
4 JEROME BROWN COMMUN	44	78	31	1	154	139	3	11	1	72	82	0
SOUTHERN HILLS 2	44	78	31	1	154	139	3	11	1	72	82	0

RESOLUTION 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Jon Franz	2022
2	Sara Flint	2022
3	Matt Pallardy	2020
4	Devon Rushnell	2020
5	Cheryl Bernal	2020

This year, Seat 3, currently held by Matt Pallardy, Seat 4, currently held by Devon Rushnell and Seat 5, currently held by Cheryl Bernal is subject to a landowner election. The two candidates receiving the highest number of votes will receive a four (4) year term, and the one candidate receiving the lowest number of votes will receive a two (2) year term, with the term of office for each of the successful candidates commencing upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 13th day of November, 2020, at 10:30 a.m., and located at the Southern Hills Temp Clubhouse located at 19761 Fort King Run, Brooksville, FL 34601.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting

and election will be announced by the Board at its June 12, 2020 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions will be presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Meritus, 2005 Pan Am Circle Drive, Suite 300, Tampa, Florida 33607, Ph: (813) 873-7300.

5. **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.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 12th DAY OF JUNE, 2020.

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Southern Hills Plantation II Community Development District ("**District**") the location of which is generally described as comprising of a parcel or parcels of land containing approximately 411.26 acres, located to the east of US 41 approximately one mile south of State Road 50, in the center of Hernando County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 13, 2020
TIME: 10:30 a.m.
PLACE: Southern Hills Temp Clubhouse
19761 Fort King Run
Brooksville, FL 34601

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Meritus, 2005 Pan Am Circle Drive, Suite 300, Tampa, Florida 33607, Ph: (813) 873-7300 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Brian Lamb
District Manager

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Friday, November 13, 2020**

TIME: **10:30 A.M.**

LOCATION: **Southern Hills Temp Clubhouse located at 19761 Fort King Run, Brooksville, FL 34601.**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election in a landowner seat. The two candidates receiving the highest number of votes will receive a four (4) year term, and the one candidate receiving the lowest number of votes will receive a two (2) year term, with the term of office for each of the successful candidates commencing upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT
HERNANDO COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 13, 2020**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Southern Hills Plantation II Community Development District to be held at the Southern Hills Temp Clubhouse located at 19761 Fort King Run, Brooksville, FL 34601 on November 13, 2020 at 10:30 a.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2017), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT
HERNANDO COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 13, 2020

For Election (3 Supervisors): The two candidates receiving the highest number of votes will receive a four (4) year term, and the one candidate receiving the lowest number of votes will receive a two (2) year term, with the term of office for each of the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Southern Hills Plantation II Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____
(Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____
Printed Name: _____

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

April 10, 2020 Regular Meeting

Minutes of the Regular Meeting

The Regular Meeting of the Board of Supervisors for Southern Hills Plantation II Community Development District was held on **Thursday, April 10, 2020 at 10:30 a.m.** via conference call at call-in number 1-866-906-9330 with access code 4863181.

1. CALL TO ORDER/ROLL CALL

Eric Davidson called the Regular Meeting of the Board of Supervisors of the Southern Hills Plantation II Community Development District to order on **Thursday, April 10, 2020 at 10:32 a.m.**

Board Members Present and Constituting a Quorum:

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

Staff Members Present:

Eric Davidson	District Manager, Meritus
Scott Clark	District Counsel, Clark & Albaugh

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. BUSINESS ITEMS

A. Consideration of Funding Agreement and Promissory Note

Mr. Clark went over the Funding Agreement and Promissory Note with the Board. The Board discussed. Supervisor Pallardy did not feel that the District should pay the fees for Mitch Albaugh. Supervisor Pallardy made a motion to strike Mr. Albaugh's fees on the bills and move forward, but there was no second to the motion. Mr. Clark stated for the record that going with that course of action would result in him needing to resign as District Counsel. There was a question as to the number of hours that the firm worked on the case and how it could be verified. The Board asked if District management could review the past billings and provide a recommendation. Mr. Davidson said he would consult Brian Lamb after review and report back to the Board. The Board decided to table this item until they receive the report from District

management. They would like for a meeting to be scheduled in the new few weeks to discuss the findings and recommendation.

B. Adoption and Certification of Assessment Roll and Authorizing Direct Bill Assessments

This item was also tabled until the next meeting.

C. General Matters of the District

There were no general matters of the District to discuss at this time.

4. CONSENT AGENDA

- A. Consideration of Minutes of the Board of Supervisors Special Meeting January 30, 2020**
- B. Consideration of Operations and Maintenance Expenditures January 2020**
- C. Consideration of Operations and Maintenance Expenditures February 2020**
- D. Review of Financial Statements Month Ending February 29, 2020**

The Board reviewed the Consent Agenda items. Mr. Clark noted that some of the O&Ms included invoices from the CDD I under the Interlocal Agreement and those invoices should be excluded.

MOTION TO:	Approve the Consent Agenda, except for the CDD I invoices in the O&Ms.
MADE BY:	Supervisor Rushnell
SECONDED BY:	Supervisor Pallardy
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

E. General Matters of the District

5. VENDOR/STAFF REPORTS

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

There were no additional reports from staff at this time.

6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

There was a question about if the money from the tax deed sale of the parcel had been received and if so, where it was allocated. Mr. Clark noted that most went to the Trustee and the District retained about \$5K of it. The Board asked for a copy of the opinion letter from Counsel regarding the allocation.

7. ADJOURNMENT

MOTION TO:	Adjourn.
MADE BY:	Supervisor Rushnell
SECONDED BY:	Supervisor Pallardy
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 4/0 - 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

Official District Seal

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

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	9661	\$ 1,075.00		Management Services - March
Monthly Contract Sub-Total		\$ 1,075.00		
Variable Contract				
Clark & Albaugh, LLP	16918	\$ 2,838.32		Professional Services - v. CASHP 3 - 03/02/20
Variable Contract Sub-Total		\$ 2,838.32		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 3,913.32		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

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

INVOICE

Invoice Number: 9661
Invoice Date: Mar 1, 2020
Page: 1

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

Ship to:	

Customer ID	Customer PO	Payment Terms	
Southern Hills Plant		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		3/1/20

[illegible]

Subtotal	1,075.00
Sales Tax	
Total Invoice Amount	1,075.00
Payment/Credit Applied	
TOTAL	1,075.00

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

March 2, 2020

Attention: Brian Howell, District Manager

File # 7716-002
Inv #: 16918

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

5140

3100

Bu

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-04-20	correspondence regarding amendment of assignment of bid rights; telephone call with Jones; telephone call with chair; additional correspondence	0.70	199.50	SDC
	Email correspondence regarding amending the assignment of judgment and bid rights; Reviewing proposed amended assignment.	0.20	54.00	MEA
Feb-05-20	review of and correspondence regarding bondholder direction letter; telephone call with Wesley Jones regarding bid process	0.60	171.00	SDC
	correspondence and telephone call with bondholder counsel regarding sale; office conference regarding corrective assignment and sale compliance	0.00	0.00	SDC
	Finalize PL's Amended Assignment of Judgment and Bid Rights; E-file same in BOTH cases; Email correspondence from Clerk confirming receipt in both cases; Email correspondence from Clerk forwarding filed copy in both cases; Email correspondence from Clerk confirming acceptance of Notice of Filing Publisher's Affidavit in both cases.	0.60	162.00	MEA
Feb-06-20	telephone call with Giordano regarding SPE;	0.40	114.00	SDC

conference call regarding same and regarding
bid process

attendance at sale 4.40 1,254.00 SDC

Email correspondence from Clerk confirming
acceptance of amended assignment in both
cases. 0.10 27.00 MEA

Feb-07-20 review of updated form of certificate of sale,
certificate of title and certificate of no
disbursements; correspondence regarding tax
deed sale pending 0.60 171.00 SDC

Modifying Certificate of Sale and Certificate
of Title; Drafting Certificate of No
Disbursement; Office conference with SDC
regarding same. 0.90 243.00 MEA

Feb-10-20 office conference regarding incorrect
certificate of sale; telephone call with John
Giordano 0.40 114.00 SDC

Receiving and reviewing incorrect Certificate
of Sale; Office conference with SDC regarding
same; Drafting Amended Certificate of Sale;
Office conference with staff regarding same. 0.30 81.00 MEA

Feb-11-20 Office conference with staff regarding
incorrect Certificate of Sale and
communications with Clerk regarding
corrections to Certificate of Title. 0.10 27.00 MEA

Feb-13-20 telephone call with Wesley Jones; transmit
correspondence with items requested by Jones 0.40 114.00 SDC

Feb-28-20 Receiving and reviewing executed Certificate
of Title. 0.10 27.00 MEA

Totals 9.80 \$2,758.50

DISBURSEMENTS

Jan-24-20 Filing Fee - Sale fee to Hernando County
Clerk 70.00

Feb-07-20 Postage - FedEx to Hernando County Clerk 9.12
Filing Fee - Doc Stamps 0.70

Totals \$79.82

Total Fee & Disbursements**\$2,838.32**

Previous Balance

68,952.08

Balance Now Due**\$71,790.40****Received****MAR 05 2020**

TAX ID Number 26-1572385

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

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	9702	\$ 1,075.00		Management Services - April
Monthly Contract Sub-Total		\$ 1,075.00		

Variable Contract				
Clark & Albaugh, LLP	16961	\$ 1,063.50		Professional Services - General Matters - 04/01/20
Clark & Albaugh, LLP	16962	2,052.00		Professional Services - v. CASHP 3 - 04/01/20
Clark & Albaugh, LLP	16963	324.00		Professional Services - TC 13, LLC - 04/01/20
Clark & Albaugh, LLP	16983	814.50		Professional Services - v. CASHP 3 - 04/17/20
Clark & Albaugh, LLP	16984	54.00		Professional Services - TC 13, LLC - 04/17/20
Clark & Albaugh, LLP	16985	1,629.90	\$ 5,937.90	Professional Services - General Matters - 04/22/20
Variable Contract Sub-Total		\$ 5,937.90		

Utilities				
Utilities Sub-Total		\$ 0.00		

Regular Services				
Disclosure Services LLC	4	\$ 5,000.00		Series 2004 Dissemination Agent Services - FY20
Tampa Bay Times	75776 040320	94.10		CDD Meeting - 04/03/20
Regular Services Sub-Total		\$ 5,094.10		

Additional Services				
----------------------------	--	--	--	--

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

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 12,107.00		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

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

INVOICE

Invoice Number: 9702
Invoice Date: Apr 1, 2020
Page: 1

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

Ship to:	

Customer ID	Customer PO	Payment Terms	
Southern Hills Plant		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		4/2/20

[illegible]

Subtotal	1,075.00
Sales Tax	
Total Invoice Amount	1,075.00
Payment/Credit Applied	
TOTAL	1,075.00

Received

APR 06 2020

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

April 1, 2020

Attention: Brian Howell, District Manager

File # 7716-001
Inv #: 16961

RE: General Matters

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-06-20	correspondence and call to trustee's counsel regarding status of triparty agreement and bondholder direction	0.40	114.00	SDC
Mar-19-20	Researching question pertaining to conducting virtual meetings during the COVID-19 pandemic and drafting memorandum regarding same.	0.70	189.00	MEA
Mar-20-20	Revise memorandum on Public Meetings; review of AGO opinion and EO-69; review of relevant statutes and revise memorandum	0.60	171.00	SDC
Mar-23-20	modify and finalize meeting memo	0.50	142.50	SDC
Mar-30-20	draft audit response letter including litigation narrative	1.00	285.00	SDC
Apr-01-20	Drafting Meeting Notice for CMT meeting due to COVID-19.	0.60	162.00	MEA
	Totals	3.80	\$1,063.50	
Total Fee & Disbursements				\$1,063.50
Previous Balance				5,299.75
Previous Payments				570.00

Invoice #: 16961

Page 2

April 1, 2020

Balance Now Due

\$5,793.25

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

April 1, 2020

Attention: Brian Howell, District Manager

File # 7716-002
Inv #: 16962

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

151

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-28-20	review of certificate of title; call to trustee's counsel	0.20	57.00	SDC
Mar-02-20	correspondence with trustee's counsel; telephone call with Wesley Jones; review of correspondence including direction letter and followup correspondence	0.60	171.00	SDC
Mar-18-20	telephone call and correspondence with trustee's counsel; subsequent correspondence regarding triparty agreement questions; correspondence to Wesley Jones	0.60	171.00	SDC
Mar-19-20	telephone call with trustee's counsel regarding triparty agreement	0.30	85.50	SDC
Mar-23-20	telephone call with trustee's counsel; correspondence	0.30	85.50	SDC
Mar-24-20	correspondence with trustee's counsel; correspondence with Wesley Jones; preparation of draft of understanding regarding funding agreement; additional communications with trustee's counsel	2.60	741.00	SDC
Mar-25-20	correspondence with trustee's counsel; correspondence with Wesley Jones; review of	1.70	484.50	SDC

	proposed changes in documents, provide further edits and related correspondence			
Mar-27-20	additional correspondence regarding finalization of documents; correspondence with Wesley Jones; correspondence with chair	0.60	171.00	SDC
Mar-30-20	telephone call with chair regarding status of triparty and related agreements and status of project efforts	0.30	85.50	SDC
	Totals	7.20	<u>\$2,052.00</u>	
	Total Fee & Disbursements			\$2,052.00
	Previous Balance			71,790.40
	Previous Payments			8,159.35
	Balance Now Due			\$65,683.05

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

April 1, 2020

Attention: Brian Howell, District Manager

File # 7716-004

Inv #: 16963

RE: TC 13, LLC v. Boomerang SH, LLC, et al.

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-27-20	Reviewing PL's motion to substitute PL and for leave to file Second Amended Complaint; Office conference with SDC regarding same.	1.20	324.00	MEA
	Totals	1.20	\$324.00	
	Total Fee & Disbursements			\$324.00
	Previous Balance			1,861.50
	Previous Payments			1,207.50
	Balance Now Due			\$978.00

BY 2/10/20 JLS

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

April 17, 2020

Attention: Brian Howell, District Manager

File # 7716-002
Invoice # 16983

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

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-02-20	draft modifications to funding agreement; review of prior agreements and correspondence; correspondence to Wesley Jones	2.10	598.50	SDC
Apr-08-20	Reviewing trial exhibits as to assessments on tax rolls for 2012 through 2019.	0.80	216.00	MEA
	Totals	2.90	\$814.50	
	Total Fee & Disbursements		\$814.50	
	Previous Balance		65,683.05	
	Interest per FLA.STAT. §218.74(4)		3,084.72	
	Balance Now Due		\$69,582.27	

Handwritten:
Bal
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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

April 17, 2020

Attention: Brian Howell, District Manager

File # 7716-004
Invoice # 16984

RE: TC 13, LLC v. Boomerang SH, LLC, et al.

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-09-20	Receiving and reviewing DEF Boomerang's response in opposition to PL's motion to substitute PL, etc.; Office conference with SDC regarding same.	0.20	54.00	MEA
	Totals	0.20	<u>\$54.00</u>	
	Total Fee & Disbursements			\$54.00
	Previous Balance			978.00
	Interest per FLA.STAT. §218.74(4)			15.13
	Balance Now Due			<u>\$1,047.13</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

April 22, 2020

Attention: Brian Howell, District Manager

File # 7716-001
Invoice # 16985

RE: General Matters

5140
3107
05

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-01-20	Drafting funding agreement between the District and SHP3, LLC.	1.30	351.00	MEA
Apr-02-20	correspondence regarding electronic meeting, notice and agenda; review of meeting notice	0.70	199.50	SDC
Apr-03-20	correspondence with manager regarding assessment roll question ; correspondence regarding agenda	0.30	85.50	SDC
	review of prior budget and correspondence regarding same	0.20	57.00	SDC
Apr-08-20	correspondence with Wesley Jones regarding revisions to funding agreement and other items for meeting agenda; review of calculations regarding past due O&M; review of documents	1.20	342.00	SDC
Apr-09-20	various correspondence with Wesley Jones regarding funding agreement and anticipated redemption proceeds	0.50	142.50	SDC
	Drafting Covid-19 updated memorandum with form of CMT hearing notice.	0.70	189.00	MEA

Apr-10-20	review of meeting agenda package; attendance at board meeting (phone)	0.90	256.50	SDC
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Totals

5.80 \$1,623.00**DISBURSEMENTS**

Apr-14-20	Postage - Certified letter to Brian Lamb	6.90
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Totals

\$6.90**Total Fee & Disbursements****\$1,629.90**

Previous Balance

5,793.25

Interest per FLA.STAT. §218.74(4)

247.68

Balance Now Due**\$7,670.83**

TAX ID Number 26-1572385

1005 Bradford Way
Kingston, TN 37763

Date	Invoice #
4/3/2020	4

Bill To
Southern Hills Plantation II CDD C/O Meritus

Terms	Due Date
Net 30	5/3/2020

[illegible]

Total	\$5,000.00
Payments/Credits	\$0.00
Balance Due	\$5,000.00

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info

Tampa Bay Times

tampabay.com

Times Publishing Company

DEPT 3396

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DALLAS, TX 75312-3396

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Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates	Advertiser Name	
04/ 3/20	SOUTHERN HILLS PLANTATION II	
Billing Date	Sales Rep	Customer Account
04/03/2020	Deirdre Almeida	69893
Total Amount Due		Ad Number
\$94.10		0000075776

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
04/03/20	04/03/20	0000075776	Times	Legals CLS	CDD Meeting	1	2x54 L	\$90.10
04/03/20	04/03/20	0000075776	Tampabay.com	Legals CLS	CDD Meeting AffidavitMaterial	1	2x54 L	\$0.00 \$4.00

5/13/20
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PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

Advertising Run Dates	Advertiser Name	
04/ 3/20	SOUTHERN HILLS PLANTATION II	
Billing Date	Sales Rep	Customer Account
04/03/2020	Deirdre Almeida	69893
Total Amount Due		Ad Number
\$94.10		0000075776

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

Tampa Bay Times
Published Daily

STATE OF FLORIDA
 COUNTY OF Hernando, Citrus

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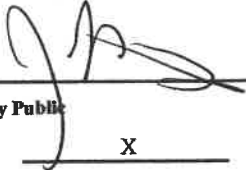
Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: CDD Meeting** was published in **Tampa Bay Times: 4/ 3/20** 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 **.04/03/2020**



Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

**PUBLIC MEETING HELD DURING PUBLIC HEALTH EMERGENCY
 DUE TO COVID-19**

Notice is hereby given that the Board of Supervisors ("Board") of the Southern Hills Plantation II Community Development District ("District") will hold a regular meeting of the Board of Supervisors on April 10, 2020 at 10:30 a.m. to be conducted telephonically at 1-866-906-9330, Participant Access Code - 4863181 pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and pursuant to Section 120.54(5)(b)2, Florida Statutes.

While it is necessary to hold the above referenced meeting of the District's Board of Supervisors utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can do so telephonically at 1-866-906-9330, Participant Access Code - 4863181. Additionally, participants are encouraged to submit questions and comments to the District Manager in advance at 813-873-7300 to facilitate the Board's consideration of such questions and comments during the meeting.

A copy of the agenda may be obtained at the offices of the District Manager, c/o 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 ("District Manager's Office") during normal business hours.

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

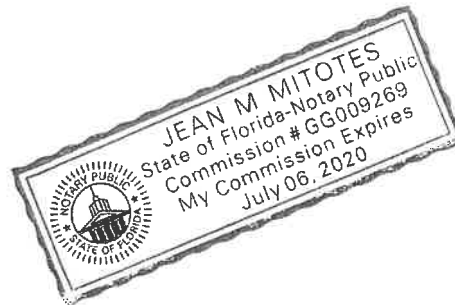
Any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), 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 Meetings 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 Lamb
 District Manager

April 3, 2020

0000075776



Southern Hills Plantation II Community Development District

Financial Statements
(Unaudited)

Period Ending
April 30, 2020



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 4/30/2020
(In Whole Numbers)

	General Fund	Debt Service Fund	Capital Projects Fund	General Fixed Assets Account Group	General Long-Term Debt Account Group	Total
Assets						
Cash Account Suntrust #8371	21,186	0	0	0	0	21,186
Investment - Revenue 2004 (412)	0	186,648	0	0	0	186,648
Investment - Prepayment 2004 (449)	0	5,232	0	0	0	5,232
Investment - Reserve 2004 (458)	0	7,384	0	0	0	7,384
Investment - Construction 2004 (467)	0	0	2,321	0	0	2,321
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	0	0	0	0	0
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	152	0	0	0	0	152
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
Total Assets	23,168	303,830	2,338	3,386,703	2,980,000	6,696,040
Liabilities						
Accounts Payable	87,074	0	0	0	0	87,074
Accounts Payable Other	600	0	0	0	0	600
Due To Debt Service Fund	104,566	0	0	0	0	104,566
Accrued Expenses Payable	0	0	0	0	0	0
Long Term Payable- SHPI CDD	0	0	0	0	0	0
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
Total Liabilities	192,240	1,468,623	0	0	2,980,000	4,640,863
Fund Equity & Other Credits						
Fund Balance-All Other Reserves	0	(1,193,887)	2,318	0	0	(1,191,569)
Fund Balance-Unreserved	(168,566)	0	0	0	0	(168,566)
Investment In General Fixed Assets	0	0	0	3,386,703	0	3,386,703
Other	(506)	29,095	20	0	0	68
Total Fund Equity & Other Credits	(169,072)	(1,164,793)	2,338	3,386,703	0	2,055,177

Southern Hills Plantation II Community Development District

Balance Sheet

As of 4/30/2020
(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>23,168</u>	<u>303,830</u>	<u>2,338</u>	<u>3,386,703</u>	<u>2,980,000</u>	<u>6,696,040</u>

Southern Hills Plantation II Community Development District

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2019 Through 4/30/2020

(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percent Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	3	3	0.00%
Special Assessments				
Tax Roll	83,895	35,074	(48,821)	(58.19)%
Off Roll	136,000	0	(136,000)	(100.00)%
Other Miscellaneous Revenues				
Miscellaneous Revenue	0	5,212	5,212	0.00%
Total Revenues	219,895	40,289	(179,606)	(81.68)%
Expenditures				
Legislative				
Supervisor Fees	1,600	0	1,600	100.00%
Financial & Administrative				
District Management	12,000	7,000	5,000	41.66%
District Engineer	2,500	0	2,500	100.00%
Disclosure Report	5,000	5,000	0	0.00%
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	895	(395)	(79.08)%
Bank Fees	310	0	310	100.00%
Dues, Licenses & Fees	175	175	0	0.00%
Website Development/Maintenance	900	2,025	(1,125)	(125.00)%
Legal Counsel				
District Counsel	15,000	5,094	9,906	66.04%
Foreclosure Expenses	125,000	29,739	95,261	76.20%
Electric Utility Services				
Street Lights	16,525	0	16,525	100.00%
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	0	16,908	100.00%
Irrigation Repairs & Maintenance	3,500	0	3,500	100.00%
Landscape Replacement Plants, Trees, Mulch	5,000	0	5,000	100.00%
Total Expenditures	219,895	54,698	165,197	75.13%
Other Financing Sources				
Interfund Transfer	0	13,903	13,903	0.00%
Excess of Revenue Over(Under) Expenditures	0	(506)	(506)	0.00%
Fund Balance, Beginning of Period	0	(168,566)	(168,566)	0.00%
Fund Balance, End of Period	0	(169,072)	(485,581)	0.00%

Southern Hills Plantation II Community Development District

Statement of Revenues and Expenditures

200 - Debt Service Fund

From 10/1/2019 Through 4/30/2020

(In Whole Numbers)

	Annual Budget	Current Period Actual	Budget To Actual Variance	Budget Percent Remaining
Revenues				
Interest Earnings				
Interest Earnings	0	1,483	1,483	0.00%
Special Assessments				
Tax Roll	256,250	26,121	(230,129)	(89.80)%
Other Miscellaneous Revenues				
Miscellaneous Revenue	<u>0</u>	<u>38,043</u>	<u>38,043</u>	<u>0.00%</u>
Total Revenues	<u>256,250</u>	<u>65,647</u>	<u>(190,603)</u>	<u>(74.38)%</u>
Expenditures				
Financial & Administrative				
Trustees Fees	0	10,549	(10,549)	0.00%
Legal Counsel				
District Counsel	0	12,101	(12,101)	0.00%
Debt Service				
Interest	146,250	0	146,250	100.00%
Principal	<u>110,000</u>	<u>0</u>	<u>110,000</u>	<u>100.00%</u>
Total Expenditures	<u>256,250</u>	<u>22,650</u>	<u>233,600</u>	<u>91.16%</u>
Other Financing Sources				
Interfund Transfer	0	(13,903)	(13,903)	0.00%
Excess of Revenue Over(Under) Expenditures	<u>0</u>	<u>29,095</u>	<u>29,095</u>	<u>0.00%</u>
Fund Balance, Beginning of Period	0	(1,193,887)	(1,193,887)	0.00%
Fund Balance, End of Period	<u><u>0</u></u>	<u><u>(1,164,793)</u></u>	<u><u>(1,164,793)</u></u>	<u><u>0.00%</u></u>

Southern Hills Plantation II Community Development District

Statement of Revenues and Expenditures

300 - Capital Projects Fund
From 10/1/2019 Through 4/30/2020
(In Whole Numbers)

	<u>Annual Budget</u>	<u>Current Period Actual</u>	<u>Budget To Actual Variance</u>	<u>Budget Percent Remaining</u>
Revenues				
Interest Earnings				
Interest Earnings	<u>0</u>	<u>20</u>	<u>20</u>	<u>0.00%</u>
Total Revenues	<u>0</u>	<u>20</u>	<u>20</u>	<u>0.00%</u>
Excess of Revenue Over(Under) Expenditures	<u>0</u>	<u>20</u>	<u>20</u>	<u>0.00%</u>
Fund Balance, Beginning of Period	0	2,318	2,318	0.00%
Fund Balance, End of Period	<u>0</u>	<u>2,338</u>	<u>2,338</u>	<u>0.00%</u>

Southern Hills Plantation II Community Development District
Reconcile Cash Accounts

Summary

Cash Account: 10102 Cash Account Suntrust #8371
Reconciliation ID: 04/30/20
Reconciliation Date: 4/30/2020
Status: Locked

Bank Balance	21,914.85
Less Outstanding Checks/Vouchers	729.35
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	21,185.50
Balance Per Books	<u>21,185.50</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: 04/30/20

Reconciliation Date: 4/30/2020

Status: Locked

Outstanding Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1372	4/23/2020	Series 2004 FY20 Tax Dist ID 19-108	729.35	Southern Hills Plantation II CDD
Outstanding Checks/Vouchers			729.35	

Southern Hills Plantation II Community Development District
Reconcile Cash Accounts

Detail

Cash Account: 10102 Cash Account Suntrust #8371

Reconciliation ID: 04/30/20

Reconciliation Date: 4/30/2020

Status: Locked

Cleared Deposits

<u>Deposit Number</u>	<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>
	33339	4/20/2020	Tax Distribution - 04.20.20	1,708.68
	CR316-1	4/30/2020	Interest	<u>0.33</u>
Cleared Deposits				<u><u>1,709.01</u></u>