



Rizzetta & Company

Summer Woods Community Development District

Board of Supervisors' Meeting January 23, 2020

**District Office:
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
(239) 936-0913**

www.summerwoodscdd.org

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221

Board of Supervisors	Jim Harvey Greg Meath David Truxton Troy Simpson Adam Painter	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Jere Earlywine	Hopping Green & Sams, P.A.
District Engineer	Matt Morris	Morris Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. 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), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that 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.

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9530 MARKETPLACE ROAD • SUITE 206 • FORT MYERS, FLORIDA 33912
WWW.SUMMERWOODSCDD.ORG

January 16, 2020

Board of Supervisors
**Summer Woods Community
Development District**

AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of Summer Woods Community Development District will be held on **Thursday, January 23, 2020 at 2:00 p.m.** at the Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on November 7, 2019..... Tab 1
 - B. Consideration of the Operations and Maintenance Expenditures for the Months of October, November 2019 Tab 2
- 4. BUSINESS ITEMS**
 - A. Ratification of Series 2018 A2 Construction Requisitions #35 to #38 Tab 3
 - B. Consideration of Agreement Regarding Drainage Easement Installations between the Summer Woods CDD and the Summerwoods Homeowner's Association Tab 4
 - C. Consideration of Matters Pertaining to Series 2020 Bond Issuance, Assessment Area Two Project
 1. Consideration of FMS Bonds Rule G-17 Disclosure Letter Tab 5
 2. Ratification of Greenberg Traurig Engagement Letter Tab 6
 3. Review and Consideration of Second Supplemental Engineer's Report
 4. Review and Consideration of Master Special Assessment Allocation Report – Assessment Area Two Project
 5. Review and Consideration of Preliminary Special Assessment Allocation Report – Assessment Area Two Project
 6. Review and Consideration of Bond Purchase Contract
 7. Review and Consideration of Continuing Disclosure Agreement
 8. Consideration of Resolution 2020-02, Declaring Assessments and Setting a Public Hearing

9. Consideration of Resolution 2020-03, Bond Delegation
5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (239) 936-0913.

Very truly yours,

Belinda Blandon

Belinda Blandon
District Manager

cc: Jere Earlywine, Hopping Green & Sams

Tab 1

MINUTES OF MEETING

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

**SUMMER WOODS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Summer Woods Community Development District was held on **Thursday, November 7, 2019 at 9:46 a.m.** at the Trevesta Clubhouse located at 6210 Trevesta Place, Palmetto, Florida 34221.

Present and constituting a quorum were:

Jim Harvey	Board Supervisor, Chairman
David Truxton	Board Supervisor, Assistant Secretary
Adam Painter	Board Supervisor, Assistant Secretary

Also present were:

Joe Roethke	Regional District Manager, Rizzetta & Company, Inc.
Jere Earlywine	District Counsel, Hopping Green & Sams, P.A. (via speaker phone)
Erin Tumolo	District Engineer, Morris Engineering
Paul Martin	V.P. Land Development, Kolter Land Partners

FIRST ORDER OF BUSINESS

Call to Order

Mr. Roethke called the meeting to order and conducted the roll call.

SECOND ORDER OF BUSINESS

Public Comment

Mr. Roethke stated for the record that there were no members of the public present.

Mr. Roethke administered Oath of Office to Mr. Painter and Mr. Painter has declined Supervisor Compensation. Mr. Painter advised that he has previously served on a CDD Board and is familiar with Sunshine guidelines.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
August 20, 2019**

Mr. Roethke presented the minutes of the Board of Supervisors' meeting held on August 20, 2019 and asked if there were any questions, comments, or revisions to the minutes. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Truxton, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on August 20, 2019, for the Summer Woods Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of the Operations and Maintenance Expenditures for the Months of July, August, and September 2019

Mr. Roethke advised that the operations and maintenance expenditures for the period of July 1-31, 2019 totaled \$14,256.99, the operations and maintenance expenditures for the period of August 1-31, 2019 totaled \$7,755.05, and the operations and maintenance expenditures for the period of September 1-30, 2019 totaled \$16,913.33. He asked if there were any questions regarding any item of expenditure. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Truxton, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Months of July, August, and September 2019, for the Summer Woods Community Development District.

FIFTH ORDER OF BUSINESS

Ratification of Special Assessment Bonds, Series 2018A-2 Construction Requisitions 22 through 34

Mr. Roethke advised that construction requisitions 22 through 34 totaled \$754,694.93 and asked if there were any questions. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Painter, with all in favor, the Board Ratified Special Assessment Bonds, Series 2018A-2 Construction Requisitions 22 through 34, totaling \$754,694.93, for the Summer Woods Community Development District.

SIXTH ORDER OF BUSINESS

Ratification of Amendment to Temporary Construction Easement

Mr. Earlywine provided an overview of the amendment to the temporary construction easement. He asked if there were any questions. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Truxton, with all in favor, the Board Ratified Execution of the Amendment to the Temporary Construction Easement, for the Summer Woods Community Development District.

SEVENTH ORDER OF BUSINESS

**Review and Discussion of
Memorandum Regarding Revised
Rules of Procedure and Consideration
of Resolution 2020-01, Setting a
Public Hearing on the Rules of
Procedure**

Mr. Earlywine provided an overview of the memorandum related to the rules of procedure and asked if there were any questions. There were none.

On a Motion by Mr. Harvey, seconded by Mr. Truxton, with all in favor, the Board Adopted Resolution 2020-01, Setting a Public Hearing on the Rules of Procedure for Thursday, February 6, 2020 at 9:30 a.m., to be held at the Trevesta Clubhouse, 6210 Trevesta Place, Palmetto, Florida 34221, for the Summer Woods Community Development District.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Earlywine advised he had no report.

Mr. Truxton inquired regarding the status of plat 2 dedications to the HOA. He advised that he will review with the District Engineer. Mr. Earlywine advised that his firm did prepare a package of documents for the first phase and they can now address the latest needs.

Mr. Harvey advised that the next series of bonds will be issued and he would like to have that targeted for March 2020. He further advised that Kolter is in the process of modifying the overall zoning approval for Summer Woods to include the McClure parcel; he advised that an Engineer's Report and Assessment Methodology Report will be needed. Mr. Earlywine advised that he will set up a financing call with Mr. Kessler to discuss the next issue.

B. District Engineer

Ms. Tumolo advised she had no report.

C. District Manager

Mr. Roethke advised the next regularly scheduled meeting of the Board of Supervisors is scheduled for Thursday, February 6, 2020 at 9:30 am.

NINTH ORDER OF BUSINESS

**Supervisor Requests and Audience
comments**

Mr. Roethke opened the floor for Supervisor requests and comments. There were none.

TENTH ORDER OF BUSINESS Adjournment

Mr. Roethke stated there was no further business to come before the Board and asked for a motion to adjourn the meeting.

On a Motion by Mr. Truxton, seconded by Mr. Painter, with all in favor, the Board adjourned the meeting at 9:55 a.m., for the Summer Woods Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 2

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FORT MYERS, FLORIDA 33912

Operation and Maintenance Expenditures October 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2019 through October 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$17,408.38**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Summer Woods Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2019 Through October 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Aquatic Systems, Inc	000205	0000457943	Monthly Lake and Wetland Service 10/19	\$ 603.00
Aquatic Systems, Inc	000205	0000457944	Monthly Mitigation 10/19	\$ 523.00
Hopping Green & Sams, P.A.	000201	110147	General Legal Services 08/19	\$ 1,003.00
Hopping Green & Sams, P.A.	000206	110548	General Legal Services 09/19	\$ 532.50
Morris Engineering & Consulting LLC	000202	SUMMERCDD20	Engineering Services 09/19	\$ 975.00
Peace River Electric Cooperative	000200	170982001 09/19	Entry Sign Lighting 09/19	\$ 40.22
Rizzetta & Company, Inc.	000203	INV0000043688	Assessment Roll 10/19	\$ 5,000.00
Rizzetta Technology Services	000207	INV0000004750	Website Hosting & Development 10/19	\$ 100.00
Sun State Landscape Management, Inc.	000204	26351	Monthly Landscape Maintenance 09/19	\$ 4,315.83
Sun State Landscape Management, Inc.	000208	26869	Monthly Landscape Maintenance 10/19	\$ 4,315.83
Report Total				<u>\$ 17,408.38</u>

SUMMER WOODS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FORT MYERS, FLORIDA 33912

Operation and Maintenance Expenditures November 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2019 through November 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$8,429.05**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Summer Woods Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Bradenton Herald, Inc.	000210	0004426723	Legal Advertising 10/25/19	\$ 91.26
Department of Economic Opportunity	000215	74531	Special District Fee 19/20	\$ 175.00
Morris Engineering & Consulting LLC	000211	SUMMERCDD21	Engineering Services 10/19	\$ 225.00
Peace River Electric Cooperative	000209	170982001 10/19	Entry Sign Lighting 10/19	\$ 51.68
Rizzetta & Company, Inc.	000216	INV0000043809	District Management Fees 10/19	\$ 3,850.00
Rizzetta & Company, Inc.	000212	INV0000044430	District Management Fees 11/19	\$ 3,850.00
Rizzetta Technology Services	000213	INV0000004834	Website Hosting & Development 11/19	\$ 100.00
Sun State Landscape Management, Inc.	000214	27337	Irrigation Inspection and Repair 10/19	<u>\$ 86.11</u>
Report Total				<u>\$ 8,429.05</u>

Tab 3

Summer Woods CDD - Construction Account Series 2018A-2, Requisitions for Payment		
Requisition No.	Vendor	Amount
35	RIPA & Associates, LLC	\$ 97,917.29
36	RIPA & Associates, LLC	\$ 363,400.34
37	County Materials Corporation	\$ 26,953.12
38	Fortline, Inc.	\$ 113,441.93
	Total	\$ 140,395.05

Tab 4

AGREEMENT REGARDING DRAINAGE EASEMENT INSTALLATIONS

THIS AGREEMENT REGARDING DRAINAGE EASEMENT INSTALLATIONS is made and entered into this ____ day of _____, 2020, by and between:

Summer Woods Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in County, Florida, and whose mailing address is c/o Rizzetta & Company, 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 ("**District**"); and

Summerwoods Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is 9428 Camden Field Parkway, Riverview, Florida 33578 ("**Association**").

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Manatee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management infrastructure for which the District holds certain drainage easements ("**Drainage Easements**"); and

WHEREAS, the Association provides architectural review for residents seeking to install fences and other improvements (together, "**Improvements**") on their property; and

WHEREAS, occasionally, a resident provides an application ("**Application**") seeking to install Improvements within the District's Drainage Easements; and

WHEREAS, while the installation of Improvements within Drainage Easements is discouraged, the District is amenable to the installation of such Improvements within the Drainage Easements, provided however that the Improvements do not materially interfere with the District's stormwater system or its operations and maintenance activities, and further provided that the District retains the right to remove any such Improvements if the District deems it necessary in its sole discretion to do so; and

WHEREAS, to facilitate timely review of Applications to install Improvements, and given past precedent within the community, the Association desires to have authority to review and approve Applications that would allow for the installation of Improvements within Drainage Easements; and

WHEREAS, the District is comfortable with the Association having such authority, subject to the terms and provisions of this Agreement;

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. AUTHORIZATION. The District authorizes the Association to review Applications and approve the installation of Improvements within Drainage Easements, subject to the District's right to rescind such authority at any time, and subject to the right of the District to remove any Improvements at any time in its sole discretion, and subject to the following conditions:

- The Association shall authorize and record against all property within the District a Declaration Amendment including the provisions set forth in **Exhibit A** attached hereto, and represents that it has the power and authority to do so and to effect and enforce the same. The Association represents that such Declaration Amendment will apply retroactively to existing homeowners as well as any future homeowners within the District.
- The Association shall provide to the District a copy of each Application that may potentially affect a Drainage Easement, and shall provide the District with ten (10) days to review the Application prior to any Association approval being granted. Any failure of the District to review an Application shall not be construed as an approval by the District, or otherwise affect the rights set forth herein.
- Prior to granting any Application that would authorize the installation of Improvements within a Drainage Easement, the Association shall determine that such installation shall not have a material effect on the District's stormwater management system.
- Notwithstanding anything to the contrary herein, the District reserves the right to rescind any authorization for the installation of Improvements within a Drainage Easement at any time and in its sole discretion, and accordingly remove the Improvements at the expense of the homeowner.

SECTION 3. INDEMNIFICATION. Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, regulatory penalty, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, and representatives, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 4. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 5. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. In the event that either the District or the Association is required to enforce this Agreement by court proceedings or otherwise, then the prevailing

party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 6. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 7. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

SECTION 8. TERMINATION. Either party may terminate this Agreement for any or no cause upon ten (10) days prior written notice to the other party.

SECTION 9. ASSIGNMENT. No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

SECTION 17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Manatee County, Florida.

SECTION 18. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

**SUMMER WOODS COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Its: _____

SUMMERWOODS HOMEOWNERS ASSOCIATION, INC.

By: _____

Its: _____

EXHIBIT A: Proposed Declaration Amendment

EXHIBIT A
PROPOSED DECLARATION AMENDMENT

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

_____ AMENDMENT TO
COMMUNITY DECLARATION FOR SUMMERWOODS

THIS _____ AMENDMENT TO COMMUNITY DECLARATION FOR SUMMERWOODS ("_____ **Supplement**") is made on this day of _____, 20____, by VK SUMMERWOODS LLC, a Florida limited liability company ("**Developer**"), joined by SUMMERWOODS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declarant recorded the Community Declaration for Summerwoods in Official Records Book 2757, Page 7440, as amended by that certain First Amendment to Community Declaration for Summerwoods in Official Records Book 2766, Page 2433, and the Second Amendment and First Supplemental Declaration to Community Declaration for Summerwoods in Official Records Book 2801, Page 5170, all of the Public Records of Manatee County, Florida (collectively, "**Declaration**").

B. The Developer wishes, in accordance with Section 4 of the Declaration, to file of record this _____ Amendment for the purpose of addition a provision regarding the installation of improvements within drainage easements to the Declaration.

NOW THEREFORE, the Developer hereby amends the Declaration as set forth herein.

1. Recitals and Defined Terms. The foregoing recitals are true and correct and are incorporated into and form a part of this _____ Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Conflicts. In the event there is a conflict between this _____ Amendment and the Declaration, this _____ Amendment shall control. Whenever possible, this _____ Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Amendment. Section 15.9, Drainage, of the Declaration is hereby amended by adding the following provision:

15.9(a) Installation of Improvements within Drainage Easement. The CDD owns, operates and maintains the stormwater management system within the community, and holds rights to the drainage easements ("**Drainage Easement**"). It is recommended that fences and other improvements (together, "**Improvements**") not be installed in Drainage Easements. Pursuant to an agreement between the CDD and Association, which may be terminated at any time, the Association may grant permission for an Improvement to be installed in a Drainage Easement, subject to first determining that the installation of the Improvement will not materially affect the District's stormwater management system, and subject to the terms of this section.

The Owner has the following responsibilities:

- a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.
- b. The Owner shall use only licensed and insured contractors to install the Improvements. Further, the Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).
- c. Neither the CDD nor the Association has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work.
- d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of CDD or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the CDD for such repairs, at the CDD's option.
- e. Owner's exercise of rights hereunder shall not interfere with CDD's rights under the Easement. For example, if the Improvements include a fence, such fence shall be installed within the Easement a few inches higher than ground level, so as not to impede the flow of water, or shall otherwise be constructed so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe or utilities that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.
- f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements, and agrees to maintain the Improvements in good condition.
- g. Additionally, the Owner shall keep the Drainage Easement free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.
- h. The Owner shall notify the CDD prior to commencing work and upon completing work, so that the CDD may inspect the License Area. Any such

inspection shall not be deemed an approval by the CDD of any work, and the CDD shall retain all rights to enforce the terms of this Agreement.

Any permission granted by the Association or CDD is given to Owner as an accommodation and is revocable by the Association or the CDD at any time. Owner acknowledges the legal interest of the CDD in the Drainage Easement and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise any privilege granted to Owner at Owner's own risk, and agrees that Owner will never claim any damages against the Association or CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the Association or CDD. Owner further acknowledges that, without notice, the Association or CDD may remove all, or any portion or portions, of the Improvements installed upon the Drainage Easement at Owner's expense, and that the Association or CDD is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.

Owner agrees to indemnify, defend and hold harmless the Association, Manatee County, and the CDD as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, any exercise of the privileges described hereunder.

A failure of the Owner to meet the requirements of this section shall entitle the Association or CDD to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. The prevailing party in any litigation to enforce the terms of this section shall be entitled to reasonable attorney's fees and costs. As a point of clarification, Owner and Association agree and acknowledge that the CDD may directly enforce the provisions of this section.

The provisions of this section may not be amended without the consent of the CDD.

4. **Ratification.** The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

5. **Covenant.** This _____ Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Manatee County, Florida.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Developer hereunder, has hereunto set its hand and seal this ____ day of _____, 20__.

WITNESS

VK SUMMERWOODS LLC

By: _____
Name: _____

By: _____
Name: James P. Harvey
Title: Vice President

By: _____
Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by **James P. Harvey, Vice President of VK Summerwoods LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

JOINDER

SUMMERWOODS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this _____ AMENDMENT TO COMMUNITY DECLARATION FOR SUMMERWOODS (this "_____ **Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the _____ Amendment and does not affect the validity of this _____ Amendment as the Association has no right to approve this _____ Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 20__.

WITNESS

**SUMMERWOODS HOMEOWNERS
ASSOCIATION, INC.**

By: _____
Name: _____

By: _____
Name: James P. Harvey
Title: President

By: _____
Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by **James P. Harvey, President of VK Summerwoods Homeowners Association, Inc.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

Tab 5

fmsbonds
Municipal Bond Specialists

January 9, 2020

Summer Woods Community Development District
c/o Rizzetta & Company, Inc.
9530 Marketplace Road, Suite # 206
Ft. Myers, Florida 33912
Attention: Ms. Belinda Blandon

Re: Summer Woods CDD, Series 2020 Bonds

Dear Ms. Blandon:

We are writing to provide you, as the Summer Woods Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹ (the "Notice").

The Issuer has engaged FMSbonds, Inc. ("FMS") to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. We may also have provided such advice as part of the process of seeking to be selected to serve as your underwriter. Any such advice was provided by FMS as an underwriter and not as your financial advisor in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. As such, the underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters of Municipal Securities (effective August 2, 2012).

- The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- As underwriter, we will review the disclosure document for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.²

The underwriter will be compensated by a fee and/or an fee that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMS is acting independently in seeking to act as an underwriter in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

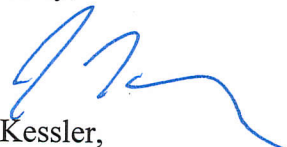
² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

The MSRB requires that we seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above within five (5) business days of the date of this letter. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds, and we appreciate the opportunity to assist with your financing need. Thank you.

Sincerely,



Jon Kessler,
Executive Director
FMSbonds, Inc.

Acknowledgement:

Summer Woods Community Development District

By: _____

Tab 6

STEPHEN D. SANFORD, ESQ.
WEST PALM BEACH OFFICE
DIRECT DIAL: 561-650-7945
E-MAIL: sanfords@gtlaw.com

January 13, 2020

Board of Supervisors of
Summer Woods Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Ave., Ste. 200
Attn: Belinda Blandon

REVISED

Re: **Summer Woods Community Development District
Special Assessment Bonds, Series 2020
(Assessment Area Two Project)**

Dear Board of Supervisors:

Greenberg Traurig, P.A. would be pleased to serve as Bond Counsel to the Summer Woods Community Development District (the "District") in connection with the above-referenced proposed special assessment bond issue (the "Bonds") to be issued to finance certain public infrastructure improvements within a designated assessment area within the District (herein, the "Project") and the costs of issuance of the Bonds.

We would propose to perform all of the services customarily performed by bond counsel, including necessary tax analysis in connection with the issuance of the above-referenced Bonds under a trust indenture (which we shall prepare), the preparation of all bond resolutions, the drafting of all closing papers, the delivery of our tax opinion to the investors and assistance in the preparation of a preliminary and final limited offering memorandum. For our services, we would propose a legal fee of \$45,000. We would like to point out that our Firm will provide an unqualified tax opinion subject to additional tax diligence in light of the Villages TAM. In addition, we would review all required assessment proceedings prepared by District Counsel.

We will also seek reimbursement of our reasonable documented expenses; such fees and expenses payable at, and contingent upon, the closing of the Bond issue (other than our expenses which are not contingent on the closing of the Bonds). Our out-of-pocket expenses, for which we will bill the District at the time of delivery of the Bonds, will not include the cost of preparing the final bond transcripts. Such item will be a post-closing matter and will be billed to the District at cost. Our fees assume that the requirements of Circular 230 will not be applicable to the Bonds; but in any event could not exceed the above stated amounts without notice to the Board of Supervisors.

If for any reason the District is unable to complete its financing or shall abandon issuing the Bonds utilizing special assessment bonds to finance the costs of the Project, our proposed

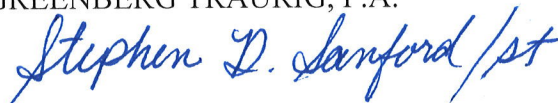
bond counsel fee would be payable in the amount described below on or before the close of calendar year 2020. Such amount due would be equal to our normal hourly rates, discounted by 10%, plus our reasonable documented out-of-pocket expenses. In all cases, if we were to be paid under such formula, our total fee for services provided as bond counsel would not exceed \$45,000. We presume that under that scenario, where there are no bond proceeds available to pay our fees, payment would be made from general fund moneys of the District or moneys provided by the primary landowner/developer.

If our fee quote is acceptable to you, please indicate by signing below on the extra copy of this letter enclosed and return the same to me.

If you have any questions, please feel free to give me a call. We look forward to the opportunity to work with you on this financing.

Very truly yours,

GREENBERG TRAURIG, P.A.



Stephen D. Sanford, Shareholder

SUMMER WOODS COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Name: _____

Title: _____

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