



**AH AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING &
FEBRUARY 25, 2021
2:00 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

www.ahturnpikesouthcdd.org

786.347.2711 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

AGENDA
A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT
 Crexent Business Center
 Third Floor Conference Room
 6625 Miami Lakes Drive
 Miami Lakes, Florida 33014
REGULAR BOARD MEETING
 February 25, 2021
 2:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Consider Resignation.....Page 2
- E. Election of Officers
 - Chairman
 - Vice Chairman
 - Secretary/Treasurer
 - Assistant Secretaries
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes
 - 1. August 25, 2020 Public Hearing & Regular Board Meeting.....Page 3
 - 2. November 19, 2020 Regular Board Meeting.....Page 10
- I. Old Business
- J. New Business
 - 1. Ratify and Approve All Actions Taken During the November 19th 2020 Regular Meeting
 - 2. Consider Resolution 2021-01 - Ratifying and Accepting the Changes Formerly Series 2020 to Current Series 2021 Bonds on All Corresponding Documents.....Page 15
 - 3. Consider Investment Banker Proposal – FMSBonds.....Page 16
 - 4. District Engineer Update
 - 5. Authorize the Chairman to Sign on Behalf of the District for the WASD Agreement, Assignment & Assumption, Bills of Sale, etc. on the Transfer of Water & Sewer Improvements to the County with District Engineer’s Approval and/or Certification
 - 6. Consider Approval of Updated Improvement Acquisition Agreement (Phase Three).....Page 19
 - 7. Consider Approval of Updated Declaration of Consent to Jurisdiction and Imposition of Special Assessments (Phase Three).....Page 29
 - 8. Consider Approval of Updated Collateral Assignment & Assumption of Development Rights (Phase Three).....Page 33
- K. Administrative Business
 - 1. Financial Update.....Page 41
- L. Board Member/Staff Comments
- M. Adjourn

Publication Date
2021-02-17

Subcategory
Miscellaneous Notices

A.H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF REGULAR BOARD MEETING

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the A.H. at Turnpike South Community Development District will hold a Regular Meeting on February 25, 2021, at 2:00 p.m. in the Third Floor Conference Room of the Crexent Business Center located at 6625 Miami Lakes Drive, 3rd Floor, Miami Lakes, Florida 33014.

The purpose of this meeting is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District's website or by contacting the District Manager at (786) 347-2711 Ext. 2011 and/or toll free at 1-877-737-4922 five (5) days prior to the date of the meeting.

From time to time one or two Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.

Said meeting may be continued as found necessary to a time and place specified on the record.

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this meeting should contact the District Manager at (786) 347-2711 Ext. 2011 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT
www.ahturnpikesouthcdd.org
2/17 21-24/0000513730M

February 11, 2021

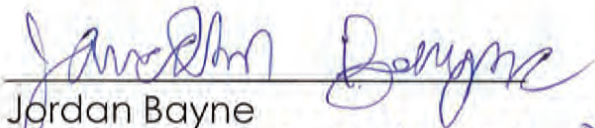
Board of Supervisors
A.H. Turnpike South Community Development District
c/o Special District Services, Inc.,
8785 SW 165th Avenue
Suite 200
Miami, FL 33193

RE: Resignation Letter

Dear Board of Supervisors,

Please be advised that I Jordan Bayne am resigning my position as Board Member and Officer holding Seat #3 of the A.H. at Turnpike South Community Development District Board of Supervisors effective as of November 19, 2020.

Sincerely,



Jordan Bayne

{Address} 133 Isle of Venice Dr, Ft. Lauderdale FL 33301

{email} jbayne@drhorton.com

**A.H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
TO JOIN BY URL FOR VIDEO ACCESS AT:
<https://us02web.zoom.us/j/85217006211>
MEETING ID: 852 1700 6211
DIAL IN AT: 929 436 2866
AUGUST 25, 2020**

A. CALL TO ORDER

Mrs. Perez called the August 25, 2020, Regular Board Meeting of the A.H. at Turnpike South Community Development District to order at 10:33 a.m. via Zoom.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on August 5, 2020, and August 12, 2020, as legally required.

Pursuant to and as reported by the Centers for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. It is thereby recommended that we, as a community, practice social distancing.

In consideration of the safety of all and under the Governor's Executive Order 20-69, and as extended by Executive Order 20-112, there is a temporary suspension of the statutory requirement that a quorum be present in person at a specific public place, and authorizing the use of media technology, such as telephonic and video conferencing, as provided in Section 120.54(5)(b)2, Florida Statutes. The Executive Order does not waive any other requirement of Florida's Constitution or Florida's Government-in-the-Sunshine Laws.

As such to join said meeting the following information was advertised and posted on the District Website;

Due to the COVID-19 public health emergency, the August 25, 2020, meeting is being held utilizing communications media technology.

Join by URL for VIDEO ACCESS at:

<https://us02web.zoom.us/j/85217006211>

MEETING ID: 852 1700 6211

DIAL IN AT: 929 436 2866

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance virtually: Chairman Karl Albertson, Vice Chairman Ravi Latchman and Supervisors Logan Bell and Javi Tavel and it was in order to proceed with the meeting.

Staff in attendance virtually were: District Manager Gloria Perez of Special District Services, Inc.; General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; and District Engineer Ed Pino of American Services of Miami, Corp.

Also virtually present were Niyala Harrison and Robert Gang of Greenberg Traurig; and Jon Kessler of FMSbonds.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mrs. Perez announced that since the District had received the Oath of Office from Javier Tavel, dated July 30, 2020, it would be in order to elect Officers of the District. She noted the roles of Armando Silva, Nancy Nguyen and herself regarding appointment to office and stated that nominations would be in order for Chairperson and Vice-Chair, with the remaining three Supervisors being designated as Assistant Secretaries.

The following slate of officers was nominated:

- Chairperson – Karl Albertson
- Vice Chairperson – Ravi Latchman
- Assistant Secretary – Logan Bell
- Assistant Secretary – Javier Tavel
- Secretary/Treasurer – Gloria Perez
- Assistant Secretaries - Armando Silva and Nancy Nguyen (District Managers for Special District Services, Inc., in Mrs. Perez’s absence)

A **MOTION** was made by Supervisor Bell, seconded by Supervisor Albertson and unanimously passed to approve and elect the above indicated slate of officers, as presented.

A **MOTION** was then made by Supervisor Latchman and seconded by Supervisor Albertson to appoint Vindra A. Hanuman to fill the vacancy and unexpired term of office in Seat No. 5, which term expires in 2020.

Ms. Hanuman is to have her Oath of Office provided to the District prior to the next scheduled meeting.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. May 26, 2020, Regular Board Meeting

Mrs. Perez presented the minutes of the May 26, 2020, Regular Board Meeting and asked if there were any changes/corrections.

There being no changes/corrections, a **MOTION** was made Supervisor Tavel, seconded by Supervisor Albertson and unanimously passed approving the minutes of the May 26, 2020, Regular Board Meeting, as presented.

G. OLD BUSINESS

There were no Old Business items to come before the Board.

H. NEW BUSINESS

1. Consider Resolution No. 2020-09 – Amending the Date and Time for Public Hearing

Resolution No. 2020-09 was presented, entitled:

RESOLUTION NO. 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT REGARDING THE PROPOSED BUDGET FOR FISCAL YEAR 2020/2021; AMENDING RESOLUTION NO. 2020-05 BY AMENDING THE PUBLIC HEARING DATE FOR PUBLIC COMMENT AND FINAL ADOPTION OF THE FISCAL YEAR 2020/2021 FINAL BUDGET AND NON AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

A **MOTION** was made by Supervisor Bell, seconded by Supervisor Albertson and unanimously passed to adopt Resolution No. 2020-09, as presented, amending the Public Hearing date to reflect August 25, 2020.

2. Consider Resolution No. 2020-10 – Adopting a Fiscal Year 2020/2021 Meeting Schedule

Mrs. Perez presented Resolution No. 2020-10, entitled:

RESOLUTION NO. 2020-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AH AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2020/2021 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

A **MOTION** was made by Supervisor Bell, seconded by Supervisor Albertson and unanimously passed to adopt Resolution No. 2020-10, approving the Regular Meeting Schedule for Fiscal Year 2020/2021 by holding meetings in the Crexent Business Center, 3rd Floor Conference Room, located at 6625 Miami Lakes Drive, Miami Lakes, Florida 33014, with the start time of 10:30 a.m., and authorizes the advertisement of same, as required by law.

After a brief discussion regarding scheduling conflicts:

A **MOTION** was then made by Supervisor Bell, seconded by Supervisor Albertson and unanimously passed rescinding the previous **MOTION** and deferring Resolution No. 2020-10 until the next meeting.

3. Consider Disclosure Letter with FMSbonds

A **MOTION** was made by Supervisor Tavel, seconded by Supervisor Bell and unanimously passed approving the Disclosure Letter with FMSbonds, as presented.

4. Consider Resolution No. 2020-11 – Delegation Award Resolution

Resolution No. 2020-11 was presented, entitled:

RESOLUTION NO. 2020-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF ITS A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2020 (PHASE THREE PROJECT) (THE “SERIES 2020 BONDS”) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,500,000 TO PROVIDE FUNDS TO PAY ALL OR A PORTION OF COSTS OF THE PLANNING, FINANCING, CONSTRUCTION AND/OR ACQUISITION, INSTALLATION AND EQUIPPING OF PUBLIC INFRASTRUCTURE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO ROADWAY IMPROVEMENTS, A STORMWATER MANAGEMENT SYSTEM, A WATER DISTRIBUTION SYSTEM, A SANITARY SEWER SYSTEM, WATER AND SEWER CONNECTION FEE, FUTURE TRAFFIC SIGNAL INSTALLATION CONTRIBUTION AND ASSOCIATED PROFESSIONAL FEES AND INCIDENTAL COSTS RELATED THERETO PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AS AMENDED; DETERMINING CERTAIN DETAILS OF THE SERIES 2020 BONDS AND ESTABLISHING CERTAIN PARAMETERS FOR THE SALE THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2020 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE SERIES 2020 BONDS AND AWARDING THE SERIES 2020 BONDS TO THE UNDERWRITER NAMED THEREIN; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2020 BONDS AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2020 BONDS; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2020 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PROVIDING FOR THE APPLICATION OF SERIES 2020 BOND PROCEEDS; PROVIDING FOR RATIFICATION OF THE JUDICIAL VALIDATION OF THE SERIES 2020 BONDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2020 BONDS; MAKING CERTAIN DECLARATIONS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

- Consider Approval of 4th Supplemental Trust Indenture
- Consider Approval of Bond Purchase Contract
- Consider Approval of Preliminary Offering Memorandum
- Consider Approval of Continuing Disclosure Agreement

Ms. Harrison provided an overview of the resolution and corresponding attachments. She elaborated on Section 4, noting the nature of financing and the market conditions, as well as Section 5, stating that parameters must be met. She also mentioned steps taken leading up to this resolution.

A **MOTION** was made by Supervisor Tavel, seconded by Supervisor Albertson and unanimously passed to adopt Resolution No. 2020-11, in substantial final form.

5. Consider 1st Supplemental Methodology Report for Phase Three Project

Mrs. Perez presented the First Supplemental Special Assessment Methodology Report, dated August 25, 2020. Ms. Wald made note that the presented Special Assessment Methodology Report had been taken out of order from the previously presented reports; thereby being referred to as 1st Supplemental Methodology Report for the Phase Three Project.

A **MOTION** was made by Supervisor Tavel, seconded by Supervisor Bell and unanimously passed approving the 1st Supplemental Methodology Report for Phase Three Project, in substantial final form.

6. Consider True-Up Agreement (Series 2020 Assessments)

A **MOTION** was made by Supervisor Tavel, seconded by Supervisor Albertson and passed unanimously approving the True-Up Agreement (Series 2020 Assessments), in substantial final form.

7. Consider Completion Agreement (Phase Three)

Ms. Wald gave an overview of the agreement.

A **MOTION** was made by Supervisor Bell, seconded by Supervisor Albertson and passed unanimously approving the Completion Agreement (Phase Three), as presented.

8. Consider Improvement Acquisition Agreement (Phase Three)

Mrs. Walk explained the agreement and recommended approval.

A **MOTION** was made by Supervisor Tavel, seconded by Supervisor Albertson and passed unanimously approving the Improvement Acquisition Agreement (Phase Three), as presented.

9. Consider Collateral Assignment and Assumption of Development Rights (Phase Three)

Ms. Wald explained the purpose of the document.

A **MOTION** was made by Supervisor Tavel, seconded by Supervisor Albertson and passed unanimously approving the Collateral Assignment and Assumption of Development Rights (Phase Three), in substantial final form.

10. Consider Declaration of Consent to Jurisdiction and Imposition of Special Assessments (Phase Three)

Ms. Walk explained the document and recommended approval.

A **MOTION** was made by Supervisor Bell, seconded by Supervisor Albertson and passed unanimously approving the Declaration of Consent to Jurisdiction and Imposition of Special Assessments (Phase Three), in substantial final form.

Mrs. Perez then recessed the Regular Board Meeting and opened the Public Hearing.

I. PUBLIC HEARING
1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in the *Miami Daily Business Review* on August 5, 2020, and August 12, 2020, as legally required.

2. Receive Public Comment on the Fiscal Year 2020/2021 Final Budget

There was no public comment on the Fiscal Year 2020/2021 Final Budget.

Mrs. Perez then closed the Public Hearing and reconvened the Regular Board Meeting.

3. Consider Resolution No. 2020-12 – Adopting a Fiscal Year 2020/2021 Final Budget

Mrs. Perez presented Resolution No. 2020-12, entitled:

RESOLUTION NO. 2020-12

A RESOLUTION OF THE AH AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2020/2021 BUDGET.

Mrs. Perez read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2020/2021 Final Budget and the non-ad valorem special assess

A **MOTION** was made by Supervisor Bell, seconded by Supervisor Albertson and unanimously passed to adopt Resolution No. 2020-12, approving the Fiscal Year 2020/2021 Final Budget, as presented and setting the fiscal year 2020/2021 Final Budget and non-ad valorem special assessment tax roll (Assessment Levy).

J. ADMINISTRATIVE MATTERS
1. Financial Report

Mrs. Perez presented the Financial Reports through July 2020 and the Assessment Collections, which were provided in the meeting booklet. She indicated that the available funds as of July 31, 2020, were \$85,951.17.

K. BOARD MEMBER/STAFF COMMENTS

There were no Board Member or Staff comments.

L. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 11:05 a.m. on a **MOTION** made by Supervisor Albertson, seconded by Supervisor Bell and the **MOTION** carried unanimously.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

**A.H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 19, 2020**

A. CALL TO ORDER

Mrs. Perez called the November 19, 2020, Regular Board Meeting of the A.H. at Turnpike South Community Development District (the “District”) to order at 11:00 a.m. in the Third Floor Conference Room of the Crexent Business Center located at 6625 Miami Lakes Drive, Miami Lakes, Florida 33014.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on November 6, 2020, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairman Karl Albertson and Supervisors Vindra Hanuman and Javi Tavel and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Gloria Perez of Special District Services, Inc.; and General Counsel Vanessa Steinerts of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Also present was Jordan Bayne.

D. CONSIDER ACCEPTANCE OF RESIGNATION

Mrs. Perez asked that the Board consider accepting a letter of resignation from Supervisor Ravi Latchman, resigning from the Board and as Officer in Seat No. 3, effective as of November 3, 2020.

A **MOTION** was made by Supervisor Tavel, seconded by Supervisor Hanuman and unanimously passed accepting Ravi Latchman’s resignation from Seat No. 3 and simultaneously declaring a vacancy in Seat No. 3.

A **MOTION** was made by Supervisor Tavel and seconded by Supervisor Albertson appointing Jordan Bayne to fill the unexpired term of office in Seat No. 3, which term expires in 2024. Mr. Bayne has provided all the necessary documentation and it has been determined that he is a qualified candidate eligible for appointment.

Mrs. Perez, a Notary Public in the State of Florida, administered the Oath of Office to Mr. Bayne and he was given the standard New Board Member package outlining the responsibilities and duties of a Board Member and also containing all the appropriate forms to be completed and submitted. A Form 1-2019 was provided (due to the Supervisor of Elections’ office within 30 days), along with a copy of the Florida Commission on Ethics.

E. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

F. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

G. APPROVAL OF MINUTES

1. August 31, 2020, Public Hearing & Regular Board Meeting

The minutes of the August 31, 2020, Public Hearing & Regular Board Meeting were presented for consideration.

A **MOTION** was made by Supervisor Tavel, seconded by Supervisor Albertson and passed unanimously approving the minutes of the August 31, 2020, Public Hearing & Regular Board Meeting, as presented.

H. OLD BUSINESS

There were no Old Business items to come before the Board.

I. NEW BUSINESS

1. Consider Resolution No. 2020-15 – Adopting a Fiscal Year 2020/2021 Amended Budget

Mrs. Perez presented Resolution No. 2020-15, entitled:

RESOLUTION NO. 2020-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AH AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2019/2020 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Mrs. Perez explained, as done every year for administrative and statutory requirements, within 60 days of any given fiscal year end, the Board adopts a revised/amended budget for said year. The fiscal year ended on September 30, 2020. This is the reason it is administrative in nature (past year’s budget for past year’s expenses) and will serve as the Board’s final approval/ratification of the District’s expenditures for the past fiscal year.

A **MOTION** was made by Supervisor Tavel, seconded by Supervisor Hanuman and unanimously passed to adopt Resolution No. 2020-15, adopting a Fiscal Year 2019/2020 Amended Budget.

2. Consider Resolution No. 2020-16 – Ratifying Actions Taken Pursuant to EO No. 20-69

Mrs. Perez presented Resolution No. 2020-16, entitled:

RESOLUTION 2020-16

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT RATIFYING AND APPROVING ACTIONS TAKEN BY THE BOARD OF SUPERVISORS AT MEETINGS HELD VIA MEDIA COMMUNICATIONS TECHNOLOGY PURSUANT TO

EXECUTIVE ORDER NO. 20-69, AS AMENDED AND EXTENDED, AS A RESULT OF THE COVID-19 PANDEMIC

Ms. Steinerts provided an overview of the resolution after which the following motion was made.

A **MOTION** was made by Supervisor Hanuman, seconded by Supervisor Tavel and unanimously passed to adopt Resolution No. 2020-16, ratifying and approving the actions taken by the Board pursuant to Executive Order No. 20-69, as amended and extended.

3. Consider Resolution No. 2020-17 – Amending Date and Time for Final Landowners’ Meeting

Mrs. Perez presented Resolution No. 2020-17, entitled:

RESOLUTION NO. 2020-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2020-08; AMENDING THE DATE AND TIME FOR A FINAL LANDOWNERS’ MEETING AND PUBLIC NOTICE THEREOF FOR THE A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT’S ELECTION OF MEMBERS TO THE BOARD OF SUPERVISORS AND AUTHORIZING THE SECRETARY TO TAKE CERTAIN ACTIONS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

A **MOTION** was made by Supervisor Hanuman, seconded by Supervisor Albertson and unanimously passed to adopt Resolution No. 2020-17, ratifying and approving amending the date and time of the Final Landowners’ Meeting.

4. Receive and Accept Annual Engineering Report

A **MOTION** was made by Supervisor Tavel, seconded by Supervisor Albertson and passed unanimously receiving and accepting the Annual Engineering Report, as presented.

J. ADMINISTRATIVE MATTERS

1. Financial Report

Mrs. Perez presented the Financial Report through September 2020 and the Assessment Collections, which were provided in the meeting booklet. She indicated that available funds as of September 30, 2020, were \$67,949.84.

2. Financial Risk Management Policy Review/Update

Mrs. Perez informed the Board that as the District’s Manager, Special District Services, Inc., in compliance with statutory requirements, annual audit review practices, takes certain measures and implements procedures to identify and mitigate financial mismanagement/fraud risks, and provided the information in the meeting book thereby reviewing the same.

FINANCIAL RISK MANAGEMENT POLICY

Special District Services, Inc. (“SDS, Inc.”), acting in the capacity of District Manager, as part of good management practices and to satisfy annual audit requirements does implement certain measures and procedures to identify and mitigate financial mismanagement/fraud risks, as follows:

- a. Each month the District’s operating/checking bank account is reconciled by an authorized person who has not deposited funds to, processed expenditures or written checks from, that particular operating/checking account; and
- b. Each expenditure from the District’s operating/checking account requires a minimum of two (2) approvals from authorized staff and/or District officials and the respective approvals are provided by persons other than the preparer of the expenditure(s); and
- c. All financial transactions are logged and maintained by the District Manager for record keeping purposes; and
- d. A designated member of the Board (by an electronic approval procedure) has an opportunity to review the District’s expenditure(s) prior to the payment(s) being released; and
- e. The District engages an independent firm, pursuant to Chapter 218.391, Florida Statutes, to audit the prior year’s financial activities (October 1st through September 30th) from which an independent fiscal year annual audit is prepared; and
- f. Within sixty (60) days of the end of each fiscal year (September 30th) the District’s Board of Supervisors reviews, pursuant to Chapter 189.418(5), Florida Statutes, the prior year’s budget relative to actual revenues and expenditures and adopts by resolution an amended/revised final budget.

K. BOARD MEMBER/STAFF COMMENTS

Mrs. Perez provided a recap that the District has reached the statutorily required 250 qualified electors and time period this year, as such Seat Nos. 1 and 3 were the first to have entered the general election process for 2020.

Subsequently, Seat Nos. 2 and 4 will be elected by the qualified electors at the General Election in November, 2022.

Seat No.5 will be filled by the landowners within the District at a **final landowners’ election** to be held in November 2020 for a term of four (4) years and will subsequently be elected by the qualified electors in 2024.

General Election breakdown is as follows:

- 2020 – Seats 1 and 3
- 2022 – Seats 2 and 4
- 2024 – Seats 1, 3 and 5

Note: at approximately 11:11 a.m., Mrs. Perez recessed the Regular Board Meeting and opened the Final Landowners’ Meeting.

At approximately 11:17 a.m., Mrs. Perez reconvened the Regular Board Meeting.

Mrs. Perez restated the election results of the Landowners' Meeting and recommended that the Board accept the results, as announced and recorded (by motion).

Mrs. Perez seated Vindra A. Hanuman in Seat No. 5 as the newly elected Board Members.

A **MOTION** was made by Supervisor Tavel, seconded by Supervisor Albertson and unanimously passed accepting the November 19, 2020, Landowners' Election results, as presented.

Mrs. Perez, a Notary Public in the State of Florida, administered the Oath of Office to Vindra A. Hanuman and he was given the standard New Board Member package outlining responsibilities and duties and containing all the appropriate forms to be completed and submitted. A Form 1-2019 was provided (due to the Supervisor of Elections' Office within 30 days), along with a copy of the Florida Commission on Ethics.

Mrs. Perez stated that it would now be in order to elect Officers of the District. She noted the roles of Armando Silva, Nancy Nguyen and herself regarding appointment to office and stated that nominations would be in order for Chairperson and Vice-Chair with the remaining three Supervisors being designated as Assistant Secretaries.

The following slate of officers was nominated:

- Chairperson – Karl Albertson
- Vice Chairperson – Javi Tavel
- Assistant Secretary – Vindra A. Hanuman
- Assistant Secretary – Logan Bell
- Assistant Secretary – Jordan Bayne
- Secretary/Treasurer – Gloria Perez
- Assistant Secretaries - Armando Silva and Nancy Nguyen (District Managers for Special District Services, Inc., in Mrs. Perez's absence)

A **MOTION** was made by Supervisor Hanuman, seconded by Supervisor Albertson and unanimously passed to approve and elect the above indicated slate of officers, as presented.

L. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 11:19 a.m. on a **MOTION** made by Supervisor Albertson, seconded by Supervisor Tavel and the **MOTION** carried unanimously.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

**CONSIDER RESOLUTION 2021-01 - RATIFYING
AND ACCEPTING THE CHANGES FORMERLY
SERIES 2020 TO CURRENT SERIES 2021 BONDS
ON ALL CORRESPONDING DOCUMENTS**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

fmsbonds
Municipal Bond Specialists

February 12, 2021

A.H. at Turnpike South Community Development District
c/o Special District Services, Inc.
8785 SW 165th Avenue, #200
Miami, FL 33193
Attention: Ms. Gloria Perez

Re: A.H. at Turnpike South CDD, Series 2021 Bonds

Dear Ms. Perez:

We are writing to provide you, as A.H. at Turnpike South 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.


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.

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.

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,
FMSbonds, Inc.

Acknowledgement:

A.H. at Turnpike South Community Development District

By: _____

IMPROVEMENT ACQUISITION AGREEMENT
(PHASE THREE)

THIS IMPROVEMENT ACQUISITION AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 2021 (the “Effective Date”), by and between:

A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, FL 33410 (the “District”); and

D.R. HORTON, INC., a Delaware corporation, authorized to do business in the State of Florida, the primary developer and owner of certain lands within the boundaries of the District, whose address is 1341 Horton Circle, Arlington, Texas 76011, and its successors and assigns (the “Developer”).

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a special benefit to the lands within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District, including, without limitation, certain potable water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, public roadway and right-of-way improvements, and related improvements, all as such facilities, systems, and improvements are more specifically described in the Engineer’s Report for A.H. at Turnpike South Community Development District, dated January 28, 2020, prepared by American Services of Miami, Corp. (the “Engineer”), as amended or supplemented from time to time (the “Engineer’s Report”), and in the plans and specifications on file at the office of the District (collectively, the “Project”), which Engineer’s Report and Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the District desires to acquire from the Developer, and the Developer desires to convey to the District, on the terms and conditions set forth herein, in one or more conveyances, the Developer’s rights or interest in the Project improvements described in Exhibit A attached hereto and in the Engineer’s Report (the “Improvements”); and

WHEREAS, the District proposes to issue its A.H. at Turnpike South Community Development District Special Assessment Bonds, Series 2021 (Phase Three Project) (referred to herein as the “Bonds”), to finance the cost of acquisition of the Developer’s rights and interests in the Improvements, pursuant to a trust indenture with a trustee to be appointed and approved by the District Board of Supervisors (the “Trustee”), as such trust indenture same may be supplemented from time to time (collectively, the “Indenture”), to be executed by and between the District and Trustee, a financial institution authorized to serve as bond trustee; and

WHEREAS, any capitalized term not otherwise defined in this Agreement shall have the meaning set forth in the Indenture; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors and assigns; and

WHEREAS, as a condition of the District acquiring the Improvements, the District's Engineer (the "District Engineer"), will certify that the Improvements, or the portion of the Improvements as the case may be, being conveyed to the District pursuant to this Agreement are part of the Project and will certify that such Improvements have been completed and that the cost to be charged to the District for each portion of the Improvements being conveyed to the District pursuant to this Agreement does not exceed the lower of (i) the documented actual cost of such Improvements or (ii) the District Engineer's estimated fair market value of such Improvements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration from the District to the Developer, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. CONVEYANCE OF IMPROVEMENTS. In accordance with the terms and conditions of this Agreement, including specifically the terms of payment set forth in Section 3 of this Agreement, the Developer shall, in one or more conveyances, convey to the District by dedication, deed, bill of sale or other appropriate form of conveyance satisfactory to the District and its counsel, any and all of the Developer's rights in the Improvements from time to time and as the Improvements are completed. Prior to the date of conveyance, the Developer shall provide the District with copies of the plans and specifications describing the Improvements being conveyed, and, if applicable, shall provide an attorney's opinion of title or other evidence of title acceptable to the District and its counsel, describing the nature of Developer's rights or interest in the Improvements being conveyed, and stating that said Improvements are free and clear of all liens and encumbrances, except as provided herein, and that all governmental approvals necessary to install the Improvements have been obtained and that the Developer is conveying the complete interest in the Improvements. Within a reasonable time period subsequent to closing on the conveyance of the Improvements, or a portion thereof, Developer agrees to and shall provide District with as-built surveys for all constructed and conveyed Improvements. The parties acknowledge and agree that certain portions of the Improvements may have been or will be constructed in rights-of-way, utility easements, common areas or areas, any or all of which may have been previously dedicated to other governmental bodies, public entities, or other quasi-public organizations, and that, therefore, such portions of the Improvements may be subject to certain rights of other governmental bodies, public entities, other quasi-public organizations or the District. Accordingly, the Developer's rights or interest in such portions of the Improvements may be conveyed by the Developer to the District, subject to such other rights.

All terms and conditions of this Agreement apply equally to conveyances made prior to funding from proceeds of the Bonds, and the District shall make payment for such conveyances in accordance with Section 3 below, provided that under no circumstances shall a conveyance made

prior to such funding obligate the District to make payment prior to receipt by the District of such funding from proceeds of the Bonds.

By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

At no cost to District, Developer further agrees to convey such real property and interests in real property, whether by deed, easement or otherwise, so that District has full access by means of ingress and egress to all Improvements for purposes of ownership and maintenance of said Improvements and in accord with the Engineer's Report.

3. PAYMENT FOR IMPROVEMENTS. After receipt by the District of funds from proceeds of the Bonds and in accordance with the terms of the Indenture and this Agreement, upon completion of the Improvements, the District agrees to pay the Developer subsequent to the issuance of the applicable series of Bonds, as total payment for all the Developer's rights or interest in the Improvements an amount not to exceed \$1,835,000 Dollars (the "Purchase Price") with the exact purchase price to be based on the certificate of the District Engineer (the "Improvements Purchase Price") and the amount of funds available under the Indenture. The payment of the Improvements Purchase Price shall occur in the following manner:

3.1 Payment. From time to time subsequent to the effective date of this Agreement and subsequent to the receipt by the District of funds from proceeds of the Bonds or of funds specifically made available pursuant to the Indenture, upon proper requisition as provided by the Indenture and upon certification by the District Engineer and the Developer in accordance with Section 5 of this Agreement with respect to any portion of the Improvements to be conveyed or already conveyed, the District shall direct the Trustee to pay the Developer such certified amount in one or more installments as necessary. Subject to the provisions of Section 6 hereof, to the extent that there are sufficient funds available from the proceeds of the Bonds or specifically made available pursuant to the Indenture, to pay for the Improvements, the District will continue to pay the Developer for certain portions of the Improvements as those portions are conveyed to, and accepted by, the District in accordance with this Agreement, until the earlier of such time as the total Improvements Purchase Price shall have been paid to the Developer or there are no longer any funds available to the District from the proceeds of the Bonds or specifically made available pursuant to the Indenture to pay for the Improvements

3.2 No Additional Payment Obligation. Except as a deferred obligation for payment of the Improvements Purchase Price not otherwise paid by the District as provided for in Section 6, nothing in this Agreement shall obligate the District to make additional payments in the event that there are not sufficient funds available to the District from the proceeds of the Bonds or specifically made available pursuant to the Indenture to pay for the Improvements.

3.3 Maximum Payment. In no event shall the District pay more than the Improvements Purchase Price for all of the Improvements, and in the event that there are not sufficient funds from the proceeds of the Bonds or specifically made available pursuant to the Indenture, to pay for Improvements, then, the Improvements Purchase Price shall be reduced to equal the amount of remaining funds available from the proceeds of the Bonds and specifically made

available pursuant to the Indenture, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements subject to this Agreement without further right to any additional payments for the Improvements. The acquisition of the Developer's rights or interest in the Improvements by the District and District's payment for same shall be in accordance with the terms of this Agreement and the Indenture and with the resolution or resolutions authorizing the Bonds.

4. CONDITION OF IMPROVEMENTS; WARRANTY. At the time of conveyance by the Developer of the Developer's rights or interest in all or any portion of the completed Improvements as provided in Section 2 above, the portion of the Improvements being conveyed shall be in good condition, reasonably free from defects, as determined by the District Engineer; and Developer warrants to the District, and to any government entity to which the Improvements may be conveyed by the District, that said Improvements shall be free from defects in materials, equipment or construction for a period of one (1) year from the date of conveyance. Developer further agrees, as part of any conveyance of Improvements, to assign to the District any other warranties associated with or applicable to the Improvements.

5. CERTIFICATIONS. Before any payment by the District for any portion of the Improvements, the District shall be provided with a certificate (or certificates), signed by the District Engineer and a certificate (or certificates) (collectively, the "Certifications") signed by the Developer certifying that: (a) the amount to be paid to the Developer for any portion of the Improvements does not exceed the lower of (i) the actual cost paid or to be paid by the Developer for said Improvements (based upon representations of the Developer) or (ii) the fair market value of such Improvements; (b) that said Improvements for which payment is to be made are part of the Project; (c) that said Improvements conveyed or to be conveyed to the District have been installed or constructed in substantial conformity with the plans and specifications and in conformance with applicable rules, regulations, ordinances, laws and all permits and approvals governing the installation or construction of the same; (d) that all currently required approvals and permits for acquisition, construction, reconstruction, installation and equipping of the Improvements or any portion thereof have been obtained or can reasonably be expected to be obtained from all applicable regulatory bodies; (e) that the Developer has paid all contractors, subcontractors and material men that have provided services or materials in connection with such Improvements; and (f) that sufficient funds are available from the proceeds of the Bonds or as otherwise available, to acquire or construct any remaining portion of the Project. The Developer shall also certify to the District that each payment to be received pursuant to this Agreement does not constitute a loan of the proceeds of the Bonds to the Developer.

Final completion of the Improvements is to be provided by the Developer, and such completion shall be evidenced by a certificate of completion signed by the Developer and the District Engineer and delivered to the District.

6. COMPLETION. The Developer covenants that it shall cause the Improvements and the Project to be completed and conveyed, and shall convey or cause to be conveyed any interests in real property necessary for the maintenance and operation of the Improvements and the Project, regardless of whether the proceeds of the Bonds or other amounts available for that purpose under the Indenture are sufficient to cover the costs of such completion and such conveyance(s).

7. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns.

8. CONSTRUCTION OF TERMS. Whenever used, the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

9. ENTIRE AGREEMENT. This Agreement contains the entire understanding between District and Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

10. CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

11. SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

12. EXECUTION OF DOCUMENTS. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

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

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

15. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any

other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

16. APPLICABLE LAW. This Agreement is made and shall be construed under the laws of the State of Florida.

17. REMEDIES. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

18. COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

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

20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties 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 deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

21. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned by the Developer, provided that the Developer first obtains the prior written approval of the District, which approval shall not unreasonably be withheld.

22. FURTHER ASSURANCES. At any and all times, the Developer and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming of any and all rights or interest in the Improvements which are intended or required to be acquired by or conveyed to or by the District as contemplated by the Indenture and this Agreement, including the conveyance, assignment or transfer to other government agencies of such portions of

the Improvements as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.

23. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: A.H. at Turnpike South Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles, Esq.

Developer: D.R. Horton, Inc.
1341 Horton Circle
Arlington, TX 76011
Attention: President

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 PM (at the place of delivery) or on a non-business day shall be deemed received 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. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes 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.

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the date first above written.

ATTEST:

**A.H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

___ day of _____, 2021

STATE OF FLORIDA }
 } ss:
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ by _____, Chairperson, of the Board of Supervisors of the A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT. He/She is personally known to me or who has produced ___ as identification.

My commission expires:

Notary Public

STATE OF FLORIDA }
 } ss:
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ by _____, Secretary/Assistant Secretary of the Board of Supervisors of the A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT. He/she is personally known to me or who has produced _____ as identification.

Notary Public
My commission expires:

D.R. HORTON, INC., a Delaware corporation

Witnesses:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

By: _____

Name: _____

Title: _____

____ day of _____, 2021

STATE OF FLORIDA }
 }ss:
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by _____, as _____ of D.R. HORTON, INC., a Delaware corporation. He/She is personally known or has produced _____ as identification.

My commission expires: _____
Notary Public

EXHIBIT A

This instrument prepared by and
return to:

Ginger E. Wald, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Blvd., 6th Floor
Fort Lauderdale, FL 33301

DECLARATION OF CONSENT TO JURISDICTION OF
A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS
(PHASE THREE PROJECT)

The undersigned entity (the “Landowner”), as the fee title owner of a certain real property located within the boundaries of the A.H. at Turnpike South Community Development District (the “District”), more specifically described in Exhibit “A” attached hereto (the “Phase Three Parcels”), intending that it and its successors, successors-in-title and assigns, shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners in and for Miami-Dade County, Florida (the “County Commission”), relating to the creation of the District contained all matters required by the Act to be contained therein and were filed in the manner and by the persons required by the Act; (b) Ordinance No. 12-60, effective as of July 17, 2012, Ordinance No. 13-93, effective as of October 1, 2013 (expanding the District boundaries) and Ordinance No. 19-117, effective December 13, 2019 (further expanding District boundaries), were duly and properly adopted by the County Commission in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District (the “Board of Supervisors”) have the authority to serve in their respective capacities and the authority and right to authorize, approve, and undertake all actions of the District approved and undertaken to date.

2. The Landowner, its heirs, successors, successors-in-title, and assigns, hereby confirms and agrees that the special assessments (the “Special Assessments”) imposed by Resolution Nos. 2020-02, 2020-03 and 2020-04 (collectively, the “Assessment Resolutions”), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the special assessments, and the special assessments are legal, valid and binding first liens upon the Phase Three Parcels co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, its heirs, successors, successors-in-title, and assigns, hereby confirms and agrees that Special Assessments are due and payable on the due date and in the manner established by the District.

4. The Landowner, its respective heirs, successors, successors-in-title, and assigns hereby waives the right granted in Chapter 170.09, *Florida Statutes*, to prepay the Special Assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the Special Assessments in full or in part at any time, but with interest, under the circumstances set forth in the resolutions of the District levying the special assessments.

5. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Special Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its Special Assessment Bonds Series 2021 or securing payment thereof (the "Financing Documents") are valid and binding obligations enforceable in accordance with their terms; (ii) it has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever relating to the creation of the District or the payments of the Special Assessments or claims of invalidity, deficiency or unenforceability of the Special Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default, and agrees that (1) the District's Special Assessments are not a "tax, and (2) immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that Landowner has or may have regarding the manner of the District's collection of the Special Assessments.

6. This Declaration shall represent a lien of record against the Land for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Special Assessments is available from the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, FL 33410.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PHASE TWO PARCELS, AND THEIR SUCCESSORS IN INTEREST AND SUCCESSORS IN TITLE, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY ANY PARTY TO THIS DECLARATION AS TO THE TRUTH OR ACCURACY OF THE MATTERS SET FORTH IN SECTIONS 1, 2, OR 5(i) OF THIS DECLARATION. THIS DECLARATION IS INTENDED TO BE A WAIVER AS AGAINST ANY PARTY DEEMED TO HAVE PROVIDED THE DECLARATIONS, ACKNOWLEDGEMENTS

AND AGREEMENTS CONTAINED IN THIS DECLARATION AND SUCH PARTIES HEREBY WAIVE ANY DEFENSE AS TO VALDITY, LEGALITY AND ENFORCEMENT AGAINST SUCH PARTY AS TO THE MATTERS CONTAINED IN THIS DECLARATION.

Dated as of _____.

WITNESSES:

D.R. HORTON, INC., a Delaware corporation

Print or type name here

By: _____
Print Name: _____
Title: _____

Print or type name here

Owner's Address:

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____, as _____ of D.R HORTON, INC., a Delaware corporation, who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida

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

EXHIBIT "A"
LEGAL DESCRIPTION

Prepared by and return to:

Ginger E. Wald, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Blvd., Sixth Floor
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS
RELATING TO
A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT
PHASE THREE PROJECT**

This **COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT PHASE THREE PROJECT** (herein, the "Assignment") is made this ___ day of _____, 2021 ("Effective Date"), by D.R. HORTON, a Delaware corporation (together with its successors, successors in title, and assigns, the "Developer" or "Assignor"), in favor of the **A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, located in unincorporated Miami-Dade County, Florida (together with its successors, successors in title, and assigns, the "District" or "Assignee").

RECITALS

WHEREAS, the District proposes to issue Special Assessment Bonds, Series 2021, (Phase Three Project) (the "Bonds"), to finance and refinance certain public infrastructure which will provide special benefit to the residential lots (collectively, the "Lots" and individually, a "Lot") contained within certain lands, referred to as Phase Three, or owned by Assignor and described in **Exhibit "A"** attached hereto (the "Subject Property"), which will be included in the residential project (the "Project"), located within the geographical boundaries of the District; and

WHEREAS, the security for the repayment of the Bonds is the special assessments levied against the residential Lots within the District (the "Special Assessments"); and

WHEREAS, in the event of default in the payment of the Special Assessments securing the Bonds, the District has certain remedies with respect to the lien of the Special Assessments as more particularly set forth herein; and

WHEREAS, if the Special Assessments are direct billed, the sole remedy available to the District would be an action in foreclosure and if the Special Assessments are collected pursuant to Florida's uniform method of collection, the sole remedy for non-payment of the Special Assessments is the sale of tax-certificates (collectively, the "Remedial Rights"); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights, as hereinafter defined, to complete the Project to the extent that such Development Rights have not been previously assigned, transferred or otherwise conveyed to Miami-Dade County, Florida (the “County”), the State of Florida, the District, any utility provider, or any other homebuilder, any governmental or quasi-governmental entity, any applicable homeowner’s association or other governing entity or association for the benefit of the capital infrastructure improvements Project to be financed or refinanced in part with the Bonds (a “Prior Transfer”); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Project and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, as described below, upon failure of the Assignor to pay the Special Assessments levied against the Subject Property owned by the Assignor; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the term of this Assignment or to the extent that a Prior Transfer has not already occurred with respect to the Development Rights; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Project; and

WHEREAS, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; (ii) completion of the construction and sale of all Lots within the Subject Property to end users; and (ii) upon occurrence of a Prior Transfer, but only to the extent that such Development Rights are subject to the Prior Transfer (herein, the “Term”).

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Collateral Assignment.**

(A) Assignor hereby collaterally assigns to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor, all of its development rights relating to the Project (herein the “Development Rights”) as security for Assignor’s payment and performance and discharge of its obligation to pay the Special Assessments levied against the Subject Property. The Development Rights shall include the following as they pertain to the Project, but shall specifically exclude any such portion of the Development Rights which relate solely to these Lots or any other property which have been conveyed to the County, the District, any utility provider, any other homebuilder, any governmental or quasi-governmental entity, any applicable homeowner’s association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the Project, if any, or to end user residents (the “Excluded Lots”):

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, development agreements and homeowners' or property owners' association covenants and documents.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for buildings and other improvements to the developable property within the District.

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Project and construction of improvements thereon.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Project or the construction of improvements thereon.

(g) All prepaid impact fees, impact fee credits, mobility fee credits, and mitigation credits.

(h) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

(B) This Assignment is not intended to and shall not impair or interfere with the development of the Subject Property, and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Developer to pay the Special Assessments levied against the portion of Subject Property owned by Developer, failure of Developer to satisfy a true-up obligation, a default or failure to perform under any of the Bond Documents or Event of Default hereunder, which default or failure remains uncured after passage of any applicable cure period. The District shall not be deemed to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(C) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the Bonds in full; (ii) Development Completion which shall mean the issuance of certificates of occupancy for all residential units and non-residential space; (iii) transfer of any Development Rights to the County, the State of Florida, the District, any utility provider, any governmental or quasi-governmental entity; any homeowners' or property owners' association but only to the extent of such transfer; or (iv) transfer of fully developed Lots which have been conveyed to unaffiliated homebuilders or residential or commercial end-users but only as to such Lots transferred, from time to time.

3. **Warranties by Assignor.** Assignor represents and warrants to Assignee that:

(a) Other than in connection with the sale or conveyance of Lots (completed or otherwise) or property, or in connection with securing a construction loan from an institutional lender to finance the development of the Project on the Subject Property, Assignor has made no assignment of the Development Rights to any person other than Assignee.

(b) Assignor is not prohibited under any agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

(c) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

(d) Any transfer, conveyance or sale of Lots shall subject any and all affiliated entities or successors-in-interest or successors in title of the Assignor to the Assignment, except to the extent of a conveyance described in Section 2 relating to Excluded Lots.

4. **Covenants.** Assignor covenants with Assignee that during the Term (as defined above):

(a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development Rights and (ii) give notice to Assignee of any claim of default relating to the Development Rights given to or by Assignor, together with a complete copy of any such claim.

(b) The Development Rights include all of Assignor's right to modify the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights.

(c) Assignor agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Bonds.

(d) Assignor shall pay the Special Assessments levied against the portions of the Subject Property owned by Assignor when due.

5. **Events of Default.** Any breach of the Assignor's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof will, after the giving of written notice and an opportunity to cure (which cure period shall not be less than thirty (30) days unless Assignee, in its sole discretion, agrees to a longer cure period) shall constitute an Event of Default under this Assignment.

6. **Remedies Upon Default.** Upon an Event of Default, or the transfer of title to Lots owned by Assignor pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of Assignee (or its designee) or a deed in lieu of foreclosure to Assignee (or its designee) (herein a "Transfer"), Assignee may, as Assignee's sole and exclusive remedies under this Assignment, take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development Rights and exercise any and all rights of Assignor therein as fully as Assignor could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

(c) Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof

7. **Authorization.** In the Event of Default or Transfer, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

8. **Third Party Beneficiaries and Direction of Remedies Upon Default.** This Assignment shall inure to the benefit of U.S. Bank National Association, as Trustee for the Bonds (the “Trustee”), and the Bondholders and such parties are hereby deemed third party beneficiaries of this Assignment. In the event of an Event of Default, the Trustee shall have the right to direct the actions of the District and select the remedies in this Assignment. The District hereby agrees that it shall not take any action under this Assignment without the prior written consent of the Trustee, fail to take any action under this Assignment after direction from the Trustee, or take any action under this Assignment inconsistent with any direction of the Trustee. This Assignment may not be amended without the prior written consent of the Trustee. The trustee has not assumed any obligation as a result of the assignment.

9. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

ASSIGNOR:

D.R. HORTON, INC., a Delaware corporation

Witnesses:

Print Name

Print Name

By: _____
Name: _____
Title: _____

____ day of _____, 2021

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by _____, as _____ of D.R. HORTON, INC., a Delaware corporation. He/She is personally known or has produced _____ as identification.

My commission expires:

Notary Public

ASSIGNEE:

**A.H. AT TURNPIKE SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

WITNESSES:

Witness Signature
Printed name: _____

Witness Signature
Printed name: _____

By: _____
Name: _____
Chairperson, Board of Supervisors

Date: ____ day of _____, 2021

STATE OF FLORIDA }
 } ss:
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ by _____, Chairperson, of the Board of Supervisors of the A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT. He/She is personally known to me or who has produced as identification.

My commission expires:

Notary Public

EXHIBIT "A"

DESCRIPTION OF SUBJECT PROPERTY

A.H. At Turnpike South
Community Development District

**Financial Report For
January 2021**

A. H. at Turnpike South Community Development District
Budget vs. Actual
October 2020 through January 2021

| | <u>Oct 20 - Jan 21</u> | <u>20/21 Budget</u> | <u>\$ Over Budget</u> | <u>% of Budget</u> |
|--|-------------------------|---------------------|-------------------------|----------------------|
| Income | | | | |
| 01-3300 · O&M Assessments | 78,476.83 | 87,381.00 | -8,904.17 | 89.81% |
| 01-3810 · Debt Assessments (Series 2015) | 298,178.98 | 352,394.00 | -54,215.02 | 84.62% |
| 01-3811 · Debt Assessments (Series 2016) | 274,260.88 | 287,017.00 | -12,756.12 | 95.56% |
| 01-3820 · Debt Assess-Pd To Trustee-2015 | -283,508.10 | -331,250.00 | 47,741.90 | 85.59% |
| 01-3821 · Debt Assess-Pd To Trustee-2016 | -260,760.55 | -272,500.00 | 11,739.45 | 95.69% |
| 01-3830 · Assessment Fees | -6,251.06 | -13,635.00 | 7,383.94 | 45.85% |
| 01-3831 · Assessment Discounts | -25,782.04 | -27,269.00 | 1,486.96 | 94.55% |
| 01-9410 · Interest Income (GF) | 140.22 | 120.00 | 20.22 | 116.85% |
| Total Income | <u>74,755.16</u> | <u>82,258.00</u> | <u>-7,502.84</u> | <u>90.88%</u> |
| Expense | | | | |
| 01-1310 · Engineering | 0.00 | 3,250.00 | -3,250.00 | 0.0% |
| 01-1311 · Management Fees | 10,836.00 | 32,508.00 | -21,672.00 | 33.33% |
| 01-1315 · Legal Fees | 1,560.00 | 13,000.00 | -11,440.00 | 12.0% |
| 01-1318 · Assessment/Tax Roll | 0.00 | 7,500.00 | -7,500.00 | 0.0% |
| 01-1320 · Audit Fees | 0.00 | 4,600.00 | -4,600.00 | 0.0% |
| 01-1450 · Insurance | 5,513.00 | 6,100.00 | -587.00 | 90.38% |
| 01-1480 · Legal Advertisements | 293.46 | 1,300.00 | -1,006.54 | 22.57% |
| 01-1512 · Miscellaneous | 42.61 | 975.00 | -932.39 | 4.37% |
| 01-1513 · Postage and Delivery | 69.23 | 500.00 | -430.77 | 13.85% |
| 01-1514 · Office Supplies | 80.45 | 850.00 | -769.55 | 9.47% |
| 01-1540 · Dues, License & Subscriptions | 175.00 | 175.00 | 0.00 | 100.0% |
| 01-1550 · Trustee Fees | 0.00 | 8,500.00 | -8,500.00 | 0.0% |
| 01-1743 · Continuing Disclosure Fee | 0.00 | 1,000.00 | -1,000.00 | 0.0% |
| 01-1750 · Website Management | 666.64 | 2,000.00 | -1,333.36 | 33.33% |
| Total Expense | <u>19,236.39</u> | <u>82,258.00</u> | <u>-63,021.61</u> | <u>23.39%</u> |
| Net Income | <u>55,518.77</u> | <u>0.00</u> | <u>55,518.77</u> | <u>100.0%</u> |

**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
JANUARY 2021**

| | Annual Budget 10/1/20 - 9/30/21 | Actual Jan-21 | Year To Date Actual 10/1/20 - 1/31/21 |
|--------------------------------------|---------------------------------------|------------------|--|
| REVENUES | | | |
| O&M Assessments | 87,381 | 2,426 | 78,477 |
| Debt Assessments (2015) | 352,394 | 9,567 | 298,179 |
| Debt Assessments (2016) | 287,017 | 7,973 | 274,261 |
| Other Income | 0 | 0 | 0 |
| Interest Income | 120 | 0 | 140 |
| | | | |
| Total Revenues | \$ 726,912 | \$ 19,966 | \$ 651,057 |
| EXPENDITURES | | | |
| Supervisor Fees | 0 | 0 | 0 |
| Engineering/Inspections | 3,250 | 0 | 0 |
| Management | 32,508 | 2,709 | 10,836 |
| Legal | 13,000 | 0 | 1,560 |
| Assessment Roll | 7,500 | 0 | 0 |
| Audit Fees | 4,600 | 0 | 0 |
| Insurance | 6,100 | 0 | 5,513 |
| Legal Advertisements | 1,300 | 0 | 293 |
| Miscellaneous | 975 | 0 | 43 |
| Postage | 500 | 0 | 69 |
| Office Supplies | 850 | 11 | 80 |
| Dues & Subscriptions | 175 | 0 | 175 |
| Trustee Fees | 8,500 | 0 | 0 |
| Continuing Disclosure Fee | 1,000 | 0 | 0 |
| Website Management | 2,000 | 167 | 667 |
| | | | |
| Total Expenditures | \$ 82,258 | \$ 2,887 | \$ 19,236 |
| | | | |
| EXCESS/ (SHORTFALL) | \$ 644,654 | \$ 17,079 | \$ 631,821 |
| | | | |
| Bond Payments (2015) | (331,250) | (9,187) | (283,508) |
| Bond Payments (2016) | (272,500) | (7,656) | (260,761) |
| | | | |
| Balance | \$ 40,904 | \$ 236 | \$ 87,552 |
| | | | |
| County Appraiser & Tax Collector Fee | (13,635) | (193) | (6,251) |
| Discounts For Early Payments | (27,269) | (598) | (25,782) |
| | | | |
| NET EXCESS/ (SHORTFALL) | \$ - | \$ (555) | \$ 55,519 |

| | |
|--|----------------------|
| Bank Balance As Of 12/31/20 | \$ 655,506.31 |
| Funds Received: 1/1/21 - 1/31/21 | \$ 19,174.68 |
| Disbursements: 1/1/21 - 1/31/21 | \$ 2,994.94 |
| Bank Balance As Of 1/31/21 | \$ 671,686.05 |
| Accounts Payable As Of 1/31/21 | \$ 548,215.56 |
| Accounts Receivable As Of 1/31/21 | \$ - |
| Available Funds As Of 1/31/21 | \$ 123,470.49 |

**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT
TAX COLLECTIONS
2020-2021**

| # | ID# | Payment From | DATE | FOR | Tax Collect Receipts Gross | Interest Received | Commission Paid | Discount | Net From Tax Collector | O & M Assessment Income (Before Discounts & Fees) | Maintenance Assessment Income (Before Discounts & Fees) | Series 2015 Debt Assessment Income (Before Discounts & Fees) | Series 2016 Debt Assessment Income (Before Discounts & Fees) | O & M Assessment Income (After Discounts & Fees) | Maintenance Assessment Income (After Discounts & Fees) | Series 2015 Debt Assessment Income (After Discounts & Fees) | Series 2016 Debt Assessment Income (After Discounts & Fees) | Series 2015 Debt Assessment Paid to Trustee | Series 2016 Debt Assessment Paid to Trustee |
|----|-----|--------------------------|----------|-----------|----------------------------|-------------------|-----------------|----------------|------------------------|---|---|--|--|--|--|---|---|---|---|
| | | | | | | | | | \$725,197 | \$87,381 | \$0 | \$350,799 | \$287,017 | \$87,381 | \$0 | \$350,799 | \$287,017 | | |
| | | | | | | | | | \$684,389 | \$82,138 | \$0 | \$329,751 | \$272,500 | \$82,138 | \$0 | \$329,751 | \$272,500 | \$329,751 | \$272,500 |
| 1 | 748 | Miami-Dade Tax Collector | 11/18/20 | NAV Taxes | \$ 3,624.90 | | \$ (34.80) | \$ (145.00) | \$ 3,445.10 | \$ 435.82 | | \$ 1,594.54 | \$ 1,594.54 | \$ 414.10 | | \$ 1,515.50 | \$ 1,515.50 | \$ 1,515.50 | \$ 1,515.50 |
| 2 | 491 | Miami-Dade Tax Collector | 11/27/20 | NAV Taxes | \$ 110,559.45 | | \$ (1,061.37) | \$ (4,422.40) | \$ 105,075.68 | \$ 13,292.51 | | \$ 38,268.96 | \$ 58,997.98 | \$ 12,633.03 | | \$ 36,370.90 | \$ 56,071.75 | \$ 36,370.90 | \$ 56,071.75 |
| 3 | 512 | Miami-Dade Tax Collector | 12/09/20 | NAV Taxes | \$ 491,391.86 | | \$ (4,717.35) | \$ (19,655.94) | \$ 467,018.57 | \$ 59,271.52 | | \$ 237,586.46 | \$ 194,533.88 | \$ 56,331.27 | | \$ 225,802.25 | \$ 184,885.05 | \$ 225,802.25 | \$ 184,885.05 |
| 4 | 514 | Miami-Dade Tax Collector | 12/22/20 | NAV Taxes | \$ 25,374.30 | | \$ (244.14) | \$ (960.60) | \$ 24,169.56 | \$ 3,050.74 | | \$ 11,161.78 | \$ 11,161.78 | \$ 2,905.56 | | \$ 10,632.00 | \$ 10,632.00 | \$ 10,632.00 | \$ 10,632.00 |
| 5 | 83 | Miami-Dade Tax Collector | 01/13/21 | NAV Taxes | \$ 19,936.95 | | \$ (193.40) | \$ (598.10) | \$ 19,145.45 | \$ 2,397.01 | | \$ 9,567.24 | \$ 7,972.70 | \$ 2,301.75 | | \$ 9,187.45 | \$ 7,656.25 | \$ 9,187.45 | \$ 7,656.25 |
| 6 | 55 | Miami-Dade Tax Collector | 01/27/21 | Interest | | \$ 29.23 | | | \$ 29.23 | \$ 29.23 | | | | \$ 29.23 | | | | | |
| 7 | 238 | Miami-Dade Tax Collector | 02/10/21 | NAV Taxes | \$ 14,499.60 | | \$ (142.08) | \$ (290.00) | \$ 14,067.52 | \$ 1,743.28 | | \$ 6,378.16 | \$ 6,378.16 | \$ 1,691.32 | | \$ 6,188.10 | \$ 6,188.10 | \$ 6,188.10 | \$ 6,188.10 |
| 8 | | | | | | | | | \$ - | | | | | | | | | \$ - | \$ - |
| 9 | | | | | | | | | \$ - | | | | | | | | | \$ - | \$ - |
| 10 | | | | | | | | | \$ - | | | | | | | | | \$ - | \$ - |
| 11 | | | | | | | | | \$ - | | | | | | | | | \$ - | \$ - |
| 12 | | | | | | | | | \$ - | | | | | | | | | \$ - | \$ - |
| | | | | | | | | | \$ - | | | | | | | | | \$ - | \$ - |
| | | | | | | | | | \$ - | | | | | | | | | \$ - | \$ - |
| | | | | | | | | | \$ - | | | | | | | | | \$ - | \$ - |
| | | | | | \$665,387.06 | \$ 29.23 | \$ (6,393.14) | \$ (26,072.04) | \$ 632,951.11 | \$ 80,220.11 | \$ - | \$ 304,557.14 | \$ 280,639.04 | \$ 76,306.26 | \$ - | \$ 289,696.20 | \$266,948.65 | \$ 289,696.20 | \$ 266,948.65 |

Assessment Roll = 725,197.91

Note: \$725,197, \$87,381, \$350,799 and \$287,017 are 2020/2021 budgeted assessments before discounts and fees.
\$685,888, \$82,138, \$329,751, and \$272,500 are 2020/2021 budgeted assessments after discounts and fees.

| | |
|-----------------|-----------------|
| \$ 665,387.06 | |
| \$ 29.23 | \$ 632,951.11 |
| \$ (80,220.11) | \$ - |
| \$ - | \$ (76,306.26) |
| \$ (280,639.04) | \$ (289,696.20) |
| \$ (304,557.14) | \$ (266,948.65) |
| \$ - | \$ - |