



Rizzetta & Company

# **Summit View Community Development District**

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**Board of Supervisors' Meeting  
November 17, 2023**

**District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544  
813.994.1001**

**[www.summitviewcdd.org](http://www.summitviewcdd.org)**

# **SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**

At the office of Rizzetta & Company, Inc., located at:  
5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

[www.summitviewcdd.org](http://www.summitviewcdd.org)

<b>Board of Supervisors</b>	Doug Weiland Natalie Feldman Robert Tankel Pete Williams Lee Thompson	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Matthew Huber	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jennifer Kilinski	KE Law Group
<b>District Engineer</b>	Ed Mazur	Florida Land Design & Permitting

**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 (813) 933-5571. 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.

# SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (813) 994-1001  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.summitviewcdd.org](http://www.summitviewcdd.org)

November 10, 2023

## **Board of Supervisors Summit View Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Summit View Community Development District will be held on **Friday, November 17, 2023 at 10:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the agenda for the meeting:

### **1. CALL TO ORDER/ROLL CALL 2. AUDIENCE COMMENTS ON AGENDA ITEMS 3. BUSINESS ITEMS**

- A. Consideration of Declaration – Phase 2 Lots
- B. Presentation of Supplemental Engineer's Report Phase 2.....Tab 1
- C. Presentation of Second Supplemental Special  
Assessment Methodology Report.....Tab 2
- D. Consideration of Resolution 2024-03, Delegation Resolution...Tab 3
- E. Consideration of Resolution 2024-04, Setting Forth the  
Specific Terms of the District's Special Assessment Bonds,  
Series 2023 and Delegating Authority to Prepare Final  
Reports and Updates to the Resolution..... USC
- H. Consideration of FMS Bonds Underwriter agreement  
for Series 2023 & G-17 Disclosure..... Tab 5
- Consideration of Regions Trustee Agreement & Fees.....Tab 6
- I. Consideration of Ancillary Financing Agreements..... USC
  - a. Acquisition Agreement
  - b. Collateral Assignment Agreement
  - c. Completion Agreement
  - d. Declaration of Consent
  - e. True Up Agreement
  - f. Notice of Assessments
  - g. Disclosure of Public Financing
- J. Consideration of Proposal for Professional Landscape  
Inspection Services.....Tab 7

**5. BUSINESS ADMINISTRATION**

- A. Consideration of Minutes of the Board of Supervisors'  
Meeting held on October 20, 2023..... Tab 8
- B. Consideration of Operation and Maintenance Expenditures  
for September 2023..... Tab 9

**6. STAFF REPORTS**

- A. District Counsel
- B. District Engineer
- C. District Manager  
3rd Quarter Website Audit ..... Tab10

**6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**

**7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,

*Matthew Huber*

District Manager

## Tab 1

**2023 SUPPLEMENTAL ENGINEER'S REPORT FOR THE  
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**  
October 17, 2023

**1. PURPOSE**

This report supplements the *Amended and Restated Master Engineer's Report for the Summit View Community Development District*, dated June 2, 2021 ("**Master Report**") for the purpose of describing the portion of the improvements set forth herein and that are part of the District's CIP<sup>1</sup>, hereinafter known as the "**Phase 2 Project**."

**2. Phase 2 Project**

The District's Phase 2 Project includes the portion of the CIP that is necessary for the development of what is known as Phase 2 within the District. A legal description and sketch of Phase 2 are shown in **Exhibit A**, made up of 67.451 acres owned by Summit View LLC.

**Product Mix**

The table below shows the product types that will be part of the Phase 2 Project. Please see Exhibit B for the location of the various sized lots.

Unit Type	Phase 2 Units
SF 40	6
SF 50	162
SF 60	49
TOTAL	217

**List of Phase 2 Project Improvements**

The various improvements that are part of the overall CIP – including those that are part of the Phase 2 Project – are described in detail in the Master Report, and those descriptions are incorporated herein. The Phase 2 Project includes, but is not limited to, the following items relating to development of Phase 2: roadways, stormwater management, water and sewer utilities, hardscape and landscape, recreational improvements and walking trails, the differential cost of undergrounding electrical conduit, and soft costs. Phase 2 is further divided into two sections known as Phase 1B and Phase 2A. Exhibit C shows where these sub-phases are located within Phase 2.

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report.

### **Permits**

The status of the applicable permits necessary for the Phase 2 Project is as follows:

<b>Agency</b>	<b>Portion of Phase 2</b>	<b>Status</b>
Dade City	Phase 1B Construction Plans	Issued
Dade City	Phase 2A Construction Plans	Pending
FDEP	Phase 1B Water System	Pending
FDEP	Phase 1B Sewer System	Issued
FDEP	Phase 2A Water System	Pending
FDEP	Phase 2A Sewer System	Pending
SWFWMD	Phase 1B	Issued
SWFWMD	Phase 2A	Pending

### **Estimated Costs**

The table below shows the costs that are necessary for delivery of the Phase 2 Project lot. See Exhibits D, E and F for the proposed drainage, potable water and sewer systems used to prepare the cost estimates below.

#### **ESTIMATED COSTS OF DELIVERING THE PHASE 2 PROJECT**

<b>Improvement</b>	<b>Phase 2 Project</b>	<b>O&amp;M Entity</b>
Mobilization and Earthwork	\$3,527,410	CDD
Roadways	\$2,305,900	CDD
Stormwater Management	\$1,915,250	CDD
Utilities (Water and Sewer)	\$2,351,537	CDD
Utilities Commitment/Impact Fees	\$1,461,061	City
Hardscape/Landscape	\$110,000	CDD
Undergrounding of Conduit	\$85,000	CDD
Recreational Improvements, Walking Trails	\$90,000	CDD
Contingency (15%)	\$1,776,923.70	
	<b>\$13,623,081.70</b>	

- The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

### **3. CONCLUSION**

The Phase 2 Project will be designed in accordance with current governmental regulations and requirements. The Phase 2 Project will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the Phase 2 Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- all of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the Phase 2 Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Phase 2 Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the Phase 2 Project that is at least equal to the costs of the Phase 2 Project.

As described above, this report identifies the benefits from the Phase 2 Project to the lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's Phase 2 Project, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enable properties within its boundaries to be developed.

The Phase 2 Project will be owned by the District or other governmental units and such Phase 2 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the Phase 2 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The Phase 2 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the Phase 2 Project or the fair market value.

Please note that the Phase 2 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the Phase 2 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

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Edward Mazur, Jr., P.E.

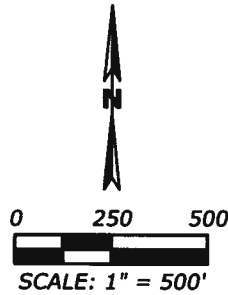
Date \_\_\_\_\_

## **EXHIBIT A**

THIS IS NOT A SURVEY

**SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST  
CITY OF DADE CITY, PASCO COUNTY, FLORIDA**

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	599.00'	70°38'14"	738.48'	S70°22'39"W	692.59'
C2	1,178.50'	23°51'25"	490.71'	N60°29'04"W	487.17'
C3	239.00'	40°08'30"	167.44'	S87°30'59"W	164.04'
C4	25.00'	90°00'00"	39.27'	N22°26'44"E	35.36'
C5	1,260.00'	6°27'37"	142.07'	N63°11'28"E	142.00'
C6	1,200.00'	20°26'55"	428.27'	N53°36'38"E	426.00'
C7	310.00'	23°32'29"	127.37'	N55°09'25"E	126.48'
C8	25.00'	66°55'39"	29.20'	N33°27'50"E	27.57'



S89°54'39"E - 663.79'

N LINE OF SW 1/4

E LINE OF SUMMIT VIEW PHASE 2B

SW 1/4 OF SEC 32-24S-21E

N00°00'00"W - 294.53'

N43°23'10"E - 88.77'

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C6

S LINE OF SUMMIT VIEW PHASE 2B

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SUMMIT VIEW PHASE 1A  
PLAT BOOK 93, PAGE 13SUMMIT VIEW PHASE 2B  
PLAT BOOK 88, PAGE 108

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**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DATE CITY, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, CITY OF DADE CITY, PASCO COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID NORTHEAST 1/4, NORTH 00°11'27" EAST, FOR 663.15 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID NORTH LINE, SOUTH 89°55'21" EAST, FOR 1,322.01 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID EAST LINE, SOUTH 00°17'39" WEST, FOR 663.38 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32, SOUTH 00°06'05" WEST, FOR 662.88 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID SOUTH LINE, NORTH 89°55'27" WEST, FOR 661.07 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32; THENCE ALONG SAID WEST LINE, SOUTH 00°09'32" WEST, FOR 101.60 FEET TO THE NORTHEAST CORNER OF SUMMIT VIEW PHASE 1A AS RECORDED IN PLAT BOOK 93, PAGE 13 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SUMMIT VIEW PHASE 1A THE FOLLOWING THIRTEEN (13) COURSES: (1) NORTH 80°25'57" WEST, FOR 139.51 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; (2) WESTERLY 738.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 599.00 FEET, A CENTRAL ANGLE OF 70°38'14", AND A CHORD BEARING AND DISTANCE OF SOUTH 70°22'39" WEST, FOR 692.59 FEET; (3) SOUTH 28°48'33" WEST, FOR 102.72 FEET; (4) SOUTH 26°35'41" WEST, FOR 151.29 FEET; (5) SOUTH 54°54'41" WEST, FOR 138.56 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; (6) NORTHWESTERLY 490.71 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,178.50 FEET, A CENTRAL ANGLE OF 23°51'25", AND A CHORD BEARING AND DISTANCE OF NORTH 60°29'04" WEST, FOR 487.17 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT; (7) WESTERLY 167.44 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 239.00 FEET, A CENTRAL ANGLE OF 40°08'30", AND A CHORD BEARING AND DISTANCE OF SOUTH 87°30'59" WEST, FOR 164.04 FEET; (8) SOUTH 67°26'44" WEST, FOR 173.01 FEET; (9) NORTH 22°33'16" WEST, FOR 95.00 FEET TO A POINT ON A CURVE TO THE RIGHT; (10) NORTHERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 22°26'44" EAST, FOR 35.36 FEET; (11) NORTH 28°15'54" WEST, FOR 50.25 FEET; (12) SOUTH 67°26'44" WEST, FOR 68.42 FEET; (13) NORTH 22°33'16" WEST, FOR 137.50 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, SAME BEING A POINT ON THE SOUTH LINE OF SUMMIT VIEW PHASE 2B AS RECORDED IN PLAT BOOK 88, PAGE 108 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID SOUTH

PROJECT NAME

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**

SHEET NAME

**PHASE 2**

**Florida Land  
Design &  
Permitting**

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421  
www.fldandp.com  
E-mail: info@fldandp.com  
Engineer # - CA No. 33088  
Survey # - LB8342

**LEGAL DESCRIPTION:**

LINE, AND THE EAST LINE OF SAID SUMMIT VIEW PHASE 2B, RESPECTIVELY, THE FOLLOWING SEVEN (7) COURSES: (1) NORTHEASTERLY 142.07 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,260.00 FEET, A CENTRAL ANGLE OF 06°27'37", AND A CHORD BEARING AND DISTANCE OF NORTH 63°11'28" EAST, FOR 142.00 FEET; (2) NORTH 27°41'00" WEST, FOR 88.02 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; (3) NORTHEASTERLY 428.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 20°26'55", AND A CHORD BEARING AND DISTANCE OF NORTH 53°36'38" EAST, FOR 426.00 FEET; (4) NORTH 43°23'10" EAST, FOR 88.77 FEET TO A POINT ON A CURVE TO THE RIGHT; (5) NORTHEASTERLY 127.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 310.00 FEET, A CENTRAL ANGLE OF 23°32'29", AND A CHORD BEARING AND DISTANCE OF NORTH 55°09'25" EAST, FOR 126.48 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; (6) NORTHEASTERLY 29.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 66°55'39", AND A CHORD BEARING AND DISTANCE OF NORTH 33°27'50" EAST, FOR 27.57 FEET; (7) NORTH 00°00'00" EAST, FOR 294.53 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE ALONG SAID NORTH LINE, SOUTH 89°54'39" EAST, FOR 663.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 67.451 ACRES.

**SURVEYOR'S NOTES:**

- 1) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- 2) UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- 4) BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING N00°11'27"E, AS SHOWN HEREON.
- 5) DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

PROJECT NAME

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**

SHEET NAME

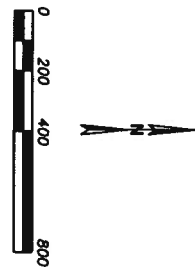
**PHASE 2**

**Florida Land  
Design &  
Permitting**

3030 STARKEY BOULEVARD  
TRINITY, FLORIDA 34655

PHONE: (727) 478-2421  
www.fldandp.com  
E-mail: info@fldandp.com  
Engineer # - CA No. 33088  
Survey # - LB8342

## **EXHIBIT B**



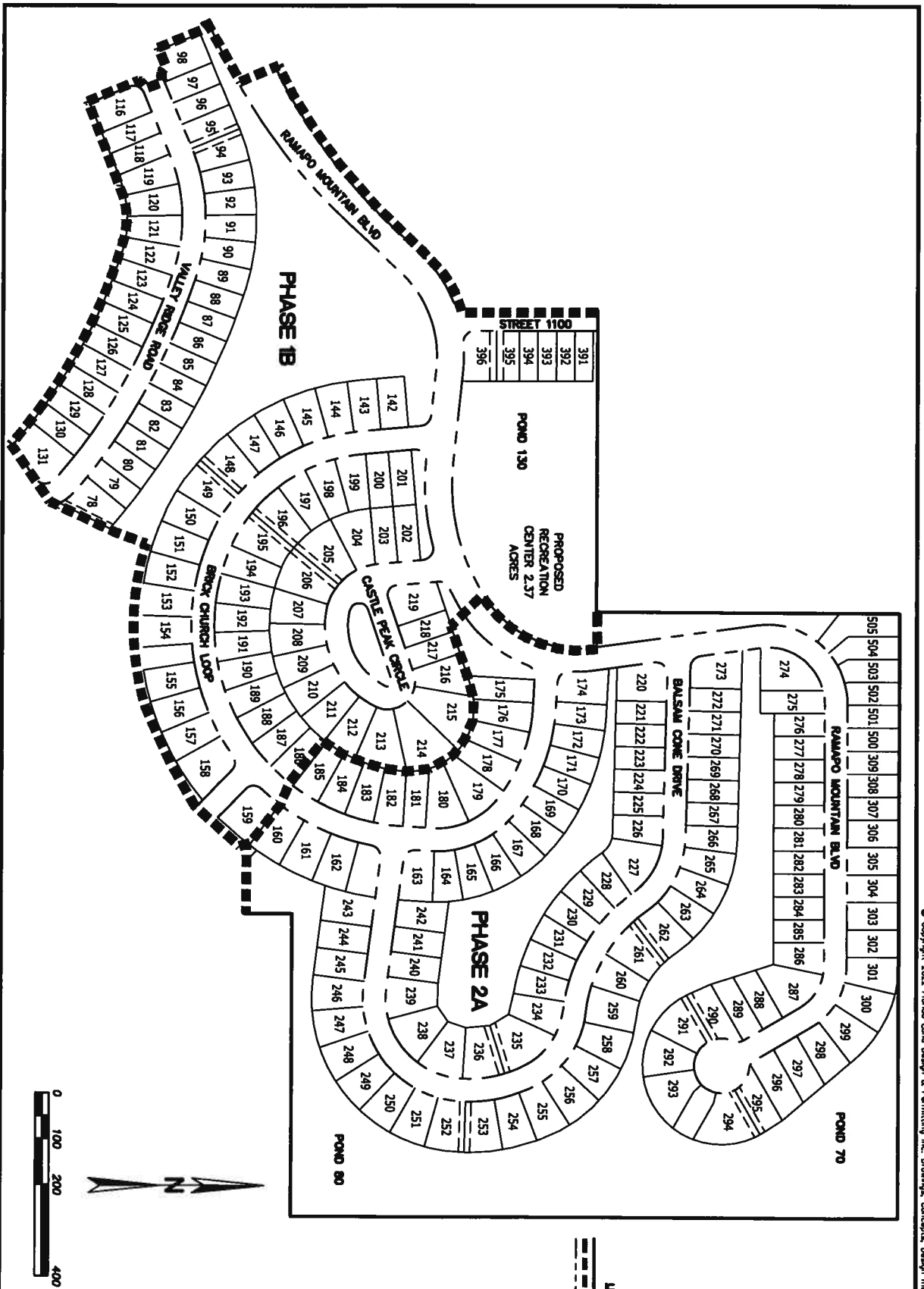
LANDSCAPE OPEN SPACE  
RETENTION OPEN SPACE  
RIGHT OF WAY  
CONSTRUCTED  
PROPOSED TRAILS  
MAIL 1005K



**CHANE, J. AREAS**  
TOTAL OPEN SPACE 21.99 AC  
RIGHT OF WAY 11.28 AC  
TOTAL LOTS 34.18 AC  
TOTAL PARCEL 67.45 AC

## **EXHIBIT C**

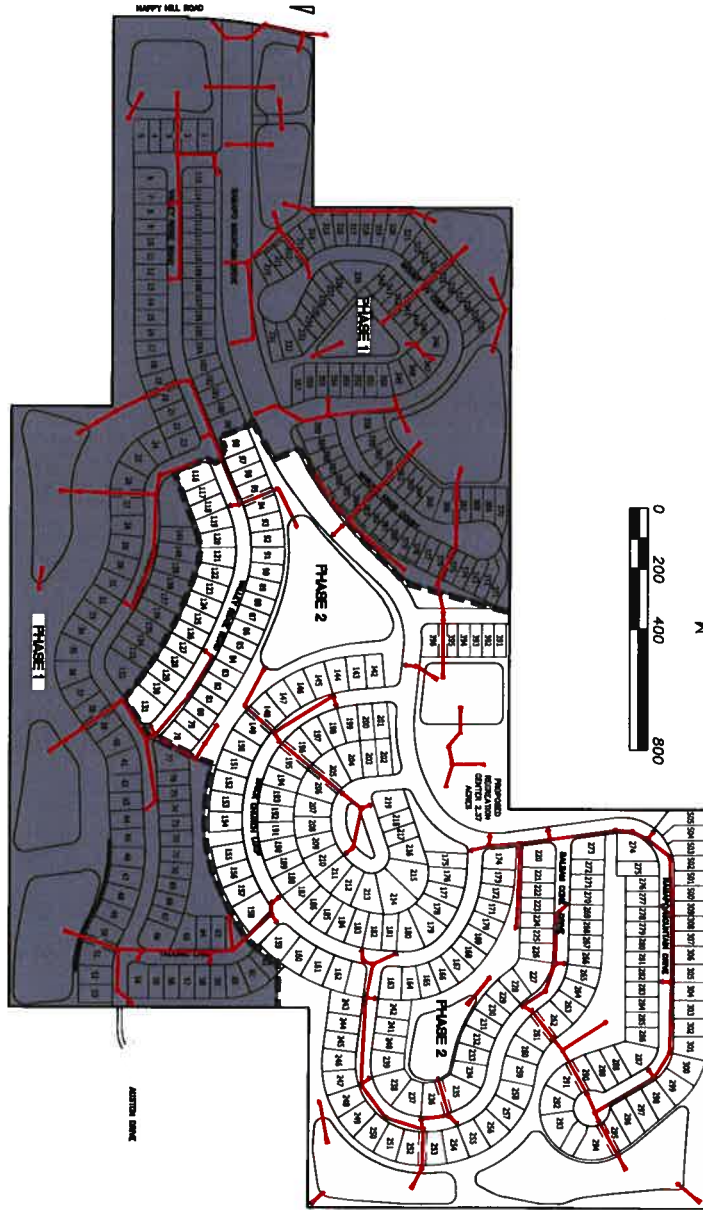
© Copyright 2022 Florida Land Design & Permitting Inc. Drawings, Concepts, Design may not be used without written permission.



<b>Florida Land Design &amp; Permitting</b> 3800 STANLEY BOULEVARD SUITE 200 CLEARWATER, FL 34615 PHONE: (727) 478-1000 WWW.FLDPI.COM FLORIDA PROFESSIONAL ENGINEER LICENSE # 12882		<b>SUMMIT VIEW LLC</b> 16500 CLEARWATER BLVD CLEARWATER, FL 34615 PHONE: (727) 772-0085	
PROJECT NAME		SUMMIT VIEW-PHASE 2	
SHEET NAME		PHASE 1B & 2A EXHIBIT	
NO	1039		
REV	2020-1039		
DESIGNED	AVS		
DRAWN	AVS		
CHECKED	EM		
DATE	10-13-2023		
SHEET	1 OF 1		

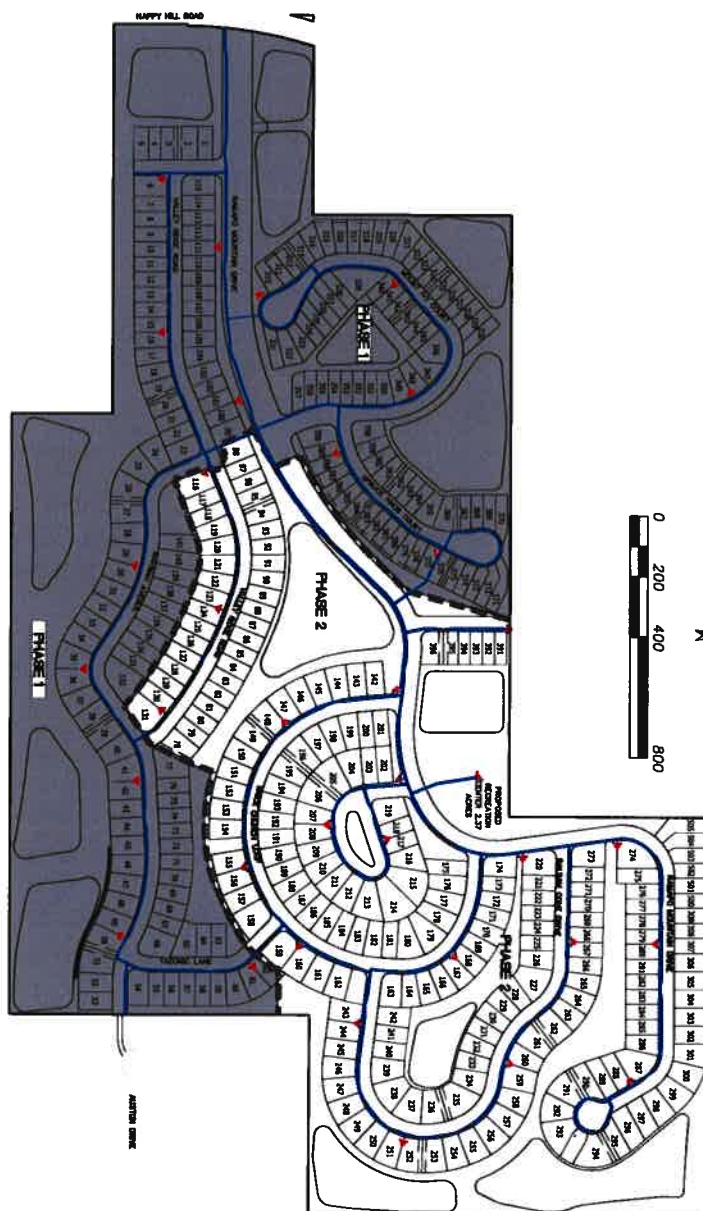
## **EXHIBIT D**

STORM LAYOUT  
CONSTRUCTED



PREPARED FOR		<b>SUMMIT VIEW LLC</b> 3081 LANDMARK DR. CLEARWATER, FL 33761-1808 PHONE: (727) 773-0885	
PROJECT NAME		<b>SUMMIT VIEW-PHASE 2</b>	
SHEET NAME		<b>STORM LAYOUT</b> <b>EXHIBIT</b>	
PROJ	1039		
PROJ	2020-1039		
DESIGNED	AVS		
DRAWN	AVS		
CHECKED	EM		
DATE	10-13-2023		
SHEET	1 OF 1		


**EXHIBIT E**



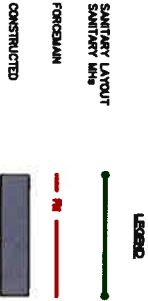
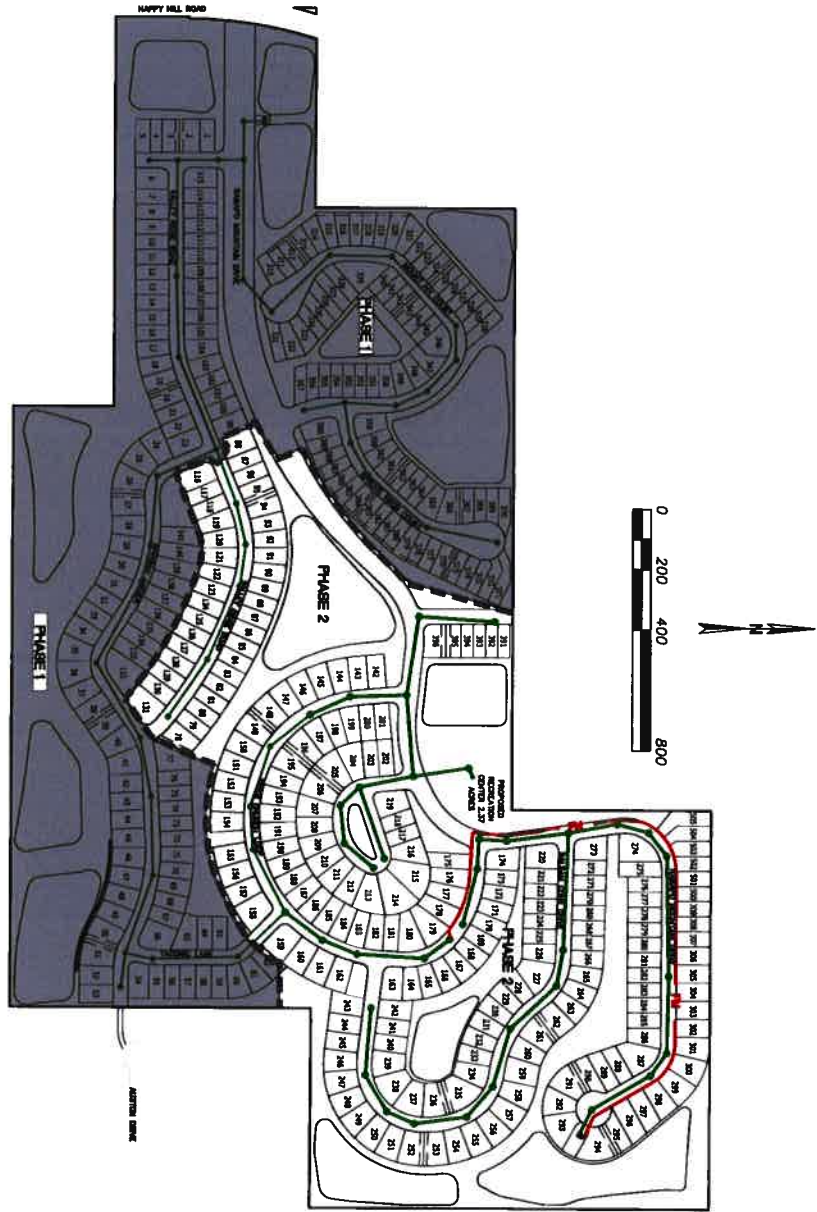
**LEGEND**

WATER LAYOUT  
FIRE HYDRANT ASSEMBLY

CONSTRUCTED

NO	1039	 <b>Florida Land Design &amp; Permitting</b> 3020 STARKEY BOULEVARD WESTON, FLORIDA 33440 PHONE: (772) 476-4421 www.floridaland.com info@floridaland.com Engineer's CA No. 12088 Surveyor's LMS02	NO	1039	PREPARED FOR <b>SUMMIT VIEW LLC</b> 2091 LANDVIEW DR. CLEARWATER, FL 33791-1909 PHONE: (727) 773-0085
PRO	2024-1039		PROJECT NAME	<b>SUMMIT VIEW-PHASE 2</b> <b>POTABLE WATER LAYOUT</b> <b>EXHIBIT</b>	
DESIGNED	AVS		SHEET NAME		
DRAWN	AVS				
CHECKED	EM				
DATE	10-13-2023				
SHEET	1 OF 1				

## **EXHIBIT F**



PROJ - 1039		<b>Florida Land Design &amp; Permitting</b>		3800 STANLEY BOULEVARD TOWSON, FLORIDA 33611 PHONE: (772) 426-7421 www.floridaland.com E-mail: info@floridaland.com Engineer E - 12146 33088 Survey E - 12146		PREPARED FOR <b>SUMMIT VIEW LLC</b> 3301 LANDMARK DR. CLEARWATER, FL 33761-1009 PHONE: (727) 775-0099
PNO 2020-1039		DESIGNED AVS		DRAWN AVS		PROJECT NAME <b>SUMMIT VIEW-PHASE 2</b>
CHECKED EM		DATE 10-13-2023		SHEET 1 OF 1		SHEET NAME <b>SANITARY LAYOUT EXHIBIT</b>

## Tab 2



Rizzetta & Company

# Summit View Community Development District

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Preliminary Supplemental Special  
Assessment Allocation Report

Special Assessment Bonds, Series 2023  
(Assessment Area Two)

November 17, 2023

3434 Colwell Ave  
Suite 200  
Tampa, FL 33614

[rizzetta.com](http://rizzetta.com)

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## I. INTRODUCTION

This Preliminary Supplemental Special Assessment Allocation Report (herein the **“Report”**) is a supplement to the District’s adopted *Amended Master Special Assessment Allocation Report*, dated June 18, 2021 (**“Master Report”**), and is being presented in anticipation of financing a portion of the District’s Capital Improvement Plan (as described herein) as set forth in the *Supplemental Engineer’s Report* (the improvements described therein, the **“2023 Project”**), by the Summit View Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. The District will issue Special Assessment Bonds, Series 2023 (Assessment Area Two) (the **“Series 2023 Bonds”**), and has retained Rizzetta & Company, Inc. to prepare a methodology for allocating the special assessments related to the District’s 2023 Project. This Report will detail the preliminary financing and assessment allocation of the Series 2023 Bonds expected to fund a portion of the District’s 2023 Project.

## II. DEFINED TERMS

**“Assessment Area Two”** - An assessment area of approximately 67.451 acres within the District, consisting of 217 residential units in Phases 1B and 2A benefitting from the 2023 Project.

**“Capital Improvement Program”, “CIP” or “Master Engineer’s Report”** Construction and/or acquisition of public infrastructure planned for the District. The total cost for the Capital Improvement Program is estimated to be \$14,342,579.59 as specified in the Amended and Restated Master Engineer’s Report dated July 16, 2021.

**“Developed”** – Lands or Platted Units with completed infrastructure available so that a home can be constructed.

**“Developer”** – Summit View, LLC as master developer and initial landowner.

**“District”** – Summit View Community Development District.

**“End User”** – The ultimate purchaser of a fully developed residential unit; typically, a resident homeowner.

**“Equivalent Assessment Unit” or “EAU”** – Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

**“Indentures”** – The Master Trust Indenture dated as of July 1, 2021, and the Third Supplemental Trust Indenture dated as of December 1, 2023.

**“Platted Units”** – Lands configured into their intended end-use and subject to a recorded plat.



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**“Series 2023 Assessments”** – The special assessments, as contemplated by Chapters 190, 170, and 197, Florida Statutes, levied to secure repayment of the District’s Series 2023 Bonds.

**“Series 2023 Bonds”** – The \$9,900,000 (estimated) Summit View Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two).

**“True-Up Agreement”** – The Agreement to be executed between the Summit View Community Development District and the Developer, regarding the True-Up and Payment of Series 2023 Assessments.

**“Unplatted Parcels”** – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.

**“2023 Project”** – A portion of the District’s CIP that will be partially funded with Series 2023 Bonds as more specifically depicted in that *2023 Supplemental Engineer’s Report for the Summit View Community Development District*, dated November 17, 2023 (**“Supplemental Engineer’s Report”**), and in the amount of \$\_\_\_\_\_.

### III. DISTRICT INFORMATION

The District was established by the City Commission of Dade City, pursuant to City Ordinance No. 2005-0894 which ordinance became effective on July 12, 2005. The District encompasses approximately 135.35 acres, is located within Dade City and lies entirely in Section 32, Township 24 South, Range 21. The District is approximately 1 mile +/- north of State Road 52 on the east side of Happy Hill Road. The current development plan for the District includes approximately 410 residential units. It is anticipated that 217 residential units within the boundaries of the District, specifically Phases 1B and 2A, will be subject to the Series 2023 Assessments; however, the Capital Improvement Program, including the 2023 Project, benefits all developable acreage in the District, including Assessment Area Two, and assessments will be assigned on a first platted and developed, first assigned basis. The District has also previously issued its Series 2021 Bonds which have been fully assigned to the 185 Platted Units in Phases 1A and 2B (Assessment Area One).

Table 1 illustrates the District’s preliminary development plan for Assessment Area Two.

### IV. 2023 PROJECT

The 2023 Project is the Phases 1B and 2A portion of the District’s Capital Improvement Plan and is estimated to cost \$\_\_\_\_\_, of which a portion is expected to be funded by Series 2023 Bonds in the estimated amount of \$7,891,316. The balance of the 2023 Project may be funded by the Developer or other funding sources.



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For more detailed information regarding the 2023 Project see Table 2 and for more information on the entire Capital Improvement Program, see the Supplemental Engineer's Report.

## **V. SERIES 2023 BONDS AND ASSESSMENTS**

In order to provide for the 2023 Project funding described in Section IV above, the District expects to issue Series 2023 Bonds in the estimated aggregate principal amount of \$9,900,000. The Series 2023 Bonds will be structured as amortizing current-interest bonds, with repayment occurring in substantially equal annual installments of principal and interest. Interest payments shall occur every May 1 and November 1 from the date of issuance until maturity. The first scheduled payment of coupon interest will be due on May 1, 2024; however, interest will be capitalized through November 1, 2024. Therefore, the first payment of interest, along with principal, is expected to occur on May 1, 2025.

The Series 2023 Bonds will be secured by the pledged revenues of the Series 2023 Assessments, all as further provided under the Indenture. The Series 2023 Assessments are expected to initially be levied in an approximate annual amount of \$817,934 and shall be structured in the same manner as the Series 2023 Bonds, so that revenue from the Series 2023 Assessments are sufficient to fulfill the debt service requirements of the Series 2023 Bonds. Table 3 and Table 4 reflect the general preliminary financing terms of the Series 2023 Bonds and Series 2023 Assessments, respectively.

It is expected that the Series 2023 Assessment installments assigned to Platted Units will be collected via the Pasco County property tax bill process (Uniform Method of Collection per F.S. 197.3632)<sup>1</sup>. Accordingly, the Series 2023 Assessments will be adjusted to allow for current county collection costs and the possibility that landowners will avail themselves of early payment discounts. Currently, the aggregate rate for costs and discounts is 6.0%, but this may fluctuate as provided by law.

## **VI. SERIES 2023 ASSESSMENT ALLOCATION**

The Series 2023 Assessments are expected to ultimately be allocated to the 217 Platted Units, as shown on Table 5. The Series 2023 Assessments are allocated based on an EAU methodology, as defined in this Report, and as allocated, the Series 2023 Assessments fall within the cost/benefit thresholds and are fairly and reasonably allocated among the different product types.

Table 5 reflects the Series 2023 Assessments per Platted Unit. The Series 2023 Assessments will initially be levied on all of the gross acres in Assessment Area Two on an equal assessment per acre basis, but as land is either sold in bulk to third parties, or as land

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<sup>1</sup> The ultimate collection procedure is subject to District approval. Nothing herein should be construed as mandating collections that conflict with the terms, privileges, and remedies provided in the Indentures, Florida law, assessment resolutions, and/or other applicable agreements.



is platted or otherwise subdivided into Platted Units, the Series 2023 Assessments will be assigned to the gross acres as described in the Master Report or assigned to those Platted Units at the per-unit amounts described in Table 5, on a first developed, first platted and first assigned basis, thereby reducing the Series 2023 Assessments encumbering the Unplatted Parcels by a corresponding amount. The Series 2023 Bonds and the Series 2023 Assessments are expected to ultimately be assigned to the 217 Platted Units within Assessment Area Two.

As allocated, the Series 2023 Assessments fall within the cost/benefit thresholds, as well as the Maximum Special Assessment levels, established by the Master Report, and are fairly and reasonably allocated among the different product types.

In the event an Unplatted Parcel is sold to a party not affiliated with the Developer, Series 2023 Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units ultimately platted. These total assessments are fixed to the Unplatted Parcel at the time of the sale. If the Unplatted Parcel is subsequently sub-divided into smaller parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting).

As noted in the Engineer's Report and the Master Report, the District's entire CIP – which includes the 2023 Project, functions as a master system of improvements benefitting Assessment Area Two. The Series 2023 Assessments are fairly and reasonably allocated across all Platted Units and Unplatted Parcels.

The Preliminary Series 2023 Assessment Roll is located on page A-5.

## **VII. PREPAYMENT AND TRUE UP OF SERIES 2023 ASSESSMENTS**

The Series 2023 Assessments encumbering a parcel may be prepaid in full at any time or in part no more than two times, without penalty, together with interest at the rate on the corresponding Series 2023 Bonds to the bond interest payment date that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the parcel being prepaid is subject to an assessment delinquency.

Because this methodology assigns defined, fixed assessments to Platted Units, the District's Series 2023 Assessment program is predicated on the development of lots in the manner described in Table 1. However, if a change in development results in net decrease in the overall principal amount of assessments able to be assigned to the units described in Table 1, then a true-up, or principal reduction payment, will be required to cure the deficiency ("True Up Payment"). As the acreage within the District is developed, it will be platted. At such time as a plat is presented to the District and continuing at each time when a subsequent plat is presented to the District (each such date being a "True-Up Date"), the District shall determine if the debt per acre remaining on the Unplatted Parcels is greater



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than the debt per acre of such land at the time of imposition of the initial assessment and, if it is, a True-Up Payment in the amount of such excess, plus accrued interest, shall become due and payable by the Developer or applicable landowner in that tax year, prior to the time the plat is recorded, in accordance with this Report. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations and, in all cases, the Developer and/or applicable landowner agrees that such payments shall be made in order to ensure the District's timely payments of the debt services obligations on the Series 2023 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. For further detail and definitions related to the true-up process, please refer to the true-up agreement expected to be entered into between the District and the Developer. Similarly, if a reconfiguration of lands would result in the collection of substantial excess assessment revenue in the aggregate, then the District shall undertake a pro rata reduction of assessments for all assessed properties.

### **VIII. ADDITIONAL STIPULATIONS**

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Incorporated makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this report. If there is anything contained in the Master Report that is inconsistent with the provisions of this Report, the provisions of this Report shall govern. For additional information on the Series 2023 Bond structure and related items, please refer to the Preliminary Limited Offering Memorandum associated with this transaction.

Rizzetta & Company, Incorporated, does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Incorporated, registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Incorporated, does not provide the District with financial advisory services or offer investment advice in any form.



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**EXHIBIT A:**

**PRELIMINARY ALLOCATION METHODOLOGY**



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## **Tab 3**

### **RESOLUTION NO. 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) AUTHORIZING THE ISSUANCE OF ITS SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (ASSESSMENT AREA TWO) ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$12,000,000 (THE “BONDS”), TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC INFRASTRUCTURE FOR THE DEVELOPMENT OF PHASES 1B AND 2A WITHIN A DESIGNATED AREA OF THE DISTRICT REFERRED TO AS ASSESSMENT AREA TWO; DETERMINING THE NEED FOR A NEGOTIATED LIMITED OFFERING OF THE BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH BONDS; APPOINTING THE UNDERWRITER FOR THE OFFERING OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE BONDS; APPROVING THE USE OF THAT CERTAIN MASTER TRUST INDENTURE PREVIOUSLY APPROVED AND EXECUTED BY THE BOARD WITH RESPECT TO THE 2023 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD SUPPLEMENTAL TRUST INDENTURE SECURING THE BONDS; APPOINTING A TRUSTEE; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM; APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORT; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the Summit View Community Development District (the “District”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 2005-0894, duly enacted by the City Commission of the City of Dade City, Florida (the “City”), on June 28, 2005 and becoming effective July 12, 2005; and

**WHEREAS**, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction; and

**WHEREAS**, the Board of Supervisors of the District (herein, the “Board”) has previously adopted Resolution No. 2005-19 on July 29, 2005 (the “Initial Bond Resolution”), pursuant to which the District authorized the issuance of not to exceed \$35,000,000 of its Special Assessment Bonds to be issued in one or more series to finance all or a portion of the District’s capital improvement program; and

**WHEREAS**, any capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Initial Bond Resolution; and

**WHEREAS**, pursuant to the Initial Bond Resolution, the Board approved the form of Master Trust Indenture and a form of Supplemental Trust Indenture to be entered into by the District and Regions Bank, as trustee (the “Trustee”); and

**WHEREAS**, on August 10, 2021, the District issued its \$3,550,000 Special Assessment Bonds, Series 2021A and its \$2,645,000 Special Assessment Bonds, Series 2021B pursuant to that certain Master Trust Indenture (the “Master Trust Indenture”), First Supplemental Trust Indenture and Second Supplemental Trust Indenture, respectively, each dated July 1, 2021 and each by and between the District and Regions Bank, as the trustee (the “Trustee”) to finance certain public infrastructure necessary for the development of Phases 1A and 2B of the development within the District; and

**WHEREAS**, pursuant to the 2023 Indenture (as defined below) and this Resolution, the Board hereby determines to issue its Summit View Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two) in the aggregate principal amount of not exceeding \$12,000,000 (the “Bonds”) for the purpose of financing the 2023 Project (as defined in the herein referred to Third Supplemental), funding capitalized interest, funding a reserve account and paying the costs of issuance; and

**WHEREAS**, the Bonds are to be issued to finance a portion of the public infrastructure necessary for the development of a designated assessment area within the District referred to as “Assessment Area Two,” as described in the District’s *Amended and Restated Master Engineer’s Report*, dated June 2, 2021, as such report may be supplemented from time to time (“Engineer’s Report”); and

**WHEREAS**, there has been submitted to this meeting with respect to the issuance and sale of the Bonds and submitted to the Board forms of:

(i) a Bond Purchase Contract with respect to the Bonds by and between FMSbonds, Inc., as the underwriter (the “Underwriter”) and the District, together with the form of a disclosure statement attached to the Bond Purchase Contract pursuant to Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit A (the “Bond Purchase Contract”);

(ii) a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B (the “Preliminary Limited Offering Memorandum”);

(iii) a Continuing Disclosure Agreement between the District, the dissemination agent named therein, and the other parties thereto substantially in the form attached hereto as Exhibit C; and

(iv) the Third Supplemental Trust Indenture with respect to the Bonds (the “Third Supplemental”) by between the District and the Trustee, substantially in the form attached hereto as Exhibit D.

**WHEREAS**, in connection with the sale of the Bonds, it may be necessary that certain modifications be made to the *Master Special Assessment Allocation Report* (“Assessment Methodology Report”) dated July 29, 2021 to conform such reports to the final terms of the Bonds; and

**WHEREAS**, the proceeds of the Bonds shall also fund one or more debt service reserve accounts, pay capitalized interest, and pay the costs of the issuance of the Bonds.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the Summit View Community Development District (the “Board”), as follows:

**Section 1. Negotiated Limited Offering of Bonds.** The District hereby finds that because of the complex nature of assessment bond financings in order to better time the sale of the Bonds to secure better rates, it is necessary and in the best interest of the District that the Bonds, in the total aggregate principal amount of not exceeding \$12,000,000, all be sold on a negotiated limited offering basis.

**Section 2. Purpose.** The District hereby determines it shall be in the best economic interest of the landowners and residents of the District to finance a portion of the 2023 Project.

**Section 3. Sale of the Bonds.** Except as otherwise provided in the last sentence of this Section 3, the proposal submitted by the Underwriter offering to purchase the Bonds at the purchase price established pursuant to the parameters set forth below and on the terms and conditions set forth in the Bond Purchase Contract (attached hereto as Exhibit A), are hereby approved and adopted by the District in substantially the form presented. Subject to the last sentence of this Section 3, the Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby authorized to execute and deliver on behalf of the District, and the Secretary of the District is hereby authorized (if so required) to affix the Seal of the District and attest to the execution of the Bond Purchase Contract in substantially the form presented at this meeting. The disclosure statements of the Underwriter, as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the execution of the Bond Purchase Contract, a copy of which is attached as an exhibit to the Bond Purchase Contract, will be entered into the official records of the District. The Bond Purchase Contract, in final form as determined by counsel to the District, the District’s Bond Counsel and the Chairperson, may be executed by the District without further action provided that (i) the Bonds mature not later than the permitted statutory period; (ii) the principal amount of the Bonds issued does not exceed \$12,000,000; (iii) if the Bonds are subject to optional redemption which determination will be made on or before the sale date of the Series A Bonds, the first optional call date and the redemption price shall be determined prior to the execution of the Bond Purchase Contract; (iv) the purchase price to be paid

by the Underwriter for the Bonds is not less than 98% of the principal amount of the Bonds issued (exclusive of any original issuance discount); and (v) the maximum rate of interest on the Bonds shall not exceed the maximum rate permitted under Florida law. If the Bonds are issued in calendar year 2024, the series designation of the Bonds shall be Series 2024.

**Section 4. The Limited Offering Memorandum.** The Limited Offering Memorandum, in substantially the form of the Preliminary Limited Offering Memorandum (as herein defined and subject to the other conditions set forth herein) attached hereto as Exhibit B, with such changes as are necessary to conform to the details of the Bonds and the requirements of the Bond Purchase Contract, is hereby approved. The District hereby authorizes the execution of the Limited Offering Memorandum and the District hereby authorizes the Limited Offering Memorandum, when in final form, to be used in connection with the limited offering and sale of the Bonds. The District hereby authorizes and consents to the use by the Underwriter of a Preliminary Limited Offering Memorandum substantially in the form attached hereto as Exhibit B, in connection with the limited offering of the Bonds (the “Preliminary Limited Offering Memorandum”). The final form of a Preliminary Limited Offering Memorandum shall be determined by the Underwriter and the professional staff of the District, with final approval by the Chairperson (or any other member of the Board in the absence of the Chairperson). The Limited Offering Memorandum may be modified in a manner not inconsistent with the substance thereof and the terms of the Bonds as shall be deemed advisable by the Bond Counsel and counsel to the District, with final approval by the Chairperson (or any other member of the Board in the absence of the Chairperson). The Chairperson (or, in the absence of the Chairperson, any other member of the Board) is hereby further authorized to execute and deliver on behalf of the District, the Limited Offering Memorandum and any amendment or supplement thereto, with such changes, modifications and deletions as the member of the Board executing the same may deem necessary and appropriate with the advice of Bond Counsel and counsel to the District, with final approval by the Chairperson (or any other member of the Board in the absence of the Chairperson), such execution and delivery to be conclusive evidence of the approval and authorization thereof by the District. The District hereby authorizes the Chairperson (or, in the absence of the Chairperson, any other member of the Board) to deem “final” the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

**Section 5. Details of the Bonds.** The proceeds of the Bonds shall be applied in accordance with the provisions of the Third Supplemental. The Bonds shall mature in the years and in the amounts, bear interest at such rates and be subject to redemption, all as provided in the 2023 Indenture. The execution of the Third Supplemental Indenture shall constitute approval of such terms as set forth in the Third Supplemental Indenture and this Resolution. The maximum aggregate principal amount of the Bonds authorized to be issued pursuant to this Resolution and the 2023 Indenture shall not exceed \$12,000,000 in principle amount for the Bonds.

**Section 6. Continuing Disclosure; Dissemination Agent.** The Board does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chairperson (or, in the absence of the Chairperson, any other member of the Board) substantially in the form presented to this meeting and attached hereto as Exhibit C. The Continuing Disclosure Agreement is being executed by the District and the other parties thereto in order to assist the Underwriter in the marketing of the Bonds and compliance with Rule 15c2-12 of the Securities

and Exchange Commission. Rizzetta & Company, Incorporated is hereby appointed the initial dissemination agent.

**Section 7. Authorization of Execution and Delivery of the Third Supplemental; Authorization to Use Master Trust Indenture.** The Master Trust Indenture and the Third Supplemental are collectively referred to as the “2023 Indenture.” The Master Trust Indenture shall be applicable to the Bonds. The District does hereby authorize and approve the execution by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson or any other member of the Board) and the Secretary and the delivery of the Third Supplemental between the District and the Trustee. The Third Supplemental shall be substantially in the form attached hereto as Exhibit D and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or, in the absence of the Chairperson, the Vice Chairperson, or any other member of the Board) executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of the Third Supplemental attached hereto as Exhibit D.

**Section 8. Authorization and Ratification of Prior Acts.** All actions previously taken by or on behalf of District in connection with the issuance of the Bonds are hereby authorized, ratified and confirmed.

**Section 9. Appointment of Underwriter.** The Board hereby formally appoints FMSbonds, Inc., as the Underwriter for the Bonds.

**Section 10. Appointment of Trustee.** The Board hereby appoints Regions Bank to serve as trustee, paying agent, and registrar (collectively, the “Trustee”) under the 2023 Indenture.

**Section 11. Book-Entry Only Registration System.** The registration of the Bonds shall initially be by the book-entry only system established with The Depository Trust Company.

**Section 12. Assessment Methodology Report.** The Board hereby authorizes any modifications to the Assessment Methodology Report prepared by Rizzetta & Company, Incorporated in connection with the Bonds if such modifications are determined to be appropriate in connection with the issuance of the Bonds, including supplements thereto.

**Section 13. Engineer’s Report.** The Board hereby authorizes any modifications to the Engineer’s Report prepared by Florida Land Design & Permitting, Inc. in connection with the Bonds if such modifications are determined to be appropriate in connection with the issuance of the Bonds or modifications to the 2023 Project, including supplements thereto.

**Section 14. Further Official Action.** The Chairperson, the Vice Chairperson, the Secretary and each member of the Board and any other proper official or member of the professional staff of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson, the Vice Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the

District herein authorized. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation.

**Section 15. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 16. Inconsistent Proceedings.** All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

**PASSED** in public session of the Board of Supervisors of the Summit View Community Development District, this 17<sup>th</sup> day of November, 2023.

**SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson, Board of Supervisors

**EXHIBIT A**

**FORM OF BOND PURCHASE CONTRACT**

**EXHIBIT B**

**DRAFT COPY OF PRELIMINARY LIMITED OFFERING MEMORANDUM**

**EXHIBIT C**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

**EXHIBIT D**  
**FORM OF THIRD SUPPLEMENTAL**

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THIRD SUPPLEMENTAL TRUST INDENTURE

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BETWEEN

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

AND

REGIONS BANK

as Trustee

---

Dated as of December 1, 2023

---

Authorizing and Securing  
\$ \_\_\_\_\_  
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2023  
(ASSESSMENT AREA TWO)

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THIS THIRD SUPPLEMENTAL TRUST INDENTURE (the “Third Supplemental Indenture”), dated as of December 1, 2023 between the SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT (together with its successors and assigns, the “Issuer”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and REGIONS BANK, a banking corporation duly organized and existing under the laws of the State of Alabama and having a designated corporate trust office in Jacksonville, Florida, as trustee (said banking corporation and any bank or trust company becoming successor trustee under this Third Supplemental Indenture being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), by Ordinance No. 2005-0894 enacted by the City Commission of Dade City, Florida (the “City”), on June 28, 2005 and becoming effective on July 12, 2005 (the “Ordinance”); and

WHEREAS, the premises governed by the Issuer, as described more fully in the Ordinance, consisting of approximately 135 acres of land (herein, the “District Lands” or “District”), are located entirely within the incorporated area of the City; and

WHEREAS, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the acquisition and/or construction of public improvements and community facilities as set forth in the Act for the special benefit of the District Lands; and

WHEREAS, the Issuer has previously adopted Resolution No. 2005-19 on July 29, 2005 (the “Original Authorizing Resolution”), authorizing the issuance of not to exceed \$35,000,000 in aggregate principal amount of its special assessment bonds to be issued in one or more Series (the “Bonds”) to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act for the special benefit of the District Lands or portions thereof and approving the form of and authorizing the execution and delivery of a master trust indenture and supplemental indenture; and

WHEREAS, on August 10, 2021, the District issued its \$3,550,000 Special Assessment Bonds, Series 2021A and its \$2,645,000 Special Assessment Bonds, Series 2021B pursuant to that certain Master Trust Indenture, First Supplemental Trust Indenture and Third Supplemental Trust Indenture, respectively, each dated July 1, 2021 and each by and between the District and the Trustee for the purpose of financing certain public infrastructure necessary to develop Phases 1A and 2B within the herein defined Development; and

WHEREAS, to the extent not constructed by the Issuer, Summit View, LLC, a Florida limited liability company (the “Landowner”), the master developer of the residential community located within the District, shall construct all of the public infrastructure necessary to serve such residential community (herein, the “Development”), which such public infrastructure is necessary to develop the Development and will benefit the District Lands and will be constructed and/or

purchased by the Issuer with a portion of the proceeds of the herein described Series 2023 Bonds and primarily for the benefit of the development of Phases 1B and 2A within the Development (herein, "Assessment Area Two") in the amount of \$\_\_\_\_\_ (such public infrastructure as described on Exhibit A is herein collectively referred to as the "2023 Project" or "Assessment Area Two Project"); and

WHEREAS, the Issuer has determined to issue its next Series of Bonds, designated as the Summit View Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two) (the "Series 2023 Bonds"), pursuant to the Master Indenture (as herein defined) and this Third Supplemental Indenture (hereinafter sometimes collectively referred to as the "2023 Indenture"); and

WHEREAS, the construction of the 2023 Project is deemed necessary for the development of Assessment Area Two;

WHEREAS, the net proceeds of the Series 2023 Bonds will finance a portion of the 2023 Project; and

WHEREAS, in the manner provided herein, the proceeds of the Series 2023 Bonds will be used to provide funds for (i) the Costs of acquiring and/or constructing a portion of the 2023 Project, (ii) funding Capitalized Interest through at least May 1, 2024, (iii) the funding of the Series 2023 Reserve Account, and (iv) the payment of the costs of issuance of the Series 2023 Bonds; and

WHEREAS, the Series 2023 Bonds will be secured by a pledge of Series 2023 Pledged Revenues (as hereinafter defined) to the extent provided herein; and

WHEREAS, the Series 2023 Bonds will be secured by a pledge of Series 2023B Pledged Revenues (as defined in the Third Supplemental Indenture).

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2023 Bonds, the security and payment of the principal or Redemption Price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2023 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2023 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Regions Bank, as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series 2023 Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2023 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the 2023 Indenture with respect to the Series 2023 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2023 Bonds issued and to be issued under this Third Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Third Supplemental Indenture) of any one Series 2023 Bond over any other Series 2023 Bond, all as provided in the 2023 Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2023 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2023 Bonds and the 2023 Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the 2023 Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Third Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Third Supplemental Indenture to be and remain in full force and effect.

## **ARTICLE I DEFINITIONS**

In this Third Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition to certain terms defined in the recitals above, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Acquisition Agreement” shall mean that certain [Acquisition of Work Product, Improvements and Real Property Agreement] relating to the acquisition of the 2023 Project, by and between the Landowner and the Issuer.

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate, including arbitrage rebate covenants, of the Issuer, dated the date of the delivery of the Series 2023 Bonds, relating to certain restrictions on arbitrage under the Code with respect to the Series 2023 Bonds.

“Assessment Area Two” shall mean a designated assessment area within the District which will be subject to the Series 2023 Special Assessments.

“Assessment Resolutions” shall mean Resolution No. 2021-30, Resolution No. 2021-31, Resolution No. 2021-36 and Resolution No. 2024-04 of the Issuer adopted on March 19, 2021, June 8, 2021, August 6, 2021, and November 17, 2023, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2023 Bonds, on the date of issuance, denominations of \$5,000 and any integral multiple thereof provided, however, if any initial beneficial owner does not purchase at least \$100,000 of the Series 2023 Bonds at the time of initial delivery of the Series 2023 Bonds, such beneficial owner must either execute and deliver to the Underwriter on the date of delivery of the Series 2023 Bonds the investor letter substantially in the form attached hereto as Exhibit D or otherwise establish to the satisfaction of the Underwriter

that such Beneficial Owner is an “accredited investor,” as described in Rule 501(a) under Regulation D of the Securities Act of 1933, as amended.

“Bonds” shall mean the Issuer’s Special Assessments Bonds issued pursuant to the Master Indenture.

“Capitalized Interest” shall mean interest due or to become due on the Series 2023 Bonds, which will be paid, or is expected to be paid, from the proceeds of the Series 2023 Bonds.

“Collateral Assignment” shall mean that certain Collateral Assignment and Assumption of Development Rights executed by the Landowner in favor of the Issuer whereby all of the Project Documents and other material documents necessary to complete the Development (comprising all of the development planned for the District), are collaterally assigned as security for the Landowner’s obligation to pay the Series 2023 Special Assessments which will be imposed against all lands within Assessment Area Two within the District and are expected to be absorbed by lands within Phases 1B and 2A within the District owned by the Landowner or builders from time to time.

“Consulting Engineer” shall mean Florida Land Design & Permitting, Inc., and its successors and assigns.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2023 Bonds, dated the date of delivery of the Series 2023 Bonds, by and among the Issuer, the dissemination agent named therein, the Landowner and joined by the parties named therein, in connection with the issuance of the Series 2023 Bonds.

“District Manager” shall mean Rizzetta & Company, Incorporated, and its successors and assigns.

“Fully Absorbed” shall mean the date 100% of the principal portion of the Series 2023 Special Assessments have been assigned to residential units that have received certificates of occupancy.

“Indenture” shall mean collectively, the Master Indenture and this Third Supplemental Indenture.

“Interest Payment Date” shall mean May 1 and November 1 of each year commencing May 1, 2024, each Quarterly Redemption Date and any other date the principal of the Series 2023 Bonds is paid.

“Majority Holders” means the beneficial owners of more than fifty percent (50%) of the Outstanding Series 2023 Bonds.

“Master Indenture” shall mean the Master Trust Indenture, dated as of July 1, 2021, by and between the Issuer and the Trustee, as supplemented and/or amended with respect to matters pertaining solely to the Master Indenture or the Series 2023 Bonds (as opposed to supplements or amendments relating to any other Series of Bonds).

“Paying Agent” shall mean Regions Bank, and its successors and assigns as Paying Agent hereunder.

“Phase 1B” shall mean a designated phase of development within Assessment Area Two planned for 95 residential units.

“Phase 2A” shall mean a designated phase of development within Assessment Area Two planned for 130 residential units.

“Prepayment” shall mean the payment by any owner of property subject to the Series 2023 Special Assessments of the amount of the Series 2023 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments. The term “Prepayment” also means any proceeds received as a result of true-up payments and/or accelerating and/or foreclosing the Series 2023 Special Assessments. “Prepayments” shall include, without limitation, Series 2023 Prepayment Principal.

“Pro-Rata” shall mean [42%] with respect to the Series 2023 Phase 1B Acquisition and Construction Subaccount and [58%] with respect to the Series 2023 Phase 2A Acquisition and Construction Subaccount.

“Quarterly Redemption Date” shall mean each February 1, May 1, August 1 and November 1 of any calendar year.

“Redemption Price” shall mean the principal amount of any Series 2023 Bond payable upon redemption thereof pursuant to this Third Supplemental Indenture.

“Registrar” shall mean Regions Bank and its successors and assigns as Registrar hereunder.

“Regular Record Date” shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“Release Conditions” shall mean all of the following:

(a) all of the principal portion of the Series 2023 Special Assessments has been assigned to residential units that have been constructed and have been sold and closed to homebuilders; and

(b) no Event of Default under the Master Indenture has occurred, all as evidenced pursuant to Section 4.01(f) hereof.

“Resolution” shall mean, collectively, (i) Resolution No. 2005-19 of the Issuer adopted on July 29, 2005, pursuant to which the Issuer authorized the issuance of not exceeding \$35,000,000 aggregate principal amount of its Bonds to finance the construction or acquisition of public infrastructure within the District, and (ii) Resolution No. 2024-03 of the Issuer adopted on November 17, 2023, pursuant to which the Issuer authorized, among other things, the issuance of the Series 2023 Bonds in an aggregate principal amount of not exceeding \$12,000,000 to finance the acquisition of a portion of the 2023 Project, specifying the details of the Series 2023 Bonds and awarding the Series 2023 Bonds to the purchaser of the Series 2023 Bonds pursuant to certain parameters set forth therein.

“Series 2023 Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Third Supplemental Indenture.

“Series 2023 Acquisition and Construction Subaccounts” shall mean collectively the Series 2023 Phase 1B Acquisition and Construction Subaccount and the Series 2023 Phase 2A Acquisition and Construction Subaccount.

“Series 2023 Bond Redemption Account” shall mean the Series 2023 Bond Redemption Account established as a separate Account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“Series 2023 Bonds” shall mean the \$\_\_\_\_\_ aggregate principal amount of Summit View Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two), to be issued as fully registered Bonds in accordance with the provisions of the Master Indenture and this Third Supplemental Indenture, and secured and authorized by the Master Indenture and this Third Supplemental Indenture.

“Series 2023 Capitalized Interest Account” shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(d) of this Third Supplemental Indenture.

“Series 2023 Costs of Issuance Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Third Supplemental Indenture.

“Series 2023 General Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2023 Bond Redemption Account pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“Series 2023 Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Third Supplemental Indenture .

“Series 2023 Optional Redemption Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2023 Bond Redemption Account pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“Series 2023 Phase 1B Acquisition and Construction Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2023 Acquisition and Construction Account pursuant to Section 4.01(a) of this Third Supplemental Indenture.

“Series 2023 Pledged Revenues” shall mean (a) all revenues received by the Issuer from the Series 2023 Special Assessments levied and collected on assessable lands within Assessment Area Two within the District, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2023 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2023 Special Assessments, and (b) all moneys on deposit in the Funds, Accounts and subaccounts established under the 2023

Indenture created and established with respect to or for the benefit of the Series 2023 Bonds; provided, however, that Series 2023 Pledged Revenues shall not include (A) any moneys transferred to the Series 2023 Rebate Fund and investment earnings thereon, (B) moneys on deposit in the Series 2023 Costs of Issuance Account of the Acquisition and Construction Fund, and (C) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the 2023 Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

“Series 2023 Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of the Series 2023 Special Assessments being prepaid pursuant to Section 4.05 of this Third Supplemental Indenture or as a result of an acceleration of the Series 2023 Special Assessments pursuant to Section 170.10, Florida Statutes, if such Series 2023 Special Assessments are being collected through a direct billing method.

“Series 2023 Prepayment Subaccount” shall mean the subaccount so designated, established as a separate subaccount under the Series 2023 Bond Redemption Account pursuant to Section 4.01(g) of this Third Supplemental Indenture.

“Series 2023 Principal Account” shall mean the account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Third Supplemental Indenture.

“Series 2023 Rebate Fund” shall mean the Fund so designated, established pursuant to Section 4.01(j) of this Third Supplemental Indenture.

“Series 2023 Reserve Account” shall mean the Series 2023 Reserve Account established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Third Supplemental Indenture.

“Series 2023 Reserve Requirement” or “Reserve Requirement” shall mean an amount initially equal to the maximum annual debt service with respect to the initial principal amount of the Series 2023 Bonds determined on the date of issue. Upon satisfaction of the Release Conditions, the Series 2023 Reserve Requirement shall be reduced to an amount equal to fifty percent (50%) of the maximum annual debt service with respect to the then Outstanding principal amount of the Series 2023 Bonds. If a portion of the Series 2023 Bonds are redeemed pursuant to Section 3.01(b)(i) or Section 3.01(b)(iii), the Reserve Requirement shall be reduced to the maximum annual debt service of the Series 2023 Bonds after taking into account such extraordinary mandatory redemption (prior to satisfaction of the Release Conditions) or fifty percent (50%) after satisfaction of the Release Conditions of the maximum annual debt service of the Series 2023 Bonds after taking into account such extraordinary mandatory redemption. Any amount in the Series 2023 Reserve Account may, upon final maturity or redemption of all Outstanding Series 2023 Bonds be used to pay principal of and interest on the Series 2023 Bonds at that time. The initial Series 2023 Reserve Requirement shall be equal to \$\_\_\_\_\_.

“Series 2023 Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Third Supplemental Indenture.

“Series 2023 Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Third Supplemental Indenture.

“Series 2023 Special Assessments” shall mean the Series 2023 Special Assessments provided however that the Series 2023 Special Assessments shall not include “special assessments” levied and collected by the District under section 190.22 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the District under Section 190.021(3) of the Act.

“Third Supplemental Indenture” shall mean that certain Third Supplemental Indenture dated as of December 1, 2023 by and between the Issuer and the Trustee and pursuant to which, together with the Master Indenture, the Series 2023 Bonds have been issued.

“2023 Project” or “Assessment Area Two Project” shall mean a portion of the public infrastructure deemed necessary for the development of primarily Phases 1B and 2A of the Development constituting Assessment Area Two within the District generally described on Exhibit A attached hereto.

“Underwriter” shall mean FMSbonds, Inc., the underwriter of the Series 2023 Bonds.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the form of Series 2023 Bonds), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Chairperson or Vice Chairperson and the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary or Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[END OF ARTICLE I]

## **ARTICLE II**

### **THE SERIES 2023 BONDS**

**SECTION 2.01.**     Amounts and Terms of Series 2023 Bonds; Issue of Series 2023 Bonds. No Series 2023 Bonds may be issued under this Third Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a)     The total principal amount of Series 2023 Bonds that may be issued under this Third Supplemental Indenture is expressly limited to \$\_\_\_\_\_. The Series 2023 Bonds shall be numbered consecutively from R1-1 and upwards.

(b)     Any and all Series 2023 Bonds shall be issued substantially in the form attached hereto as Exhibit B, with such appropriate variations, omissions and insertions as are permitted or required by the 2023 Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2023 Bonds upon execution of this Third Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2023 Bonds and deliver them as specified in the request.

**SECTION 2.02.**     Execution. The Series 2023 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

**SECTION 2.03.**     Authentication. The Series 2023 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2023 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

**SECTION 2.04.**     Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2023 Bonds.

(a)     The Series 2023 Bonds are being issued hereunder in order to provide funds (i) for the payment of the Costs of acquiring and/or constructing a portion of the 2023 Project, (ii) to fund the Series 2023 Reserve Account in an amount equal to the initial Series 2023 Reserve Requirement; (iii) to fund Capitalized Interest through at least May 1, 2024; and (iv) to pay the costs of issuance of the Series 2023 Bonds. The Series 2023 Bonds shall be designated "Summit View Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two)," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b)     The Series 2023 Bonds shall be dated as of the date of initial delivery. Regularly scheduled interest on the Series 2023 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2023 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to May 1, 2024, in which case from the date of initial delivery or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Third Supplemental Indenture in connection with a book entry only system of registration of the Series 2023 Bonds, the principal or Redemption Price of the Series 2023 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2023 Bonds. Except as otherwise provided in Section 2.07 of this Third Supplemental Indenture in connection with a book entry only system of registration of the Series 2023 Bonds, the payment of interest on the Series 2023 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2023 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2023 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called “Defaulted Interest”) shall be paid to the Owner in whose name the Series 2023 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2023 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Record Date.

**SECTION 2.05.**      Details of the Series 2023 Bonds.

(a) The Series 2023 Bonds will mature on May 1 in the years and in the principal amounts, and bear interest at the rates all set forth below, subject to the right of prior redemption in accordance with their terms.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
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\*Term Bond

(b) Interest on the Series 2023 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2023 Bonds on the day before the default occurred.

**SECTION 2.06.**     Disposition of Series 2023 Bond Proceeds. From the net proceeds of the Series 2023 Bonds received by the Trustee in the amount of \$ \_\_\_\_\_.

(a)     \$ \_\_\_\_\_ derived from the net proceeds of the Series 2023 Bonds (which is an amount equal to the initial Series 2023 Reserve Requirement) shall be deposited in the Series 2023 Reserve Account of the Debt Service Reserve Fund;

(b)     \$ \_\_\_\_\_ derived from the net proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Capitalized Interest Account to pay Capitalized Interest;

(c)     \$ \_\_\_\_\_ derived from the net proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Costs of Issuance Account of the Acquisition and Construction Fund for payment of the costs of issuing the Series 2023 Bonds; and

(d)     \$ \_\_\_\_\_ representing the balance of the net proceeds of the Series 2023 Bonds of which \$ \_\_\_\_\_ shall be deposited into the Series 2023 Phase 1B Acquisition and Construction Subaccount and the balance in the amount of \$ \_\_\_\_\_ shall be deposited in the Series 2023 Phase 2A Acquisition and Construction Subaccount which the Issuer shall cause to be applied in accordance with Article V of the Master Indenture, Section 4.01(a) hereof and the terms of the Acquisition Agreement.

**SECTION 2.07.**     Book-Entry Form of Series 2023 Bonds. The Series 2023 Bonds shall be issued as one fully registered bond for each maturity of Series 2023 Bonds and deposited with The Depository Trust Company (“DTC”), New York, New York, which is responsible for establishing and maintaining records of ownership for its participants.

As long as the Series 2023 Bonds are held in book-entry-only form, Cede & Co. shall be considered the registered owner for all purposes hereof and in the Master Indenture. DTC shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants (“Direct Participants”) and other institutions that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly (“Indirect Participants”). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Series 2023 Bonds (“Beneficial Owners”).

Principal and interest on the Series 2023 Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Series 2023 Bonds, through Direct Participants and Indirect Participants.

During the period for which Cede & Co. is registered owner of the Series 2023 Bonds, any notices to be provided to any Beneficial Owner will be provided to Cede & Co. DTC shall be

responsible for notices to Direct Participants and Direct Participants shall be responsible for notices to Indirect Participants, and Direct Participants and Indirect Participants shall be responsible for notices to Beneficial Owners.

The Issuer has previously entered into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer in accordance with the procedures of DTC. In the event of such termination, the Issuer shall select another securities depository and in that event, all references herein to DTC or Cede & Co., shall be deemed to be for reference to such successor. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2023 Bonds in the form of fully registered Series 2023 Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer, but only in accordance with the procedures of DTC, elects to discontinue the book-entry only system, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Series 2023 Bonds may be exchanged for an equal aggregate principal amount of Series 2023 Bonds in other Authorized Denominations upon surrender thereof at the designated corporate trust office of the Trustee.

**SECTION 2.08.**     Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the Series 2023 Bonds, and hereby appoints Regions Bank, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Regions Bank hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints Regions Bank as Paying Agent for the Series 2023 Bonds. Regions Bank hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

**SECTION 2.09.**     Conditions Precedent to Issuance of the Series 2023 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2023 Bonds, all the Series 2023 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a)     Certified copies of the Assessment Resolutions;
- (b)     Executed originals of the Master Indenture and this Third Supplemental Indenture;
- (c)     An opinion of Counsel to the District in the form required by the Master Indenture;

(d) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2023 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture, the Third Supplemental Indenture, or this Third Supplemental Indenture;

(e) An opinion of Bond Counsel;

(f) A certificate of the Issuer's methodology consultant that the benefit from the proposed 2023 Project equals or exceeds the amount of corresponding Series 2023 Special Assessments and the Series 2023 Special Assessments are fairly and reasonably allocated across the lands that are subject to the Series 2023 Special Assessments, and the Series 2023 Special Assessments are sufficient to pay the Debt Service on the Series 2023 Bonds; and

(g) A copy of the Collateral Assignment.

Receipt by the Trustee of the net proceeds from the initial sale of the Series 2023 Bonds shall constitute conclusive evidence of the fulfillment of the conditions precedent for the issuance of the Series 2023 Bonds to the satisfaction of the Issuer and the Underwriter.

[END OF ARTICLE II]

### **ARTICLE III**

#### **REDEMPTION OF SERIES 2023 BONDS**

**SECTION 3.01.**     Redemption Dates and Prices. The Series 2023 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2023 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2023 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall select the Series 2023 Bonds or portions of the Series 2023 Bonds to be redeemed randomly. Partial redemptions of Series 2023 Bonds shall be made in such a manner that the remaining Series 2023 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2023 Bond.

The Series 2023 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2023 Bonds shall be made on the dates specified below.

(a)     Optional Redemption. The Series 2023 Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20XX (less than all Series 2023 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2023 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2023 Optional Redemption Subaccount of the Series 2023 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2023 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2023 Bonds is substantially level.

(b)     Extraordinary Mandatory Redemption in Whole or in Part. The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2023 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i)     from Series 2023 Prepayment Principal deposited into the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account (taking into account the credit from the Series 2023 Reserve Account pursuant to Section 4.05 hereof) following the Prepayment in whole or in part of the Series 2023 Special Assessments on any assessable property within Assessment Area Two within the District in accordance with the provisions of Section 4.05 of this Third Supplemental Indenture.

(ii)    from moneys, if any, on deposit in the Series 2023 Funds, Accounts and subaccounts in the Funds, Accounts and subaccounts (other than the Series 2023 Rebate Fund and the Series 2023 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2023 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the 2023 Indenture.

(iii) from any funds on deposit in the Series 2023 Acquisition and Construction Subaccounts not otherwise reserved to complete the 2023 Project or the condition precedent with respect to additional disbursements from the Series 2023 Phase 2A Subaccount has not been satisfied as described in Section 4.01(a) hereof and which have been transferred to the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

	<b>Mandatory Sinking Fund</b>
<b><u>Year</u></b>	<b><u>Redemption Amount</u></b>

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\*Maturity

Upon any redemption of Series 2023 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2023 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2023 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2023 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

**SECTION 3.02.**      Notice of Redemption. When required to redeem Series 2023 Bonds under any provision of this Third Supplemental Indenture or directed to redeem Series 2023 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2023 Bonds to be redeemed, notice of the redemption, as set forth in Article VIII of the Master Indenture.

[END OF ARTICLE III]

**ARTICLE IV**  
**ESTABLISHMENT OF CERTAIN FUNDS, ACCOUNTS AND SUBACCOUNTS;**  
**ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS;**  
**REMOVAL OF SPECIAL ASSESSMENT LIENS**

**SECTION 4.01.**      Establishment of Certain Funds, Accounts and Subaccounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2023 Acquisition and Construction Account” and within such Account a “Series 2023 Phase 1B Acquisition and Construction Subaccount” and a “Series 2023 Phase 2A Acquisition and Construction Subaccount”. Net proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Acquisition and Construction Subaccounts in the amounts set forth in Section 2.06 of this Third Supplemental Indenture, together with any other moneys that may be transferred to such subaccounts as provided for herein. Such moneys in the Series 2023 Phase 1B Acquisition and Construction Subaccount shall be disbursed without any hold-back restrictions by the Trustee as set forth in Section 5.01 of the Master Indenture and this Section 4.01(a), and upon disbursement, the Issuer shall apply such moneys as provided for herein and in the Acquisition Agreement. Except as provided in the next succeeding sentence, only moneys in the Series 2023 Phase 2A Acquisition and Construction Subaccount which is applied by the Landowner for master public infrastructure within the Phase 2A in an amount equal to \$\_\_\_\_\_ may be disbursed by the Trustee as set forth in Section 5.01 of the Master Indenture and this Section 4.01(a) and upon disbursement, the Issuer shall apply such moneys provided for herein and the Acquisition Agreement. The remaining moneys in the Series 2023 Phase 2A Acquisition and Construction Subaccount shall be disbursed by the Trustee only after the construction plans for Phase 2A has been approved by the City and the Landowner certifies such approval in writing to the Trustee and the District Manager. If such approval is not obtained within one year after the issuance of the Series 2023 Bonds, the remaining moneys in the Series 2023 Phase 2A Acquisition and Construction Subaccount shall be transferred to the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account and applied pursuant to Section 3.01(b)(iii) hereof. Subject to the provisions of the preceding sentence and Section 4.01(f) hereof, any moneys remaining in the Series 2023 Acquisition and Construction Subaccounts after the Completion Date, and after the expenditure of all moneys remaining therein that have not been requisitioned within thirty (30) days after satisfaction of the Release Conditions upon notice of same given by the Landowner to the Trustee and District Manager, except for any moneys reserved therein for the payment of any costs of the Assessment Area Two Project owed but not yet requisitioned, as evidenced in a certificate from the District Engineer to the Trustee, upon which the Trustee may conclusively rely, and the adoption of a resolution by the Issuer accepting the Assessment Area Two Project, as evidenced by a certificate from the District Manager delivered to the Trustee, upon which the Trustee may conclusively rely, shall be transferred by the Trustee to the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account. Subject to the provisions of Section 4.01(f) hereof, the Series 2023 Acquisition and Construction Account and the Series 2023 Acquisition and Construction Subaccounts therein shall be closed upon the expenditure or transfer of all funds therein including moneys deposited therein as a result of satisfaction of the Release Conditions. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2023 Acquisition and Construction Account and make payment to the Person or Persons so designated

in such requisition. Pursuant to the Master Indenture, the Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2023 Costs of Issuance Account.” Net proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Costs of Issuance Account in the amount set forth in Section 2.06 of this Third Supplemental Indenture. Upon presentment by the District Manager or the Issuer to the Trustee of a properly signed requisition in substantially the form attached hereto as Exhibit C, the Trustee shall withdraw moneys from the Series 2023 Costs of Issuance Account to pay the costs of issuing the Series 2023 Bonds. Six months after the issuance of the Series 2023 Bonds, any moneys remaining in the Series 2023 Costs of Issuance Account in excess of the amounts requested to be disbursed by the Issuer shall be deposited into the Series 2023 Interest Account. Any deficiency in the amount allocated to pay the cost of issuing the Series 2023 Bonds shall be paid from excess Series 2023 Pledged Revenues on deposit in the Series 2023 Revenue Account in accordance with Section 4.02 SEVENTH. When there are no further moneys therein, the Series 2023 Costs of Issuance Account shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the “Series 2023 Revenue Account.” The Series 2023 Special Assessments (except for Prepayments of Series 2023 Special Assessments which Prepayments of the Series 2023 Special Assessments shall be identified as such by the Issuer to the Trustee and deposited in the Series 2023 Prepayment Subaccount) shall be deposited by the Trustee into the Series 2023 Revenue Account which shall be applied as set forth in Section 6.03 of the Master Indenture and Section 4.02 of this Third Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2023 Principal Account.” Moneys shall be deposited into the Series 2023 Principal Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Third Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish two (2) separate Accounts within the Debt Service Fund designated as the “Series 2023 Interest Account” and the “Series 2023 Capitalized Interest Account.” Moneys deposited into the Series 2023 Interest Account and Series 2023 Capitalized Interest Account pursuant to Section 6.04 of the Master Indenture and Sections 2.06 and 4.02 of this Third Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish another separate Account within the Debt Service Fund designated as the “Series 2023 Sinking Fund Account.” Moneys shall be deposited into the Series 2023 Sinking Fund Account as provided in Section 6.04 of the Master Indenture and Section 4.02 of this Third Supplemental Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Third Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Reserve Fund designated as the “Series 2023 Reserve Account.” Proceeds of the Series 2023 Bonds shall be deposited into the Series 2023 Reserve Account in the amount set forth in Section 2.06 of this Third Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2023 Reserve Account shall be

applied for the purposes provided therein and in this Section 4.01(f) of this Third Supplemental Indenture.

On each March 15 and September 15 (or, if such date is not a Business Day, on the next succeeding Business Day), the Trustee shall determine the amount on deposit in the Series 2023 Reserve Account and transfer any excess therein above the applicable Reserve Requirement for the Series 2023 Bonds caused by investment earnings to the Series 2023 Acquisition and Construction Subaccounts Pro-Rata until the Completion Date and thereafter to the Series 2023 Revenue Account.

Notwithstanding any of the foregoing, amounts on deposit in the Series 2023 Reserve Account shall be transferred by the Trustee, in the amounts directed in writing by the Majority Holders of the Series 2023 Bonds to the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account, if as a result of the application of Article X of the Master Indenture, the proceeds received from lands sold subject to the Series 2023 Special Assessments and applied to redeem a portion of the Series 2023 Bonds is less than the principal amount of Series 2023 Bonds indebtedness attributable to such lands.

Subject to the provisions of Section 4.05 hereof, on any date the Issuer or the District Manager, on behalf of the Issuer, receives notice that a landowner wishes to prepay its Series 2023 Special Assessments relating to the benefited property of such landowner within Assessment Area Two within the District, or as a result of a mandatory true-up payment, the Issuer shall, or cause the District Manager, on behalf of the Issuer, to calculate the principal amount of such Prepayment taking into account a credit against the amount of the Series 2023 Prepayment Principal due by the amount of money in the Series 2023 Reserve Account that will be in excess of the applicable Reserve Requirement, taking into account the proposed Prepayment. Such excess in the Series 2023 Reserve Account shall be transferred by the Trustee to the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account, as a result of such Prepayment. The District Manager, on behalf of the Issuer, shall make such calculation within ten (10) Business Days after receiving notice of such Prepayment and shall instruct the Trustee in writing to transfer such amount of credit given to the landowner from the Series 2023 Reserve Account to the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account to be used for the extraordinary mandatory redemption of the Series 2023 Bonds in accordance with Section 3.01(b)(i) hereof. The Trustee is authorized to make such transfers and has no duty to verify such calculations. Notwithstanding the foregoing, upon satisfaction of the Release Conditions, the Trustee shall deposit such excess on deposit in the Series 2023 Reserve Account to the Series 2023 Acquisition and Construction Subaccounts Pro-Rata and pay such amount deposited in the Series 2023 Acquisition and Construction Subaccounts to the Person or Persons designated in a requisition in the form attached hereto as Exhibit "C" to the Issuer submitted by the Developer within thirty (30) days of such transfer which requisition shall be executed by the Issuer and the Consulting Engineer. Such payment is authorized notwithstanding that the Completion Date might have been declared provided the Developer can establish, to the satisfaction of the Consulting Engineer, Costs of the Assessment Area Two Project that were not paid from moneys initially deposited in the Series 2023 Acquisition and Construction Subaccounts. In the event that there are no unreimbursed Costs to pay to the Landowner, such excess moneys transferred from the Series 2023 Reserve Account to the Series 2023 Acquisition and Construction Subaccounts shall

be deposited into the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account upon direction to the Trustee by the District.

In addition, upon satisfaction of the Release Conditions as evidenced by a written certificate of the District Manager delivered to the Issuer and the Trustee, stating that the Release Conditions have been satisfied and setting forth the amount of the new Series 2023 Reserve Requirement, the Trustee shall without further direction reduce the Series 2023 Reserve Requirement to fifty percent (50%) of the maximum annual debt service of the then Outstanding principal amount of the Series 2023 Bonds as calculated by the District Manager. The excess amount in the Series 2023 Reserve Account shall be transferred to the Series 2023 Acquisition and Construction Subaccounts Pro-Rata, as provided hereinabove. The Trustee may conclusively rely on such written certificate of the District Manager.

In addition, in the event of an extraordinary mandatory redemption pursuant to Section 3.01(b)(iii), the Issuer, or the District Manager, on behalf of the Issuer, shall calculate the Reserve Requirement and communicate the same to the Trustee and the Trustee shall apply any excess in the Series 2023 Reserve Account toward such extraordinary mandatory redemption.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Account within the Bond Redemption Fund designated as the “Series 2023 Bond Redemption Account” and within such Account, a “Series 2023 General Redemption Subaccount,” a “Series 2023 Optional Redemption Subaccount,” and a “Series 2023 Prepayment Subaccount.” Except as otherwise provided in this Third Supplemental Indenture regarding Prepayments or in connection with the optional redemption of the Series 2023 Bonds, moneys to be deposited into the Series 2023 Bond Redemption Account as provided in Section 6.06 of the Master Indenture, shall be deposited to the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account.

(h) Moneys that are deposited into the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account (including all earnings on investments held therein) shall be used to call Series 2023 Bonds for the extraordinary mandatory redemption in whole, pursuant to Section 3.01(b)(ii) hereof or in part pursuant to Section 3.01(b)(iii) hereof.

(i) Moneys in the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account (including all earnings on investments held in such Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2023 Bonds equal to the amount of money transferred to the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account for the purpose of such extraordinary mandatory redemption on the dates and at the price provided in such Section 3.01(b)(i) hereof.

(j) The Issuer hereby directs the Trustee to establish a Series 2023 Rebate Fund designated as the “Series 2023 Rebate Fund.” Moneys shall be deposited into the Series 2023 Rebate Fund, as provided in the Arbitrage Certificate and applied for the purposes provided therein.

(k) Moneys on deposit in the Series 2023 Optional Redemption Subaccount shall be used to optionally redeem all or a portion of the Series 2023 Bonds pursuant to Section 3.01(a) hereof.

**SECTION 4.02.** Series 2023 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2023 Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, upon receipt but no later than the Business Day next preceding each May 1 commencing May 1, 2024, to the Series 2023 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2023 Bonds becoming due on the next succeeding May 1, less any amounts on deposit in the Series 2023 Capitalized Interest Account or the Series 2023 Interest Account not previously credited;

SECOND, upon receipt but no later than the Business Day next preceding each November 1 commencing November 1, 2024, to the Series 2023 Interest Account of the Debt Service Fund, an amount equal to the interest on the Series 2023 Bonds becoming due on the next succeeding November 1, less any amount on deposit in the Series 2023 Capitalized Interest Account or the Series 2023 Interest Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, commencing May 1, 2025, to the Series 2023 Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Series 2023 Bonds subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2023 Sinking Fund Account not previously credited;

FOURTH, no later than the Business Day next preceding the May 1, which is a principal payment date for any Series 2023 Bonds, to the Series 2023 Principal Account of the Debt Service Fund, an amount equal to the principal amount of Series 2023 Bonds Outstanding maturing on such May 1, less any amounts on deposit in the Series 2023 Principal Account not previously credited;

FIFTH, notwithstanding the foregoing, at any time the Series 2023 Bonds are subject to redemption on a date which is not an Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2023 Interest Account, the amount necessary to pay interest on the Series 2023 Bonds subject to redemption on such date;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2023 Bonds remain Outstanding, to the Series 2023 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the applicable Reserve Requirement for the Series 2023 Bonds; and

SEVENTH, subject to the foregoing paragraphs, the balance of any moneys remaining after making the foregoing deposits shall be first deposited into the Series 2023 Costs of Issuance Account to cover any deficiencies in the amount allocated to pay the cost of issuing the Series 2023 Bonds and next, any balance in the Series 2023 Revenue Account shall remain on deposit in such Series 2023 Revenue Account, unless pursuant to the

Arbitrage Certificate, it is necessary to make a deposit into the Series 2023 Rebate Fund, in which case, the Issuer shall direct the Trustee to make such deposit thereto.

Notwithstanding that the Issuer has funded the Series 2023 Capitalized Interest Account to pay interest on the Series 2023 Bonds through at least May 1, 2024, moneys on deposit in the Series 2023 Capitalized Interest Account, including all investment earnings thereon, shall remain on deposit in such Account and be used by the Trustee to pay interest on the Series 2023 Bonds on any subsequent Interest Payment Date if moneys remain after May 1, 2024. When such Account has been depleted of all funds, the Trustee shall be authorized to close such Account.

**SECTION 4.03.**     Power to Issue Series 2023 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2023 Bonds, to execute and deliver the 2023 Indenture and to pledge the Series 2023 Pledged Revenues for the benefit of the Series 2023 Bonds to the extent set forth herein. The Series 2023 Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2023 Bonds. The Series 2023 Bonds and the provisions of the 2023 Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the 2023 Indenture and all the rights of the Owners of the Series 2023 Bonds under the 2023 Indenture against all claims and demands of all persons whomsoever.

**SECTION 4.04.**     2023 Project to Conform to Consulting Engineers Report. Upon the issuance of the Series 2023 Bonds, the Issuer will promptly proceed to construct or acquire the 2023 Project, as described in Exhibit A hereto and in the Consulting Engineer's Report relating thereto.

**SECTION 4.05.**     Prepayments; Removal of Series 2023 Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2023 Special Assessments may, at its option, or as a result of acceleration of the Series 2023 Special Assessments because of non-payment thereof or as a result of true-up payment, shall require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2023 Special Assessments by paying or causing there to be paid, to the Issuer all or a portion of the Series 2023 Special Assessment, which shall constitute Series 2023 Prepayment Principal, plus accrued interest to the next succeeding Interest Payment Date (or the next succeeding Interest Payment Date if such Prepayment is made within forty-five (45) calendar days before a Quarterly Redemption Date being a March 15, June 15, September 15 or December 15), attributable to the property subject to the Series 2023 Special Assessment owned by such owner. In connection with such Prepayments, in the event the amount in the Series 2023 Reserve Account will exceed the applicable Reserve Requirement as a result of a Prepayment in accordance with this Section 4.05(a) and the resulting redemption of the Series 2023 Bonds in accordance with Section 3.01(b)(i) of this Third Supplemental Indenture, the excess amount shall be transferred from the Series 2023 Reserve Account to the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account as a credit against the Series 2023 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions to the Trustee of the District Manager upon which the Trustee may conclusively rely, on behalf of the Issuer, together with a certification stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2023 Reserve Account to equal or exceed the then Reserve Requirement for the Series

2023 Bonds and which certificate of the District Manager will further state that, after giving effect to the proposed redemption of Series 2023 Bonds, there will be sufficient Assessment Area One Pledged Revenues to pay the principal and interest, when due, on all Series 2023 Bonds that will remain Outstanding.

(b) Upon receipt of Series 2023 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Series 2023 Special Assessment has been paid in whole or in part and that such Series 2023 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be.

(c) The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Series 2023 Prepayment Principal. The Trustee shall calculate the amount available for extraordinary mandatory redemption of the Series 2023 Bonds pursuant to Section 3.01(b)(i) hereof forty-five (45) days before each Quarterly Redemption Date being a March 15, June 15, September 15, or December 15 and will withdraw money from the Series 2023 Reserve Account as a credit against the amount of Prepayment that is owed in an amount as directed by the Issuer or the District Manager on behalf of the Issuer in accordance with Section 4.01(f) hereof and Section 4.05(a)(a) hereof. No credit shall be given if as a result the Reserve Requirement shall be less than is required after taking into account the proposed extraordinary mandatory redemption pursuant to Section 3.01(b)(i) hereof. At any time such Prepayment is not in an integral multiple of \$5,000, the Trustee shall withdraw moneys from the Series 2023 Revenue Account to round-up to an integral multiple of \$5,000 and deposit such amount into the Series 2023 Prepayment Subaccount. Notwithstanding the foregoing, the Trustee shall not be authorized to withdraw any moneys from the Series 2023 Revenue Account unless all of the deposits required under Section 4.02 hereof have or can be made to the next succeeding Interest Payment Date.

If any landowner shall prepay the Series 2023 Special Assessments without interest as permitted by Section 170.09, Florida Statutes, the Trustee is authorized, pursuant to written direction from the Issuer or from the written direction from the District Manager on behalf of the Issuer, to first withdraw any available money from the Series 2023 Revenue Account and next from the Series 2023 Reserve Account if moneys are not available in the Series 2023 Revenue Account, in either case in the amount of such interest which would otherwise be owed in connection with such Prepayment.

[END OF ARTICLE IV]

## **ARTICLE V**

### **COVENANTS AND DESIGNATIONS OF THE ISSUER**

**SECTION 5.01.**     Collection of Series 2023 Special Assessments. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall collect the Series 2023 Special Assessments relating to the acquisition and construction of the 2023 Project through the Uniform Method of Collection (the “Uniform Method”) afforded by Chapter 197, Florida Statutes except as set forth herein. Pursuant to the terms and provisions of the Master Indenture, the Issuer shall, pursuant to the provisions of the Assessment Resolutions, directly collect the Series 2023 Special Assessments levied in lieu of the Uniform Method with respect to any assessable lands which have not yet been platted, unless the Trustee at the direction of the Majority Holders directs the Issuer otherwise or the timing for using the Uniform Method will not yet allow for using such method. In addition, and not in limitation of, the covenants contained elsewhere in this Third Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2023 Special Assessments, and to levy the Series 2023 Special Assessments in such manner as will generate funds sufficient to pay debt service on the Series 2023 Bonds when due. All Series 2023 Special Assessments that are collected directly by the Issuer shall be due and payable by the landowner not later than thirty (30) days prior to each Interest Payment Date.

**SECTION 5.02.**     Continuing Disclosure. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement applicable to it; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but shall instead be enforceable by mandamus or any other means of specific performance.

**SECTION 5.03.**     Investment of Funds, Accounts and Subaccounts. The provisions of Section 7.02 of the Master Indenture shall apply to the investment and reinvestment of moneys in the Series 2023 Accounts and subaccounts therein created hereunder and Funds relating thereto.

**SECTION 5.04.**     Additional Obligations. The Issuer covenants not to issue any other Bonds or other debt obligation secured by the Series 2023 Special Assessments levied against any assessable lands within Assessment Area Two within the District that are securing the Series 2023 Bonds. Unless all the Series 2023 Special Assessments have been Fully Absorbed, the Issuer further covenants not to issue any other Bonds or debt obligations secured by any other Special Assessments or other non ad valorem assessments levied on lands within Assessment Area Two. Such covenants of the Issuer will not prevent the Issuer from issuing refunding bonds or preclude the Issuer from imposing Special Assessments or other non ad valorem assessments on any lands within Assessment Area Two within the District that are securing the Series 2023 Bonds in connection with capital projects that are necessary for health, safety or welfare reasons or to remediate any natural disaster.

Notwithstanding any provision in the 2023 Indenture to the contrary, the Issuer may issue other Bonds or debt obligations secured by Special Assessments on lands that are subject to the Series 2023 Special Assessments other than the Series 2023 Special Assessments, at any time upon the written consent of the Majority Holders.

The Issuer and the Trustee may rely on a written certificate from the District Manager regarding the status of the Series 2023 Special Assessments.

**SECTION 5.05.**     Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires more than fifty percent (50%) of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Holders.

**SECTION 5.06.**     Acknowledgement Regarding Series 2023 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Series 2023 Bonds, the Series 2023 Bonds are payable solely from the Series 2023 Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2023 Bonds, (i) the Series 2023 Pledged Revenues include, without limitation, all amounts on deposit in the Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Series 2023 Pledged Revenues may not be used by the Issuer (whether to pay costs of the 2023 Project or otherwise) without the consent of the Majority Holders, and (iii) the Series 2023 Pledged Revenues may be used by the Trustee, at the direction or with the approval of the Majority Holders, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. Prior to any action by the Trustee under this Section 5.06 or Section 10.05 of the Master Indenture, the Majority Holders shall provide the Issuer and the Trustee an indemnification regarding such actions so directed. The Issuer also acknowledges and agrees that from and after an Event of Default, the Trustee is authorized to exercise the Issuer's rights under the Collateral Assignment at the direction of the Majority Holders but without the consent or approval of the Issuer and the Issuer covenants not to enter into any contract regarding the 2023 Project from and after the occurrence of an Event of Default without the written direction of the Majority Holders.

**SECTION 5.07.**     Application of Section 9.31 of Master Indenture. With respect to the Series 2023 Bonds, the covenants of Section 9.31 of the Master Indenture shall not require the Issuer to impose additional assessments, taxes, or other similar amounts, the imposition of which would require an action of the governing body of the Issuer.

[END OF ARTICLE V]

**ARTICLE VI**  
**THE TRUSTEE; THE PAYING AGENT AND REGISTRAR**

**SECTION 6.01.**     Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created and agrees to perform such trusts upon the terms and conditions set forth in the 2023 Indenture. The Trustee agrees to act as Paying Agent and Registrar for the Series 2023 Bonds.

**SECTION 6.02.**     Trustee's Duties. The Trustee shall not be responsible in any manner for the due execution of this Third Supplemental Indenture by the Issuer or for the recitals contained herein (except for the certificate of authentication on the Series 2023 Bonds), all of which are made solely by the Issuer. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlement inuring to the Trustee under the Master Indenture.

[END OF ARTICLE VI]

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

**SECTION 7.01.**     Interpretation of Third Supplemental Indenture.     This Third Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2023 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Third Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and this Third Supplemental Indenture shall be read and construed as one document.

**SECTION 7.02.**     Amendments.     Any amendments to this Third Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

**SECTION 7.03.**     Counterparts.     This Third Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

**SECTION 7.04.**     Appendices and Exhibits.     Any and all schedules, appendices or exhibits referred to in and attached to this Third Supplemental Indenture are hereby incorporated herein and made a part of this Third Supplemental Indenture for all purposes.

**SECTION 7.05.**     Payment Dates.     In any case in which an Interest Payment Date or the maturity date of the Series 2023 Bonds or the date fixed for the redemption of any Series 2023 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

**SECTION 7.06.**     No Rights Conferred on Others.     Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2023 Bonds.

**SECTION 7.07.**     Patriot Act Requirements of the Trustee.     To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

**SECTION 7.08.**     Counterparts and Electronically Signed and/or Transmitted Signatures.     This Third Supplemental Indenture may be executed in counterparts, and all counterparts together shall be construed as one document. Executed counterparts of this Third Supplemental Indenture with signatures sent by electronic mail (i.e., in PDF format) or signed electronically via DocuSign or other electronic means may be used in the place of original signatures on this Third Supplemental Indenture. The parties intend to be bound by the signatures

of the electronically mailed or signed signatures and the delivery of the same shall be effective as delivery of an original executed counterpart of this Third Supplemental Indenture. The parties to this Third Supplemental Indenture hereby waive any defenses to the enforcement of the terms of this Third Supplemental Indenture based on the form of the signature, and hereby agree that such electronically mailed or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Third Supplemental Indenture.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Summit View Community Development District has caused this Third Supplemental Trust Indenture to be executed by the Chairperson or Vice Chairperson of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by the Assistant Secretary of its Board of Supervisors and Regions Bank has caused this Third Supplemental Trust Indenture to be executed by one of its authorized signatories, all as of the day and year first above written.

SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT

[SEAL]

Attest:

By: \_\_\_\_\_  
Name: Matthew E. Huber  
Title: Assistant Secretary  
Board of Supervisors

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson/Vice Chairperson  
Board of Supervisors

REGIONS BANK, as Trustee, Paying Agent  
and Registrar

By: \_\_\_\_\_  
Name: Janet Ricardo  
Title: Vice President and Trust Officer

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF PASCO                    )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of December, 2023, by \_\_\_\_\_, Chairperson/Vice Chairperson of Summit View Community Development District (the “Issuer”), who acknowledged that he/she did so sign the foregoing instrument as such officer, for and on behalf of said Issuer; that the same is his/her free act and deed as such officer, and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he/she appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He/She is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of December, 2023, by Matthew E. Huber, Assistant Secretary of Summit View Community Development District (the “Issuer”), who acknowledged that he did so sign the foregoing instrument as such officer, for and on behalf of said Issuer; that the same is his free act and deed as such officer and the free act and deed of said Issuer; and that the seal affixed to said instrument is the seal of said Issuer; that he appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, sealed with the seal of said Issuer, for the uses and purposes therein set forth. He is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 NOTARY PUBLIC, STATE OF \_\_\_\_\_  
 My commission expires \_\_\_\_\_

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF DUVAL                 )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of December, 2023, by Janet Ricardo, a Vice President and Trust Officer of Regions Bank, as trustee (the “Trustee”), who acknowledged that she did so sign said instrument as such officer for and on behalf of the Trustee; that the same is her free act and deed as such officer and the free act and deed of the Trustee; that she appeared before me on this day in person and acknowledged that she, being thereunto duly authorized, signed, for the uses and purposes therein set forth. She is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF 2023 PROJECT**

The 2023 Project includes, but is not limited to, the following improvements, as described in the *Amended and Restated Master Engineer's Report for the Summit View Community Development District*, dated June 2, 2021, and in the *2023 Supplemental Report for the Summit View Community Development District*, dated October 17, 2023, as may be further amended and supplemented:

- Stormwater management and control facilities, including, but not limited to, related earthwork;
- Water and wastewater systems including connection charges;
- Onsite and offsite roadway improvements, including any road impact fees;
- Irrigation for public property;
- Differential cost of undergrounding of electric utilities;
- Recreational improvements, including walking trails;
- Hardscaping;
- Landscaping in public rights-of-way including, but not limited to, entrance features; and
- All related soft and incidental costs.

**EXHIBIT B**

[FORM OF SERIES 2023 BOND]

**RA1-1**

\$\_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
COUNTY OF PASCO  
CITY OF DADE CITY  
SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BOND, SERIES 2023  
(ASSESSMENT AREA TWO)**

Interest Rate

Maturity Date

Date of Original Issuance

CUSIP

86633A

Registered Owner:-----Cede & Co.-----

Principal Amount:--

KNOW ALL PERSONS BY THESE PRESENTS that the Summit View Community Development District (the “Issuer”), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2023 Bonds are in book-entry only form such presentation shall not be required) at the designated corporate trust office of Regions Bank, as paying agent (said Regions Bank and any successor paying agent being herein called the “Paying Agent”), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of twelve 30-day months), said principal payable on the Maturity Date stated above. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, located in Jacksonville, Florida, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1, commencing May 1, 2024 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as registrar (said Regions Bank and any successor registrar being herein called the “Registrar”) at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the “Record Date”). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to May 1, 2024, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by Regions Bank, as trustee (said Regions Bank and any successor trustee being herein called the

“Trustee”), notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the 2023 Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the 2023 Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE SERIES 2023 PLEDGED REVENUES PLEDGED THEREFOR UNDER THE 2023 INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, DADE CITY, FLORIDA (THE “CITY”), PASCO COUNTY, FLORIDA (THE “COUNTY”), THE STATE OF FLORIDA (THE “STATE”), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE 2023 INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SERIES 2023 SPECIAL ASSESSMENTS (AS DEFINED IN THE 2023 INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE CITY, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the 2023 Indenture until it shall have been authenticated by execution of the Trustee of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Summit View Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the “Act”) and Ordinance No. 2005-0894 of the City Commission of Dade City, Florida, enacted on June 28, 2005 and becoming effective on July 12, 2005, designated as “Summit View Community Development District Special Assessment Bonds, Series 2023 (Assessment Area Two)” (the “Bonds”), in the aggregate principal amount of \_\_\_\_\_ MILLION \_\_\_\_\_ THOUSAND AND 00/100 DOLLARS (\$\_\_\_\_\_.00) of like date, tenor and effect, except as to number, denomination, interest rate and maturity date. The Series 2023 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act, to pay the costs of constructing and/or acquiring a portion of the 2023 Project (as defined in the herein referred to Indenture). The Series 2023 Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the 2023 Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of July 1, 2021 (the “Master Indenture”), as supplemented by a Third Supplemental Trust Indenture dated as of December 1, 2023 (the “Third Supplemental Indenture” and together with the Master Indenture, the “2023 Indenture”), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida.

Reference is hereby made to the 2023 Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2023 Bonds issued under the 2023 Indenture, the operation and application of the Debt Service Fund, the Series 2023 Reserve

Account within the Debt Service Reserve Fund and other Funds, Accounts and subaccounts (each as defined in the 2023 Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2023 Bonds, the levy and the evidencing and certifying for collection, of the Series 2023 Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Series 2023 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the 2023 Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2023 Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holders of the Series 2023 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2023 Bonds.

The owner of this Bond shall have no right to enforce the provisions of the 2023 Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the 2023 Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the 2023 Indenture.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the 2023 Indenture, except for Series 2023 Special Assessments to be assessed and levied by the Issuer as set forth in the 2023 Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the 2023 Indenture.

This Bond is payable from and secured by Series 2023 Pledged Revenues, as such term is defined in the 2023 Indenture, all in the manner provided in the 2023 Indenture. The 2023 Indenture provides for the levy and the evidencing and certifying, of non ad valorem assessments in the form of Series 2023 Special Assessments to secure and pay the Bonds.

The Series 2023 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2023 Bonds shall be made on the dates specified below. Upon any redemption of Series 2023 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2023 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2023 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2023 Bonds in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

### Optional Redemption

The Series 2023 Bonds may, at the option of the Issuer, provided written notice hereof has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will accept less than forty-five (45) days' notice), be called for redemption prior to maturity as a whole or in part, at any time, on or after May 1, 20XX (less than all Series 2023 Bonds of a maturity to be selected by lot), at a Redemption Price equal to the principal amount of Series 2023 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2023 Optional Redemption Subaccount of the Series 2023 Bond Redemption Account. If such optional redemption shall be in part, the Issuer shall select such principal amount of Series 2023 Bonds to be optionally redeemed from each maturity so that debt service on the remaining Outstanding Series 2023 Bonds is substantially level.

### Mandatory Sinking Fund Redemption

The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2023 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2023 Indenture.

<u>Year</u>	<u>Mandatory Sinking Fund Redemption Amount</u>
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\*Maturity

The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2023 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2023 Indenture.

<b><u>Year</u></b>	<b><u>Mandatory Sinking Fund Redemption Amount</u></b>
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\*Maturity

The Series 2023 Bonds maturing on May 1, 20XX are subject to mandatory sinking fund redemption from moneys on deposit in the Series 2023 Sinking Fund Account on May 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption. Such principal amounts shall be reduced as specified by the Issuer by the principal amount of any Series 2023 Bonds redeemed pursuant to optional or extraordinary mandatory redemption as set forth herein or purchased and cancelled pursuant to the provisions of the 2023 Indenture.

<b><u>Year</u></b>	<b><u>Mandatory Sinking Fund Redemption Amount</u></b>
--------------------	--

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\*Maturity

**Extraordinary Mandatory Redemption in Whole or in Part**

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date.

(i) from Series 2023 Prepayment Principal deposited into the Series 2023 Prepayment Subaccount of the Series 2023 Bond Redemption Account (taking into account

the credit from the Series 2023 Reserve Account pursuant to Section 4.05 hereof) following the Prepayment in whole or in part of the Series 2023 Special Assessments on any assessable property within Assessment Area Two within the District in accordance with the provisions of Section 4.05 of this Third Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2023 Funds, Accounts and subaccounts in the Funds, Accounts and subaccounts (other than the Series 2023 Rebate Fund and the Series 2023 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2023 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the 2023 Indenture.

(iii) from any funds on deposit in the Series 2023 Acquisition and Construction Subaccounts not otherwise reserved to complete the 2023 Project or the condition precedent with respect to additional disbursements from the Series 2023 Phase 2A Subaccount has not been satisfied as described in Section 4.01(a) hereof and which have been transferred to the Series 2023 General Redemption Subaccount of the Series 2023 Bond Redemption Account.

Except as otherwise provided in the 2023 Indenture, if less than all of the Series 2023 Bonds subject to redemption shall be called for redemption, the particular such Bonds or portions of such Series 2023 Bonds to be redeemed shall be selected randomly by the Trustee, as provided in the 2023 Indenture.

Notice of each redemption of the Series 2023 Bonds is required to be mailed by the Trustee by first class mail, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each Registered Owner of the Series 2023 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Trustee or the Paying Agent, all as provided in the 2023 Indenture, the Series 2023 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2023 Bonds or such portions thereof on such date, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2023 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the 2023 Indenture and the Owners thereof shall have no rights in respect of such Series 2023 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Trustee or the Paying Agent. Further notice of redemption shall be given by the Trustee to certain registered securities depositories and information services as set forth in the 2023 Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Notwithstanding the foregoing, the Trustee is authorized to give conditional notice of redemption as provided in the Master Indenture.

The Owner of this Bond shall have no right to enforce the provisions of the 2023 Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the 2023 Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the 2023 Indenture.

Modifications or alterations of the 2023 Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the 2023 Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2023 Bond which remain unclaimed for three (3) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any of the Series 2023 Bonds becoming due at maturity or by call for redemption in the manner set forth in the 2023 Indenture, together with the interest accrued to the due date, the lien of such Series 2023 Bonds as to the trust estate with respect to the Series 2023 Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the 2023 Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

The Issuer shall keep books for the registration of the Series 2023 Bonds at the designated corporate trust office of the Registrar in Jacksonville, Florida. Subject to the restrictions contained in the 2023 Indenture, the Series 2023 Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Series 2023 Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Series 2023 Bond or Series 2023 Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the 2023 Indenture. Every Series 2023 Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2023 Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Series 2023 Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Series 2023 Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of and interest on such Series 2023 Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2023 Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Series 2023 Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Summit View Community Development District has caused this Bond to be signed by the manual signature of the Vice Chairperson of its Board of Supervisors and its seal to be imprinted hereon, and attested by the manual signature of the Assistant Secretary of its Board of Supervisors, all as of the date hereof.

SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Chairperson/Vice Chairperson  
Board of Supervisors

(SEAL)

Attest:

By: \_\_\_\_\_  
Assistant Secretary, Board of Supervisors

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Series 2023 Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: \_\_\_\_\_

REGIONS BANK, as Trustee

By: \_\_\_\_\_  
Vice President and Trust Officer

## STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Sixth Judicial Circuit of Florida, in and for Pasco County, Florida, rendered on the 21<sup>st</sup> day of September, 2005.

SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Chairperson/Vice Chairperson  
Board of Supervisors

(SEAL)

Attest:

By: \_\_\_\_\_  
Assistant Secretary, Board of Supervisors

## ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with rights of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

Under Uniform Transfer to Minors Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the above list.

## ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

---

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

---

**NOTICE:** Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

---

**NOTICE:** The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

---

Please insert social security or other identifying number of Assignee.

## EXHIBIT C

### FORMS OF REQUISITIONS

#### SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (ASSESSMENT AREA TWO)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Summit View Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the “Trustee”), dated as of July 1, 2021, as supplemented by that certain Third Supplemental Trust Indenture dated as of December 1, 2023 (collectively, the “2023 Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the 2023 Indenture):

- (A) Requisition Number:
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement:
- (D) Amount Payable:
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Subaccount from which disbursement to be made:

*[Series 2023 Phase 1B Acquisition and Construction Subaccount]*

*[Series 2023 Phase 2A Acquisition and Construction Subaccount]*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the *[Series 2023 Phase 1B Acquisition and Construction Subaccount]* *[Series 2023 Phase 2A Acquisition and Construction Subaccount]*;
3. each disbursement set forth above was incurred in connection with the Cost of the 2023 Project; and
4. Each disbursement represents a cost of the 2023 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Responsible Officer

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

**CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2023 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2023 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2023 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2023 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2023 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2023 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.

\_\_\_\_\_  
Consulting Engineer

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2023  
(ASSESSMENT AREA TWO)**

(Costs of Issuance)

The undersigned, a Responsible Officer of the Summit View Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the “Trustee”), dated as of July 1, 2021, as supplemented by that certain Third Supplemental Trust Indenture dated as of December 1, 2023 (collectively, the “2023 Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the 2023 Indenture):

- (A) Requisition Number:
- (B) Amount Payable:
- (C) Purpose for which paid or incurred: Costs of Issuance
- (D) Account from which disbursement to be made:

*Series 2023 Costs of Issuance Account of the Acquisition and Construction Fund*

The undersigned hereby certifies that:

1. this requisition is for Costs of Issuance payable from the Series 2023 Costs of Issuance Account that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Series 2023 Costs of Issuance Account;
3. each disbursement set forth above was incurred in connection with the issuance of the Series 2023 Bonds; and
4. each disbursement represents a cost of issuance which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

SUMMIT VIEW COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Responsible Officer

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

**EXHIBIT D**  
**FORM OF INVESTOR LETTER**

[Date]

Summit View Community Development District  
c/o Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614  
Attention: Matthew Huber

FMSbonds, Inc.  
20660 W. Dixie Highway  
North Miami Beach, FL 33180

Re:     \$ \_\_\_\_\_ Summit View Community Development District Special Assessment  
          Bonds, Series 2023 (Assessment Area Two)

Ladies and Gentlemen:

The undersigned is authorized to sign this letter [on behalf of Name of Non-Individual Investor], as the beneficial owner (the “Investor”) of \$ \_\_\_\_\_ of the above-referenced Bonds and CUSIP #] (herein, the “Investor Bonds”).

The undersigned acknowledges that the Bonds were issued for the purpose of providing a portion of the funds necessary to finance the acquisition and construction of certain public infrastructure described in the herein defined Offering Document (the “Issuer”). The undersigned further acknowledges that the Bonds, which include the Investor Bonds, are secured under that certain Master Trust Indenture, dated as of July 1, 2021 (the “Master Indenture”) and a Third Supplemental Trust Indenture dated as of December 1, 2023 (“Third Supplement” and, collectively with the Master Indenture, the “Indenture”), between the Issuer and Regions Bank, as trustee (the “Trustee”), which creates a security interest in the trust estate described therein (the “Security”) for the benefit of the Owners of the Bonds. In connection with the purchase of the Investor Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1.       The Investor has authority to purchase the Investor Bonds and to execute this letter, any other instruments and documents required to be executed by the Investor in connection with the purchase of the Investor Bonds.

2.       The Investor meets the criteria of an “accredited investor” as described in one or more of the categories derived from Rule 501(a) under Regulation D of the Securities Act of 1933, as amended (the “Securities Act”) summarized below, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations including those which are not rated or credit-enhanced, to be able to evaluate the risks and merits of the investment represented by the Bonds. Please check the appropriate box below to indicate the type of accredited investor:

☐ a bank, registered broker, dealer or investment adviser (or investment adviser exempt from registration under Section 203(l) or (m) within the meaning of the Investment Advisers Act of 1940), insurance company, registered investment company, business development company, small business investment company; or rural business investment company;

☐ an employee benefit plan, within the meaning of the Employee Retirement Income Security Act of 1974, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the employee benefit plan has total assets in excess of \$5 million;

☐ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust partnership, or limited liability company, not formed for the specific purpose of acquiring the Investor Bonds with assets exceeding \$5 million;

☐ a business in which all the equity owners are “accredited investors”;

☐ a natural person who has individual net worth, or joint net worth with the person’s spouse or spousal equivalent, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, except that mortgage indebtedness on the primary residence shall not be included as a liability;

☐ a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;

☐ a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Investor Bonds whose purchase is directed by a sophisticated person;

☐ an entity, of a type other than those set forth above, that owns investments in excess of \$5,000,000 and that was not formed for the specific purpose of acquiring the Investor Bonds;

☐ a natural person holding in good standing one or more professional certifications or designations or credentials from a designated accredited educational institution qualifying an individual for “accredited investor” status;

☐ a “family office” with at least \$5,000,000 in assets under management, that was not formed for the specific purpose of acquiring the Investor Bonds, and whose prospective investment is directed by a person capable of evaluating the merits and risks of the prospective investment; or

☐ a “family client” of a family office described in the prior bullet point whose prospective investment is directed by that family office.

3. The Investor has been supplied with an (electronic) copy of the Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2023 of the Issuer and relating to the Bonds (the “Offering Document”) and has reviewed the Offering Document and represents that such Offering Document has provided full and meaningful disclosure in order to make an informed decision to invest in the Investor Bonds.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the 2023 Indenture.

Very truly yours,

[Name], [Type of Entity]

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

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

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

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

Or

\_\_\_\_\_  
[Name], an Individual

688626386v10

## Tab 4

**PLACE HOLDER FOR  
RESOLUTION 2024-04**

## Tab 5

November 9, 2023

Summit View Community Development District  
c/o Rizzetta & Company  
3434 Colwell Avenue, Suite # 200  
Tampa, Florida 33614  
Attention: Mr. Matthew Huber

Re: Summit View CDD, Series 2023 Bonds

Dear Mr. Huber:

We are writing to provide you, as the Summit View 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 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)<sup>1</sup> (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest 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 a broker to deal fairly at all times with both municipal issuers and investors.

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<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

- The Underwriter's primary role is to purchase the Bonds 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 is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- 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 use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. 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. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract 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 contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction 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. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal,

accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

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 in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**

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

## Tab 6



Rizzetta & Company, Inc.  
Attn: Mr. Matt Huber  
12750 Citrus Park Lane Suite 115  
Tampa, Florida 33625

November 9, 2023

Via email: [mhuber@rizzetta.com](mailto:mhuber@rizzetta.com)

Re: Fee Agreement to Serve as Trustee, Paying Agent, and Registrar to  
Summit View Community Development District

Dear Mr. Huber:

Thank you for providing Regions Bank the opportunity to present the following fee schedule for trust services for Summit View Community Development District.

At Regions, we are committed to our trust and banking relationships and believe in quality customer service. Our Bond Administration team in Jacksonville, Florida is comprised of dedicated and knowledgeable individuals with over 100 years of combined corporate trust experience.

Regions has provided trust and agency services to clients for more than 80 years. We have demonstrated our commitment to the corporate trust product and have produced a record of accomplishment, expansion, and growth. Our staff will provide unparalleled service and attention. I will be the primary account officer for the issue, and have included my contact information below:

JANET RICARDO, CCTS  
VICE PRESIDENT  
904.565.7973  
10245 Centurion Parkway,  
Jacksonville, Florida 32256  
[janet.ricardo@regions.com](mailto:janet.ricardo@regions.com), F: 205.261.7971

I welcome the opportunity to discuss any of the information contained in this Agreement. Please do not hesitate to contact me if you should have any questions or concerns regarding this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Janet Ricardo", is written over a light blue horizontal line.

Janet Ricardo, CCTP  
Vice President



## Fee Schedule to Serve as Trustee, Paying Agent, and Registrar

### Summit View Community Development District Special Assessment Bonds

The following sets forth our fees and expenses:

- **Acceptance fee - \$1,600 (per Series)** payable at closing. This fee covers initial document review, all required account coding and set-up (account characteristics, statement recipients, etc.), as well as processing of closing transactions, including payment of costs of issuance.
- **Trustee Annual administration fee - \$3,500 (per Series)**, payable at closing and each anniversary date thereafter. This fee covers ongoing account administration, payment of project fund requisitions, processing debt service payments, monitoring and updating compliance items, etc.
- **Activity Fees**
- Receipts – Check/Wire/ACH \$ Waived
- Disbursement – Check/Wire/ACH \$ Waived
- Check Disbursement Delivered via Overnight FedEx (each) \$ 22.00
- Construction Draw Payment Fee – Per Requisition Processed \$ Waived
- Audit Confirms \$ Waived
- Reimbursement of legal expense **At Cost**
- If a Guaranteed Investment Contract (“GIC”), Forward Delivery Agreement, or other investment vehicle which requires a manual balancing process is used, an additional annual administrative fee will be imposed in the amount of **\$500 (Per Series)**.
- Any Publication Expense for Redemptions/Defeasance will be billed to the Issuer/District at cost.
- Reimbursement of travel and out-of-pocket expenses associated with closing the issue (**not to exceed \$1,000**) (per Series).

The acceptance fee, initial trustee annual administration fee, legal expenses, travel, out-of-pocket expenses and initial GIC additional annual administrative fee (if any) are payable at closing date. Thereafter, trustee annual administration fee, GIC additional annual administrative fee (if any), and any out-of-pocket expenses will be billed on the anniversary date of the closing date. Out-of-pocket expenses shall include, but are not limited to telephone tolls, stationary, travel and postage expenses.

Regions reserves the right to increase the annual administration fees if new laws or regulations require additional duties or periodically to offset increased costs.

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction, or not specifically covered elsewhere in this Fee Schedule will be determined by appraisal in amounts commensurate with the service to be provided. If counsel must be retained as a result of default or other extraordinary occurrence on behalf of the bondholders or Regions, counsel fees and expenses would be billed at cost.

Services not included in this Fee Schedule, but deemed necessary or desirable by the client, may be subject to additional charges based on a mutually agreed upon fee structure.

This Fee Schedule is subject in all respects to Regions' review and acceptance of the final financing documents which will govern our duties and responsibilities.

Please have an authorized individual sign in the space provided below and return a copy to the undersigned. If a signed copy of this agreement is not returned within 10 business days of receipt, your agreement and consent to the terms contained herein will be deemed given. If you should have any questions concerning this matter, please do not hesitate to contact me directly at 904-565-7973.

Regions Bank

Agreed and accepted.



Janet Ricardo, CCTS  
Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Tab 7**



Rizzetta & Company

# **Summit View Community Development District**

---

## **Proposal for Professional Landscape Inspection Services**

**October 19, 2023**

**Presented by: Rizzetta & Company, Inc.**

**3434 Colwell Avenue, Suite 200  
Tampa, FL 33614  
813.933.5571**

**[rizzetta.com](http://rizzetta.com)**

# ***Rizzetta & Co. Landscape Inspection Services***

## ***“COMMITTED TO PRESERVING AND ENHANCING THE COMMUNITY LANDSCAPE”***

One of the largest expenses in any planned community is landscape maintenance. Why not have a professional, experienced landscape manager ensuring it is thriving and beautifully framing the community as it was intended to be?

Our Landscape Inspection Services team includes a Landscape Designer, a former commercial landscape maintenance company account manager, and a prior owner of a multi-dimensional landscape service firm. Rizzetta & Co.'s Landscape Inspection Services team has a combined total of more than 100 years serving Florida community landscapes!

Each of our Landscape Specialists is Best Management Practices (BMP) certified in the state of Florida. Our team is committed to elevating the landscape maintenance in your community with detailed inspections, formal reporting, landscape planning, and effective vendor management strategies.

The first thing noticed in any community is its landscaping. It can convey a “Wow” factor to visitors, set a welcoming tone for residents, and help to increase home values within the community. Rizzetta & Co.'s Landscape Inspection Services team provides the expertise needed for a well-planned, well-maintained community landscape now and for the future.



Rizzetta & Company

## How we do it

**Community Asset Management Plan:** Upon request and following fee agreement, perform a complete inventory of the community landscape assets and provide an inventory report to the board.

**Landscape Design:** Landscape designer on staff available for landscape consultation, enhancements, and design upon request and following fee agreement.

**Landscape and Irrigation Specification Development:** Upon request and following fee agreement, develop a request for proposal (RFP) document to include a customized set of standards and specifications based on the community needs and budget. Conduct the bidding process, review, and prepare a bid tabulation document for the board. Assist the board with reviewing the bid tabulation and other pertinent information.

**Landscape Maintenance Inspections:** Perform grounds inspections, provide the board with an inspection report, notify maintenance contractor of deficiencies in service, and obtain proposals for landscape projects.

**Landscape Turnover Inspections:** Attend landscape turnover meeting and participate in the inspection on behalf of the board. Follow up report provided.

**Master Task Project Plan for Mature Communities:** Upon request and following fee agreement, develop a project plan specific to landscape replacement and enhancement for the common areas. Emphasis is on maturing landscape in the community and budgeting accordingly.



Sample Report



Rizzetta & Company

## Scope of Services

Rizzetta & Co. is pleased to provide this proposal for professional Landscape Inspection Services. These services will be provided on a recurring basis, with a detailed description provided below.

### **Field Services Management:**

- Perform one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape and irrigation maintenance contracts.
- Provide the District with one (1) monthly landscape inspection report, which shall be included in the District's agenda package and may contain, among other things, recommended action items.
- Upon request of the District, attend up to six (6) District meetings in person or electronically, per fiscal year, to review landscape maintenance inspection report or discuss other landscape-related issues.
- Notify landscape maintenance contractors of deficiencies in service or the need for additional care.
- Monitor the progress of landscape maintenance contractors in accordance with scope of work provided in maintenance contracts with the District.
- Upon request, provide input, for preparation of the District's annual budget.
- Upon request, and following fee agreement, prepare and develop a scope of services for landscape & irrigation maintenance proposals and oversee entire bidding process.
- Obtain additional competitive landscape maintenance proposals for incidental work as requested by the District and provide them to the District Manager.



Rizzetta & Company

## ***Our Professional Landscape Inspection Services Fee***

Based on the Scope of Services, Rizzetta & Co. proposes the following Landscape Inspection Services fee:

☐ **Option 1. – Scope of Services as presented (service fee will be billed monthly):**

- \$700/mt. - \$8400.00/yr.

☐ **Option 2. – Scope of Services as amended (service fee will be billed bi-monthly):**

- Perform one (1) bi-monthly (every other month) landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts.
- Provide the District with one (1) bi-monthly (every other month) landscape maintenance inspection report which shall be provided in the District's agenda package and include, among other things, recommended action items.
- Attend three (3) District meetings in person or electronically, per fiscal year, to review Field Inspection Report and/or to discuss other landscape-related items.

\$800.00 bi-monthly - \$4800.00/yr.

**Submitted**

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

Lucianno Mastrionni, Vice President,  
Business Strategy and Development

Rizzetta & Co., Inc.

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

**Accepted**

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

Print: \_\_\_\_\_

For: Summit View Community Development District

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



Rizzetta & Company

## **Tab 8**

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.

SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Summit View Community Development District was held on **Friday, October 20, 2023, at 10:30 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum were:

Dr. Weiland	<b>Board Supervisor, Chairman</b>
Natalie Feldman	<b>Board Supervisor, Vice Chairman</b>
Pete Williams	<b>Board Supervisor, Assistant Secretary</b>
Lee Thompson	<b>Board Supervisor, Assistant Secretary</b>
Robert Tanker	<b>Board Supervisor, Assistant Secretary</b>
	<i>(via conference call)</i>

Also present were:

Matthew Huber	<b>Regional District Manager, Rizzetta &amp; Company</b>
Grace Kobiter	<b>District Counsel, KVV Law Group</b>
Ed Mazur	<b>District Engineer, Florida Land Design &amp; Permitting</b>
	<i>(via conference call)</i>
Audience	<b>None</b>

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Huber called the meeting to order and conducted roll call, confirming that a quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Huber advised for the record that no members of the public were present.

**SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT**

**October 20, 2023 - Minutes of Meeting**

**Page 2**

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board  
of Supervisors' Meeting held on July  
21, 2023**

On a Motion by Dr. Weiland seconded by Ms. Feldman, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on July 21, as presented, for Summit View Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for June,  
July, and August 2023**

On a Motion by Mr. Williams, seconded by Dr. Weiland, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for June 2023 (\$623.74), July 2023 (\$10,987.52), and August 2023 (\$28,993.33), for Summit View Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of Construction  
Requisitions #CR69**

On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors ratified Construction Requisitions #CR69, for Summit View Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-01,  
Extending Terms of Office**

On a Motion by Dr. Weiland, seconded by Mr. Williams, with all in favor, the Board of Supervisors adopted Resolution 2024-01, extending the terms of office for seats 1,2,& 3 to 2024 and seats 4 and 5 to 2026, for Summit View Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Addendum for LMP's  
Revised Contract**

A brief discussion was held regarding the revisions being made to the contract.

On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the Addendum to the LMP contract, as discussed, for Summit View Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Ratification of FEMA Addendum for  
LMP**

It was stated that the 2023-2024 FEMA guidelines are included.

On a Motion by Mr. Thompson, seconded by Mr. Williams, with all in favor, the Board of Supervisors ratified the FEMA Addendum for LMP subject to review by LMP, for Summit View Community Development District.

**NINTH ORDER OF BUSINESS**

**Ratification of Finance Agreement for Insurance Policy**

On a Motion by Mr. Williams, seconded by Dr. Weiland, with all in favor, the Board of Supervisors ratified the Finance Agreement of Insurance Policy, for Summit View Community Development District.

**TENTH ORDER OF BUSINESS**

**Discussion Regarding Bonds**

It was noted that FMS is getting ready to issue the bonds but is waiting for Dr. Weiland to review,

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-02, Amending Fiscal Year 2023/2024 Assessments**

Mr. Huber presented Resolution 2023/2024, noting the changes being made to the assessments.

On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors adopted Resolution 2024-02, amending the 2023/2024 assessments, for Summit View Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Proposal for Landscape Inspection Services**

No Board action was taken on this item. The Chairman requested more time to review the proposal.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

No report.

**B. District Engineer**

Mr. Mazur updated the Board on the status of the project. He stated that Phase 1A is completed but hung up, 1B has not been approved, and the permits from SWFWMD for phase 2A are expected within the next 2 weeks. He also stated that he is working on other items with Counsels.

**C. District Manager**

Mr. Huber reminded the Board that the next regular scheduled meeting is November 17, 2023, at 10:00 a.m.

A brief discussion was held regarding a proposal for landscape inspection services, with no Board action taken.

**1. Presentation of Audit for Fiscal Year Ending 9/30/22**

Mr. Williams asked that the statement regarding the pay application be updated should the ongoing discussions of the Chairman with Deeb be settled. He also asked that the statement regarding "there having been no settled claims within the past 3 years" be stricken from the report.

On a Motion by Mr. Williams, seconded by Mr. Thompson, with all in favor, the Board of Supervisors accepted the amended audit for fiscal year 2022, as discussed, and authorized its filing, for Summit View Community Development District.

**2. Presentation of 2<sup>nd</sup> Quarter Website Audit**

Mr. Huber presented the 2<sup>nd</sup> Quarter Website ADA Audit noting that there were no negative findings, and the District has remained in compliance

**FOURTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**

There were no audience members present to comment or Supervisor requests put forward.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Huber stated that if there was no further business to come before the Board, then a motion to adjourn the meeting would be in order.

On a Motion by Mr. Thompson, seconded by Mr. Williams, with all in favor, the Board of Supervisors adjourned the meeting at 10:57 a.m., for Summit View Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

## Tab 9

# SUMMIT VIEW COMMUNITY DEVELOPMENT DISTRICT

---

District Office · Tampa, Florida · (813) 994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## **Operation and Maintenance Expenditures September 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$1,404.41**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Summit View Community Development District

### Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	100051	211028683509 9/23	Electric Services 09/23	\$ 67.27
TECO	100051	211028763996 9/23	Electric Services 09/23	<u>\$ 1,337.14</u>
<b>Report Total</b>				<b><u>\$ 1,404.41</u></b>



SUMMIT VIEW CDD  
35073 RAMAPO MOUNTAIN BLVD  
DADE CITY, FL 33525

Statement Date: September 21, 2023

Amount Due: \$67.27

Due Date: October 12, 2023

Account #: 211028683509

## Account Summary

Current Service Period: August 16, 2023 - September 15, 2023

Previous Amount Due	\$57.77
Payment(s) Received Since Last Statement	-\$57.77
<b>Current Month's Charges</b>	<b>\$67.27</b>

**Amount Due by October 12, 2023 \$67.27**

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

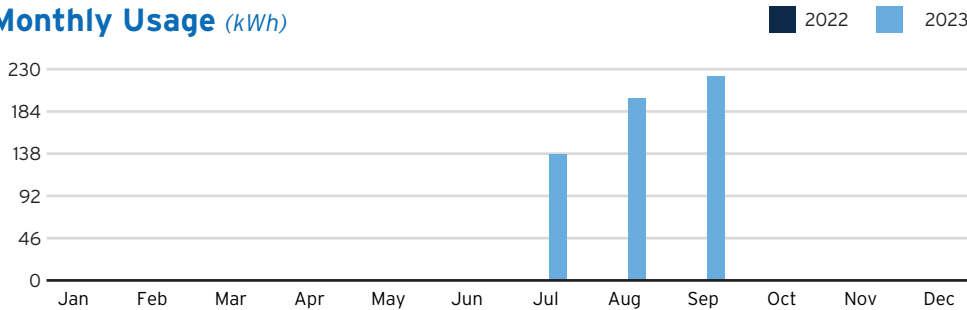


Your average daily kWh used was **0% higher** than it was in your previous period.



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[TampaElectric.com/BizSavingsTips](https://TampaElectric.com/BizSavingsTips)



To ensure prompt credit, please return stub portion of this bill with your payment.

Account #: 211028683509

Due Date: October 12, 2023



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Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](https://TampaElectric.com/Paperless) to enroll now.

Amount Due: \$67.27

Payment Amount: \$ \_\_\_\_\_

631630986270

SUMMIT VIEW CDD  
3434 COLWELL AVE, STE 200  
TAMPA, FL 33614-8390

Mail payment to:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

Make check payable to: TECO  
Please write your account number on the memo line of your check.

6316309862702110286835090000000067270



**Service For:**  
35073 RAMAPO MOUNTAIN BLVD  
DADE CITY, FL 33525

**Account #:** 211028683509  
**Statement Date:** September 21, 2023  
**Charges Due:** October 12, 2023

## Meter Read

**Service Period:** Aug 16, 2023 - Sep 15, 2023

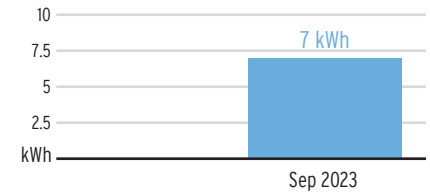
**Rate Schedule:** General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000809828	09/15/2023	1,772		1,550		222 kWh	1	31 Days

## Charge Details

<b>Electric Charges</b>		
Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	222 kWh @ \$0.07990/kWh	\$17.74
Fuel Charge	222 kWh @ \$0.05239/kWh	\$11.63
Storm Protection Charge	222 kWh @ \$0.00400/kWh	\$0.89
Clean Energy Transition Mechanism	222 kWh @ \$0.00427/kWh	\$0.95
Storm Surcharge	222 kWh @ \$0.01061/kWh	\$2.36
Florida Gross Receipt Tax		\$1.46
<b>Electric Service Cost</b>		<b>\$58.28</b>
Franchise Fee		\$3.82
Municipal Public Service Tax		\$5.17
<b>Total Electric Cost, Local Fees and Taxes</b>		<b>\$67.27</b>

## Avg kWh Used Per Day



## Important Messages

**Great News!** You're in control of when we communicate with you. Log into [TECOaccount.com/Notifications](https://TECOaccount.com/Notifications) to select when you want to receive our electronic account notifications.

**Total Current Month's Charges**

**\$67.27**

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## Ways To Pay Your Bill



### Bank Draft

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### In-Person

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### Mail A Check

**Payments:**  
TECO  
P.O. Box 31318  
Tampa, FL 33631-3318  
Mail your payment in the enclosed envelope.



### Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at [TECOaccount.com](https://TECOaccount.com). Convenience fee will be charged.



### Phone

Toll Free:  
**866-689-6469**

### All Other

**Correspondences:**  
Tampa Electric  
P.O. Box 111  
Tampa, FL 33601-0111

## Contact Us

### Online:

[TampaElectric.com](https://TampaElectric.com)

### Phone:

**Commercial Customer Care:**

866-832-6249

**Residential Customer Care:**

813-223-0800 (Hillsborough)

863-299-0800 (Polk County)

888-223-0800 (All Other Counties)

**Hearing Impaired/TTY:**

7-1-1

**Power Outage:**

877-588-1010

**Energy-Saving Programs:**

813-275-3909

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SUMMIT VIEW COMMUNITY DEVELOPMENT  
13350 HAPPY HILL RD PH 2B  
DADE CITY, FL 34685

Statement Date: September 15, 2023

Amount Due: **\$1,337.14**

Due Date: October 06, 2023

Account #: 211028763996

## Account Summary

Current Service Period: August 10, 2023 - September 11, 2023

Previous Amount Due	\$1,318.28
Payment(s) Received Since Last Statement	-\$1,318.28

Current Month's Charges	<b>\$1,337.14</b>
-------------------------	-------------------

**Amount Due by October 06, 2023** **\$1,337.14**

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



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Account #: 211028763996

Due Date: October 06, 2023



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Go Paperless, Go Green! Visit [TampaElectric.com/Paperless](https://TampaElectric.com/Paperless) to enroll now.

Amount Due: **\$1,337.14**

Payment Amount: \$ \_\_\_\_\_

641507490403

SUMMIT VIEW COMMUNITY DEVELOPMENT  
3434 COLWELL AVE, STE 200  
TAMPA, FL 33614-8390

Mail payment to:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

Make check payable to: TECO  
Please write your account number on the memo line of your check.

6415074904032110287639960000001337140



**Service For:**  
13350 HAPPY HILL RD PH 2B  
DADE CITY, FL 34685

**Account #:** 211028763996  
**Statement Date:** September 15, 2023  
**Charges Due:** October 06, 2023

**Service Period:** Aug 10, 2023 - Sep 11, 2023

**Rate Schedule:** Lighting Service

## Charge Details



### Electric Charges

#### Lighting Service Items LS-1 (Bright Choices) for 33 days

Lighting Energy Charge	646 kWh @ \$0.03511/kWh	\$22.68
Fixture & Maintenance Charge	34 Fixtures	\$554.88
Lighting Pole / Wire	34 Poles	\$712.64
Lighting Fuel Charge	646 kWh @ \$0.05169/kWh	\$33.39
Storm Protection Charge	646 kWh @ \$0.01466/kWh	\$9.47
Clean Energy Transition Mechanism	646 kWh @ \$0.00036/kWh	\$0.23
Storm Surcharge	646 kWh @ \$0.00326/kWh	\$2.11
Florida Gross Receipt Tax		\$1.74

**Lighting Charges** **\$1,337.14**

**Total Current Month's Charges**

**\$1,337.14**

## Important Messages

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**Payments:**  
TECO  
P.O. Box 31318  
Tampa, FL 33631-3318  
Mail your payment in the enclosed envelope.



### Credit or Debit Card

Pay by credit Card using KUBRA EZ-Pay at [TECOaccount.com](https://TECOaccount.com). Convenience fee will be charged.



### Phone

Toll Free:  
**866-689-6469**

### All Other

**Correspondences:**  
Tampa Electric  
P.O. Box 111  
Tampa, FL 33601-0111

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[TampaElectric.com](https://TampaElectric.com)

### Phone:

**Commercial Customer Care:**  
866-832-6249

### Residential Customer Care:

813-223-0800 (Hillsborough)  
863-299-0800 (Polk County)  
888-223-0800 (All Other Counties)

### Hearing Impaired/TTY:

7-1-1

### Power Outage:

877-588-1010

### Energy-Saving Programs:

813-275-3909

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## **Tab 10**



# Quarterly Compliance Audit Report

---

## Summit View

**Date:** October 2023 - 3rd Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

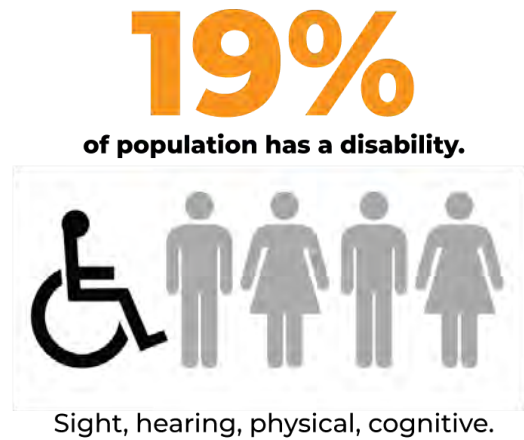
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

**Helpful articles:** <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

**Helpful article:** <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

**Helpful article:** <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## Other related requirements

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web