

*Tapestry Community
Development District*

Agenda

January 24, 2017

AGENDA

Tapestry

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

January 17, 2017

**Board of Supervisors
Tapestry Community
Development District**

Dear Board Members:

The meeting of the Board of Supervisors of **Tapestry Community Development District** will be held **Tuesday, January 24, 2017 at 12:30 PM at the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Administration of Oaths of Office to the Newly Elected Supervisors
 - B. Consideration of Resolution 2017-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Acceptance of Resignation of Fontane Nyariri and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2020
 - D. Election of Officers
 - E. Consideration of Resolution 2017-02 Electing Officers
4. Approval of Minutes of the July 15, 2016 Board of Supervisors Meeting and Acceptance of the Minutes of the July 15, 2016 Auditing Committee Meeting and November 1, 2016 Landowners' Meeting
5. Ratification of Series 2016 Requisitions #3 - #6
6. Matters Relating to Phase 1 Infrastructure Acquisition
 - A. Consideration of Acceptance of Phase 1 Stormwater Ponds, Lift Station and Utility Infrastructure from Mattamy Florida, LLC
 - B. Consideration of Conveyance of Phase 1 Utility Infrastructure to Toho Water Authority
 - C. Consideration of Acknowledgement of Acquisition of Certain Infrastructure Improvements and Acknowledgement of Assignment of Warranties
 - D. Consideration of Requisition #7 Relative to Acquisition of Phase 1 Stormwater Ponds and Utility Infrastructure
7. Consideration of Series 2016 Requisition #8
8. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2016
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement

10. Supervisor's Requests
11. Adjournment

The second order of business is the Public Comment where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is Organizational Matters. Section A is the administration of the Oaths of Office to the newly elected Supervisors. Section B is the consideration of Resolution 2017-01 canvassing and certifying the results of the landowners' election. A copy of the Resolution is enclosed for your review. Section C is the acceptance of resignation of Fontane Nyariri and appointment of individual to fulfill the Board vacancy with a term ending November 2020. Section D is the election of officers and Section E is the consideration of Resolution 2017-02 electing officers. A copy of the Resolution is enclosed for your review.

The fourth order of business is approval of minutes of the July 15, 2016 Board of Supervisors meeting and acceptance of the minutes of the July 15, 2016 Audit Committee meeting and November 1, 2016 landowners' meeting. The minutes are enclosed for your review.

The fifth order of business is the ratification of the Series 2016 Requisitions #3 - #6. Copies of the requisitions and supporting invoices are enclosed for your review.

The sixth order of business is Matters Relating to Phase 1 Infrastructure Acquisition. Section A includes the Special Warranty Deeds and Bills of Sale related to the Phase 1 infrastructure from Mattamy to the CDD for your review. There is no back-up material for Section B. Section C includes the acknowledgement of acquisition and of assignment of warranties for your review. Section D includes the Requisition #7 for your review.

The seventh order of business is the consideration of Series 2016 Requisition #8. A copy of the Requisition and supporting invoice are enclosed for your review.

The eighth order of business is the consideration of agreement with Grau & Associates to provide auditing services for the Fiscal Year 2016. A copy of the agreement is enclosed for your review.

Section C of the ninth order of business is the District Manager's Report. Section 1 is the approval of the check register and Section 2 includes the balance sheet and income statement for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. S. Flint", with a long horizontal flourish extending to the right.

George S. Flint
District Manager

CC: Jason Walters, District Counsel
Lindsay Whelan, District Counsel
Mark Vincuntonis, District Engineer
Darrin Mossing, GMS

Enclosures

SECTION III

B

RESOLUTION 2017-01

A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF THE TAPESTRY COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

WHEREAS, pursuant to Section 190.006(2), Florida Statute, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing three (3) supervisors for the District; and

WHEREAS, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners meeting was held on November 1, 2016, at which the below-recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors by means of this Resolution desire to canvas the votes and declare and certify the results of said election;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TAPESTRY COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as follows:

<u>Supervisor</u>	<u># of Votes</u>	<u>Terms</u>
<u>Andrew Abel</u>	<u>121</u>	4 Year Term
<u>Fontane Nyariri</u>	<u>121</u>	4 Year Term
<u>Thomas Franklin</u>	<u>120</u>	2 Year Term

2. The terms of office shall commence immediately upon the adoption of this Resolution:

Adopted this 24th day of January, 2017.

Secretary/ Assistant Secretary

Chairman/Vice Chairman



Mattamy Homes
Orlando Division

1400 Central Express Blvd, Suite 500, Orlando, FL 32801

T 407.540.2328

www.mattamyhomes.com

January 11, 2017
George Flint
Tapestry Community Development District
c/o Governmental Management Services
135 W. Central Blvd.
Suite 320
Orlando, FL 32801

George,

Please accept this letter as my resignation from the Board of Directors for the Tapestry Community Development District, effective immediately.

Please let me know if you require any further information or clarification.

Sincerely,

A handwritten signature in dark ink, appearing to read "Fn", written in a cursive style.

Fontane Nyariri

RESOLUTION 2017-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
ELECTING THE OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT:**

Section 1. _____ is elected Chairperson.

Section 2. _____ is elected Vice-Chairperson.

Section 3. _____ is elected Secretary.

Section 4. _____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.

Section 5. _____ is elected Treasurer.

Section 6. _____ is elected Assistant Treasurer.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 24th day of January, 2017.

ATTEST:

**TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

MINUTES

TAPESTRY
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Tapestry Community Development District was held Friday, July 15, 2016 at 10:33 a.m. in the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida.

Present and constituting a quorum were:

Tom McCarthy	Chairman
Keith Trace	Vice Chairman
Steven Kalberer	Assistant Secretary

Also present were:

Jason Showe	District Manager, Secretary
Lindsay Whelan	District Counsel by telephone
Jason Walters	Hopping Green & Sams by telephone
Mark Vincutonis	District Engineer
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the April 15, 2016 Meeting

On MOTION by Mr. McCarthy seconded by Mr. Kalberer with all in favor the minutes of the April 15, 2016 meeting were approved.

FOURTH ORDER OF BUSINESS

Acceptance of Audit Committee Recommendation and Selection of # 1 Ranked Firm to Provide Auditing Services for Fiscal Year 2016

Mr. Showe stated previous to this meeting we did have an Audit Committee meeting and the Audit Committee recommended Grau as the no. 1 ranked auditor.

On MOTION by Mr. McCarthy seconded by Mr. Trace with all in favor the recommendation of the Audit Committee ranking Grau & Associates no. 1 was accepted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2016-05 Ratifying the Series 2016 Bonds

Mr. Showe stated Resolution 2016-05 ratifies the actions taken in connection with the closing of the 2016 bonds.

On MOTION by Mr. McCarthy seconded by Mr. Kalberer with all in favor Resolution 2016-05 was approved.

SIXTH ORDER OF BUSINESS

Public Hearing

On MOTION by Mr. Trace seconded by Mr. McCarthy with all in favor the public hearing was opened.

A. Consideration of Resolution 2016-06 Adopting the Fiscal Year 2017 Budget and Relating to the Annual Appropriations

Mr. Showe stated the first item is consideration of Resolution 2016-06 that adopts the Fiscal Year 2017 budget. Exhibit A to the resolution is the budget. We provided mailed notices to all the property owners because this is the first time we are levying O&M assessments.

There being no public comment,

On MOTION by Mr. Trace seconded by Mr. McCarthy with all in favor Resolution 2016-06 was approved.

B. Consideration of Resolution 2016-07 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe stated the second part of the budget process is Resolution 2016-07. This is the mechanism that levies the assessments on the property and in this case there will be assessments placed on the tax bill for platted lots and the unplatted lots will be direct billed. We

handed out a revised resolution and section 3 lays out how we are going to direct bill, which is similar to what we did this year. Attached to the resolution will be the budget you just adopted and the tax roll.

There being no public comment,

On MOTION by Mr. McCarthy seconded by Mr. Kalberer with all in favor Resolution 2016-07 was approved.

On MOTION by Mr. Trace seconded by Mr. McCarthy with all in favor the public hearing was closed.

SEVENTH ORDER OF BUSINESS

Consideration of Fiscal Year 2017 Budget Deficit Funding Agreement

Mr. Showe stated the next item is consideration of a budget deficit funding agreement for Fiscal Year 2017. In the budget we contemplated what the District has and what we anticipate as expenses through Fiscal Year 2017, however, in the event there are other activities the District enters into the developer will fund those additional costs under this agreement.

Ms. Whelan stated this is the same form of agreement that we entered into last year that Developer's Counsel had previously reviewed and provided comments to us.

Mr. McCarthy asked are we going to end up doing one of these agreements each year? Is it ongoing because of the obligation of the bond?

Ms. Whelan stated the bonds funded construction, this relates to the operating expenses so it depends on the pace of construction.

On MOTION by Mr. McCarthy seconded by Mr. Kalberer with all in favor the Fiscal Year 2017 deficit funding agreement with Mattamy Florida, LLC was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Agreement with Osceola County Property Appraiser to Provide Non-Ad Valorem Assessment Administration Services

Mr. Showe stated the next item is an agreement with the Osceola County Property Appraiser to provide assessment roll services the District requires in order to levy those assessments.

On MOTION by Mr. McCarthy seconded by Mr. Kalberer with all in favor the agreement with the Osceola County Property Appraiser was approved.

NINTH ORDER OF BUSINESS

Consideration of Requisition #2

Mr. Showe stated the next item is consideration of requisition no. 2 for counsel services.

On MOTION by Mr. Trace seconded by Mr. Kalberer with all in favor requisition no. 2 in the amount of \$2,182.95 was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Manager

i. Approval of Check Register

Mr. Showe stated next is approval of the check register for checks 80 through 86 for \$13,399.94 and both Alan and I can answer any questions about the invoices.

On MOTION by Mr. Kalberer seconded by Mr. McCarthy with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

Mr. Showe stated the next item is the balance sheet and income statement. There is no action required by the Board.

iii. Presentation of Number of Registered Voters – 0

Mr. Showe stated we are required to announce every year the number of registered voters within the District and as of April 11, 2016 there are zero registered voters residing within the District.

iv. Designation of November 1, 2016 as Landowners' Meeting Date

Mr. Showe stated the Board had previously chosen November 8th to have the landowners' election and we looked at the statute and the first Tuesday is when you are required to do a landowners' election the first time so that is November 1st and we need a motion to designate that as the landowners' election date.

On MOTION by Mr. McCarthy seconded by Mr. Kalberer with all in favor November 1, 2016 was designated as the landowners' meeting date.

Mr. McCarthy stated this will not be a Board meeting on that date just the location where the election will be held.

Mr. Showe stated we will have it here and a representative from the landowner with a proxy will need to be here. It is not a Board meeting and you don't need a quorum for that.

Mr. McCarthy asked are ballots going out to homeowners?

Mr. Showe stated we make them available but generally we don't mail them out. We place an advertisement in the paper that let's folks know we are holding a landowners' election.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. McCarthy stated we are now starting to have residents inside the community so at a certain point we probably need to find a place a little closer to the project site in case residents want to attend the meetings. We don't need it next month but we need to think about that towards the end of the year. Starting next year Mattamy is doing the amenity center and expect it to be open in the March/April timeframe and we will probably be able to hold the meetings in that room at that point.

Mr. Showe stated we will look for a closer location until the amenity center is open.

On MOTION by Mr. McCarthy seconded by Mr. Kalberer with all in favor the meeting adjourned at 10:47 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

TAPESTRY
COMMUNITY DEVELOPMENT DISTRICT

The Tapestry Community Development District audit committee met Friday, July 15, 2016 at 10:30 a.m. in the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida.

Present were:

Tom McCarthy
Keith Trace
Steven Kalberer
Jason Showe
Lindsay Whelan by telephone
Jason Walters by telephone
Alan Scheerer
Mark Vincutonis

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the audit committee meeting to order.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the April 15, 2016 Meeting

On MOTION by Mr. Trace seconded by Mr. McCarthy with all in favor the minutes of the April 15, 2016 meeting were approved.
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FOURTH ORDER OF BUSINESS

**Tally of Audit Committee Members
Rankings and Selection of an Auditor**

Mr. Showe stated we presented you with proposals from four firms, Berger Toombs Elam Gaines and Frank, Carr Riggs & Ingram, Grau & Associates and McDirmit Davis.

Mr. McCarthy stated I came up with a ranking, Grau as one, Berger Toombs two, Carr Riggs three and McDirmit Davis four. They are all very good and very competitive.

Mr. Trace stated I had Grau, Berger Toombs, McDirmit and Carr Riggs and they were all really close.

On MOTION by Mr. Trace seconded by Mr. Kalberer with all in favor Grau & Associates was ranked no. 1.

On MOTION by Mr. Trace seconded by Mr. McCarthy with all in favor the meeting adjourned at 10:33 a.m.

TAPESTRY
COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING

The Tapestry Community Development District held a landowners' meeting Tuesday, November 1, 2016 at 10:30 a.m. at the offices of Hanson Walter & Associates, 8 Broadway Avenue, Site 104, Kissimmee, Florida.

Present were:

Keith Trace
Drew Abel
Derek Lovett
Darrin Mossing
Stacie Vanderbilt
Marcia Calleja
Mark Vincutonis
Alan Scheerer
Jason Walters by telephone

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Mr. Mossing stated Mattamy has 121 votes based on 120.8 acres.

SECOND ORDER OF BUSINESS

Call to Order

Mr. Mossing called the landowners' meeting to order.

THIRD ORDER OF BUSINESS

**Election of a Chairman for the Purpose of
Conducting the Landowners' Meeting**

Mr. Mossing stated if the landowner wants to elect me as Chairman I will continue with the agenda.

FOURTH ORDER OF BUSINESS

Nominations for the Position of Supervisor

Mr. Mossing stated three supervisors have been nominated, Andrew Abel, Fontane Nyariri and Thomas Franklin and there being no other nominations, the nominations were closed.

FIFTH ORDER OF BUSINESS

Casting of Ballots

SIXTH ORDER OF BUSINESS

Tabulation of Ballots

Mr. Mossing stated we have a completed official ballot that has been signed by the landowners' representative and it has 121 votes for Mr. Abel, 121 votes for Fontane Nyariri and 120 votes for Mr. Franklin. The two receiving the highest number of votes will serve four year terms of office and Mr. Franklin will serve a two-year term of office.

SEVENTH ORDER OF BUSINESS

Landowners Questions and Comments

There being none, the meeting adjourned at 10:33 a.m.

SECTION V

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Tapestry 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 April 1, 2016, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 3
- (B) Name of Payee: **Hopping, Green & Sams**
- (C) Amount Payable: **\$1,233.13**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Legal Counsel invoice #88569 related to May 2016 services on conveyances of utilities with Toho Water Authority and Developer Certificate of Status on Amenity conveyance.

- (E) Subaccount from which disbursement to be made: 2016 Project Account of the Acquisition and Construction Fund.

Series 2016 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2016 Project;
4. each disbursement represents a Cost of the 2016 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Responsible Officer

Date: _____

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2016 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

Mah Vunfon, P.E.
Consulting Engineer
8-1-16

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

✓
Requirements

===== STATEMENT =====

June 30, 2016

Tapestry Community Development District
c/o GMS, LLC
135 West Central Blvd.
Suite 320
Orlando, FL 32801

Bill Number 88569
Billed through 05/31/2016

RECEIVED
JUL 12 2016

Project Construction

TPSCDD 00103 JMW

BY: _____

FOR PROFESSIONAL SERVICES RENDERED

05/03/16	LCW	Review forms of Wells Fargo subordination of interests relative to utility conveyance and provide comments to same.	0.30 hrs
05/05/16	JMW	Review updated acquisition documents from TOHO; confer with Whelan; review acquisition checklist and progress.	0.90 hrs
05/05/16	LCW	Confer with Candes regarding impact of mortgage on utility conveyance; prepare partial release relative to Wells Fargo mortgage.	1.00 hrs
05/06/16	JMW	Attend conference call regarding utility acquisition and conveyance; review documents from Candes; confer with staff.	0.80 hrs
05/06/16	JEM	Review issues regarding conveyance of lift station tract to TWA.	0.30 hrs
05/06/16	LCW	Confer with staff regarding documents required by Toho for lift station easement.	1.10 hrs
05/10/16	LCW	Confer with staff regarding review of Mattamy documentation required by ALTA title commitment.	0.10 hrs
05/12/16	JEM	Review issues regarding grant of utility easement to TWA.	0.20 hrs
05/12/16	LCW	Confer with staff regarding sufficiency of developer Certificates of Status relative to amenity conveyance.	0.40 hrs
05/26/16	LCW	Confer with McCarthy regarding status of termination of notice of commencement.	0.20 hrs
Total fees for this matter			\$1,227.50

DISBURSEMENTS

Long Distance	0.06
Total disbursements for this matter	\$0.06

MATTER SUMMARY

Merritt, Jason E.	0.50 hrs	300 /hr	\$150.00
Walters, Jason M.	1.70 hrs	260 /hr	\$442.00
Whelan, Lindsay C.	3.10 hrs	205 /hr	\$635.50

TOTAL FEES	\$1,227.50
TOTAL DISBURSEMENTS	\$0.06
INTEREST CHARGE ON PAST DUE BALANCE	\$5.57

TOTAL CHARGES FOR THIS MATTER	\$1,233.13
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BILLING SUMMARY

Merritt, Jason E.	0.50 hrs	300 /hr	\$150.00
Walters, Jason M.	1.70 hrs	260 /hr	\$442.00
Whelan, Lindsay C.	3.10 hrs	205 /hr	\$635.50

TOTAL FEES	\$1,227.50
TOTAL DISBURSEMENTS	\$0.06
INTEREST CHARGE ON PAST DUE BALANCE	\$5.57

TOTAL CHARGES FOR THIS BILL	\$1,233.13
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Please include the bill number on your check.

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Tapestry 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 April 1, 2016, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 4
- (B) Name of Payee: **Hopping, Green & Sams**
- (C) Amount Payable: **\$1,409.50**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Legal Counsel invoice #89628 related to July 2016 services which included review of acquisition documents and developer reimburseable expenses.

- (E) Subaccount from which disbursement to be made: 2016 Project Account of the Acquisition and Construction Fund.

Series 2016 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2016 Project;
4. each disbursement represents a Cost of the 2016 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2016 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED

SEP 13 2016

BY: _____

===== STATEMENT =====

August 31, 2016

Tapestry Community Development District
c/o GMS, LLC
135 West Central Blvd.
Suite 320
Orlando, FL 32801

Bill Number 89628
Billed through 07/31/2016

Project Construction

TPSCDD 00103 JMW

FOR PROFESSIONAL SERVICES RENDERED

07/08/16	LCW	Confer with McCarthy regarding status of termination of notices of commencement relative to Phase 1 project.	0.20 hrs
07/11/16	LCW	Coordinate scheduling of conference call regarding district requisitions.	0.30 hrs
07/12/16	LCW	Review invoices to determine scope of reimbursement; attend conference call with staff regarding same.	1.10 hrs
07/13/16	JMW	Review documents related to acquisitions; conference call regarding same.	0.80 hrs
07/13/16	LCW	Confer with Vincutonis regarding review of project engineering invoices.	0.50 hrs
07/14/16	JMW	Research regarding curb and gutter acquisition issues; review acquisition documents and invoices; confer with Williams; confer with staff.	1.60 hrs
07/14/16	LCW	Confer with Williams regarding developer reimbursement for curb and gutter.	0.20 hrs
07/25/16	LCW	Review developer invoices to determine reimburseable expenses.	1.50 hrs
Total fees for this matter			\$1,403.00

DISBURSEMENTS

Conference Calls	6.50
Total disbursements for this matter	\$6.50

MATTER SUMMARY

Walters, Jason M.	2.40 hrs	260 /hr	\$624.00
Whelan, Lindsay C.	3.80 hrs	205 /hr	\$779.00

TOTAL FEES	\$1,403.00
TOTAL DISBURSEMENTS	\$6.50

TOTAL CHARGES FOR THIS MATTER **\$1,409.50**

BILLING SUMMARY

Walters, Jason M.	2.40 hrs	260 /hr	\$624.00
Whelan, Lindsay C.	3.80 hrs	205 /hr	\$779.00

TOTAL FEES	\$1,403.00
TOTAL DISBURSEMENTS	\$6.50

TOTAL CHARGES FOR THIS BILL	\$1,409.50
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Please include the bill number on your check.

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Tapestry 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 April 1, 2016, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **5**
- (B) Name of Payee: **Hopping, Green & Sams**
- (C) Amount Payable: **\$497.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Legal Counsel invoice #90148 related to August 2016 services which included review of acquisition documents and revision of disclosure of public financing.

- (E) Subaccount from which disbursement to be made: 2016 Project Account of the Acquisition and Construction Fund.

Series 2016 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2016 Project;
4. each disbursement represents a Cost of the 2016 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT

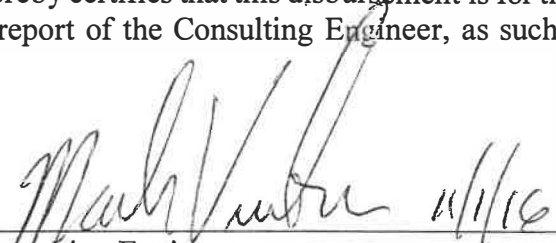
By:


Responsible Officer

Date:

11/1/16

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2016 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.


Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED

OCT 11 2016

BY: _____

===== STATEMENT =====

September 30, 2016

Tapestry Community Development District
c/o GMS, LLC
135 West Central Blvd.
Suite 320
Orlando, FL 32801

Bill Number 90148
Billed through 08/31/2016

Project Construction

TPSCDD 00103 JMW

FOR PROFESSIONAL SERVICES RENDERED

08/01/16	LCW	Confer with Anderson regarding status of review of invoices relative to district acquisition of infrastructure.	0.10 hrs
08/15/16	LCW	Confer with Vincutonis regarding review of engineering invoices relative to district construction matters; review and revise disclosure of public financing.	1.60 hrs
08/25/16	LCW	Review engineering invoices regarding construction matters.	0.60 hrs
Total fees for this matter			\$471.50

DISBURSEMENTS

Document Reproduction	25.50
Total disbursements for this matter	\$25.50

MATTER SUMMARY

Whelan, Lindsay C.	2.30 hrs	205 /hr	\$471.50
TOTAL FEES			\$471.50
TOTAL DISBURSEMENTS			\$25.50
TOTAL CHARGES FOR THIS MATTER			\$497.00

BILLING SUMMARY

Whelan, Lindsay C.	2.30 hrs	205 /hr	\$471.50
TOTAL FEES			\$471.50
TOTAL DISBURSEMENTS			\$25.50
TOTAL CHARGES FOR THIS BILL			\$497.00

Please include the bill number on your check.

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Tapestry 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 April 1, 2016, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **6**
- (B) Name of Payee: **Hopping, Green & Sams**
- (C) Amount Payable: **\$1,398.50**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Legal Counsel invoice #91116 related to October 2016 services which included review of acquisition documents.

- (E) Subaccount from which disbursement to be made: **2016 Project Account of the Acquisition and Construction Fund.**

Series 2016 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2016 Project;
4. each disbursement represents a Cost of the 2016 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2016 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED

DEC 08 2016

BY: _____

===== STATEMENT =====

November 30, 2016

Tapestry Community Development District
c/o GMS, LLC
135 West Central Blvd.
Suite 320
Orlando, FL 32801

Bill Number 91116
Billed through 10/31/2016

Project Construction

TPSCDD 00103 JMW

FOR PROFESSIONAL SERVICES RENDERED

10/07/16	JMW	Review acquisition checklist; confer with TOHO attorney; research utility issues.	1.20 hrs
10/20/16	JMW	Review conveyance documents and correspondence; confer with Trustee's counsel regarding requisition language and requirements; research regarding same.	2.30 hrs
10/31/16	JMW	Review acquisition status; review engineering documents and invoices; confer with staff regarding same.	1.80 hrs
10/31/16	LCW	Confer with staff regarding review of acquisition documentation.	0.10 hrs
Total fees for this matter			\$1,398.50

MATTER SUMMARY

#4
1.310.513.315

Walters, Jason M.	5.30 hrs	260 /hr	\$1,378.00
Whelan, Lindsay C.	0.10 hrs	205 /hr	\$20.50

TOTAL FEES \$1,398.50

TOTAL CHARGES FOR THIS MATTER

\$1,398.50

BILLING SUMMARY

Walters, Jason M.	5.30 hrs	260 /hr	\$1,378.00
Whelan, Lindsay C.	0.10 hrs	205 /hr	\$20.50

TOTAL FEES \$1,398.50

TOTAL CHARGES FOR THIS BILL

\$1,398.50

Please include the bill number on your check.

SECTION VI

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

(This space reserved for Clerk)

Jason M. Walters, Esq.
HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 2016, by **Mattamy Florida LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32810, hereinafter called the "Grantor," to **Tapestry Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services – Central Florida, LLC, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801, hereinafter called the "Grantee:"

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Osceola County, Florida, described as follows:

Tracts K, L, W-15, W-22 and W-23 as shown on the plat known as Tapestry, recorded in the Official Records of Osceola County, Florida at Plat Book 24, Pages 57 et seq.; and

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Printed Name: _____
Witness

MATTAMY FLORIDA LLC, a Delaware
limited liability company

Printed Name: _____
Witness

By: _____
Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of **MATTAMY FLORIDA LLC**, a Delaware limited liability company, who appeared before me this day in person, and who [] is personally known to me or [] produced _____ as identification.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or Stamped)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

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

(This space reserved for Clerk)

Jason M. Walters, Esq.
HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 2016, by **Mattamy Florida LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32810, hereinafter called the "Grantor," to **Tapestry Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services – Central Florida, LLC, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801, hereinafter called the "Grantee:"

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Osceola County, Florida, described as follows:

Tract N as shown on the plat known as Tapestry, recorded in the Official Records of Osceola County, Florida at Plat Book 24, Pages 57 et seq.; and

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Printed Name: _____
Witness

MATTAMY FLORIDA LLC, a Delaware
limited liability company

Printed Name: _____
Witness

By: _____
Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of **MATTAMY FLORIDA LLC**, a Delaware limited liability company, who appeared before me this day in person, and who [] is personally known to me or [] produced _____ as identification.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or Stamped)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "**Assignment**") is made and entered into as of this ____ day of _____, 2016, by and between **MATTAMY FLORIDA LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32810 (hereafter referred to as "**Grantor**"), and **TAPESTRY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, and located in Osceola County, Florida (hereinafter referred to as "**Grantee**").

BACKGROUND STATEMENT

Grantor has constructed certain water and wastewater improvements for the Grantor's Project. This instrument is intended to convey the interest of Grantor in and to all of such improvements and work product to Grantee.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantee, Grantor, intending to be legally bound, does hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following property (hereafter, collectively, the "**Personal and Intangible Property**"), located within Tracts K, L, W-15, W-22 and W-23 as identified on the plat ("**Plat**") known as Tapestry, recorded in Plat Book 24, Pages 57 et seq., of the Official Records of Osceola County, Florida, to have and to hold all of said Personal and Intangible Property for its own use, and benefit forever:

All lake/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls and control structures between said lakes.

2. Grantor agrees that to the extent that title to any of the Personal and Intangible Property is evidenced by, or transferable by execution or delivery of, certificates of title or other similar documentation, then Grantor will, upon demand, execute and deliver all such certificates or similar instruments.
3. In furtherance of this Assignment, Grantor hereby acknowledges that from this date Grantee has succeeded to all of its right, title, and standing to:
 - a. receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby;
 - b. institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and

- c. defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.
- 4. Grantor hereby warrants the following:
 - a. that Grantor is the lawful owner of the Personal and Intangible Property;
 - b. that the Personal and Intangible Property is free of all liens and encumbrances; and
 - c. that Grantor has no knowledge of any defects in the Personal and Intangible Property.
- 5. Grantor also agrees to warrant and repair any defects in design or workmanship to Grantee's satisfaction for a period of one (1) year from the date hereof.
- 6. Nothing in this Assignment shall be construed as a waiver of Grantee's limitations on liability provided in Section 768.28, Florida Statutes.
- 7. This Assignment shall be governed by, and construed under, the laws of the State of Florida.
- 8. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed under seal the day and year first above written.

WITNESSES:

GRANTOR:

MATTAMY FLORIDA LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of **Mattamy Florida LLC**, a Delaware limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

ACCEPTED BY:

WITNESSES:

GRANTEE:

**TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

By: _____
Chairman, Board of Supervisors

By: _____
Name: _____
Title: _____

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as Chairman of the Board of Supervisors of **Tapestry Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "**Assignment**") is made and entered into as of this ____ day of _____, 2016, by and between **MATTAMY FLORIDA LLC**, a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32810 (hereafter referred to as "**Grantor**"), and **TAPESTRY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and created under the laws of the State of Florida, and located in Osceola County, Florida (hereinafter referred to as "**Grantee**").

BACKGROUND STATEMENT

Grantor has constructed certain water and wastewater improvements for the Grantor's Project. This instrument is intended to convey the interest of Grantor in and to all of such improvements and work product to Grantee.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantee, Grantor, intending to be legally bound, does hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee the following property (hereafter, collectively, the "**Personal and Intangible Property**"), located within Tracts R and N and the Utility Easements and Temporary Utility Easements, all as identified on the plat ("**Plat**") known as Tapestry, recorded in Plat Book 24, Pages 57 et seq., of the Official Records of Osceola County, Florida, to have and to hold all of said Personal and Intangible Property for its own use, and benefit forever:

All water and wastewater facilities to the point of delivery or connection, including water, sewer, and reclaimed water lines, pipes, and related equipment; also including the complete on-site and/or off-site water and reuse distribution and wastewater collection facilities and all easements and rights of way covering areas in which such facilities are located.

2. Grantor agrees that to the extent that title to any of the Personal and Intangible Property is evidenced by, or transferable by execution or delivery of, certificates of title or other similar documentation, then Grantor will, upon demand, execute and deliver all such certificates or similar instruments.
3. In furtherance of this Assignment, Grantor hereby acknowledges that from this date Grantee has succeeded to all of its right, title, and standing to:
 - a. receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby;

- b. institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and
 - c. defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.
- 4. Grantor hereby warrants the following:
 - a. that Grantor is the lawful owner of the Personal and Intangible Property;
 - b. that the Personal and Intangible Property is free of all liens and encumbrances; and
 - c. that Grantor has no knowledge of any defects in the Personal and Intangible Property.
- 5. Grantor also agrees to warrant and repair any defects in design or workmanship to Grantee's satisfaction for a period of one (1) year from the date hereof.
- 6. Nothing in this Assignment shall be construed as a waiver of Grantee's limitations on liability provided in Section 768.28, Florida Statutes.
- 7. This Assignment shall be governed by, and construed under, the laws of the State of Florida.
- 8. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed under seal the day and year first above written.

WITNESSES:

GRANTOR:

MATTAMY FLORIDA LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of **Mattamy Florida LLC**, a Delaware limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

ACCEPTED BY:

WITNESSES:

GRANTEE:

**TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: _____

Title: _____

By: _____

Chairman, Board of Supervisors

By: _____

Name: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as Chairman of the Board of Supervisors of **Tapestry Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE
IMPROVEMENTS AND ACKNOWLEDGMENT OF ASSIGNMENT OF
WARRANTIES**

THIS ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS AND ACKNOWLEDGMENT OF ASSIGNMENT OF WARRANTIES (the “Assignment”) is made the ____ day of January, 2017 by:

Tapestry Community Development District (the “District”), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices located 135 West Central Boulevard, Suite 320, Orlando, Florida 32801;

Jon M. Hall Company, a Florida corporation, with a mailing address of 1920 Boothe Circle, Suite 230, Longwood, Florida 32750 (the “Contractor”); and

Mattamy Florida LLC, a Delaware limited liability company with a mailing address of 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32810 (the “Developer”).

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to Chapter 190 of the Florida Statutes for the purposes of, among other things, financing, constructing and maintaining certain public infrastructure improvements; and

WHEREAS, the Developer is the owner and Developer of the lands within the District; and

WHEREAS, the Contractor has provided construction services to the Developer pursuant to that certain *Contractor Base Agreement for Tapestry PUD Parcel 8- Phase 1*, attached hereto as **Exhibit A** (the “Construction Contract”), as amended from time to time, in connection with its construction of certain infrastructure improvements within the District as more particularly described on the attached **Exhibit B** (the “Improvements”); and

WHEREAS, the District intends to acquire the Improvements and, as part of that acquisition, the Developer intends to assign all warranties, including those provided in the Construction Contract, to the District; and

WHEREAS, the Contractor acknowledges that the warranties are freely assignable and has no objection to the assignment of the warranties to the District; and

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the Developer and the District agree, and the Contractor acknowledges, as follows:

SECTION 1. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract, from Developer. The Contractor acknowledges and agrees that all warranties, statutory and contractual, are freely assignable and has no objection to Developer assigning to the District the warranties described therein for the Improvements.

SECTION 2. ASSIGNMENT OF WARRANTIES. Developer hereby assigns such warranties to the District and the Contractor hereby agrees to fulfill such warranties pursuant to the terms of the Construction Contract and Florida law.

SECTION 3. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**.

SECTION 4. EFFECTIVE DATE. This Assignment shall take effect on the date identified above.

[SIGNATURES ON NEXT PAGE]

ATTEST:

Secretary

ATTEST:

[print name]

ATTEST:

[print name]

**TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

JON M. HALL COMPANY

By: _____
Its: _____

**MATTAMY FLORIDA LLC, a Delaware
limited liability company**

By: _____
Its: _____

EXHIBIT A

EXHIBIT B

All lake/stormwater management facilities together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls and control structures between said lakes located within Tracts K, L, W-15, W-22 and W-23 as identified on the plat of Tapestry, recorded in Plat Book 24, Page 57, of the Official Records of Osceola County, Florida; and

All water and wastewater facilities to the point of delivery or connection, including water, sewer, and reclaimed water lines, pipes, and related equipment; also including the complete on-site and/or off-site water and reuse distribution and wastewater collection facilities located within Tract N and R as identified on the plat of Tapestry, recorded in Plat Book 24, Page 57, of the Official Records of Osceola County, Florida.

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Tapestry 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 April 1, 2016, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: 7
- (B) Name of Payee: **Mattamy Florida, LLC**
- (C) Amount Payable: **\$4,300,451.99**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Phase 1 Stormwater Ponds, Lift Station and Utility Infrastructure**
- (E) Subaccount from which disbursement to be made: 2016 Project Account of the Acquisition and Construction Fund.

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 account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2016 Project;
4. each disbursement represents a Cost of the 2016 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2016 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

SECTION VII

**TAPESTRY COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2016**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Tapestry 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 April 1, 2016, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **8**
- (B) Name of Payee: **Hopping, Green & Sams**
- (C) Amount Payable: **\$4,893.60**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Legal Counsel invoice #91671 related to November 2016 services which included review of utility acquisition documents.

- (E) Subaccount from which disbursement to be made: **2016 Project Account of the Acquisition and Construction Fund.**

Series 2016 Acquisition and Construction Account of the Acquisition and Construction Fund.

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 account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2016 Project;
4. each disbursement represents a Cost of the 2016 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

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.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

TAPESTRY COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2016 Project and is consistent with the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

December 31, 2016

Tapestry Community Development District
c/o GMS, LLC
135 West Central Blvd.
Suite 320
Orlando, FL 32801

Bill Number 91671
Billed through 11/30/2016

RECEIVED

JAN 14 2017

Project Construction

TPSCDD 00103 JMW

BY: _____

FOR PROFESSIONAL SERVICES RENDERED

11/01/16	JMW	Review primary development contract and work effort breakdown; review engineer's report; research reimbursement issues; confer with bond counsel.	1.30 hrs
11/01/16	LCW	Confer with staff regarding status of review of materials for utility acquisition.	0.40 hrs
11/02/16	LCW	Coordinate conference call on status of utility acquisition.	0.20 hrs
11/03/16	LCW	Prepare list of documents necessary for utility acquisition; prepare partial release of mortgage.	2.10 hrs
11/04/16	JMW	Review acquisition checklist and item status; confer with engineer; review releases and status of real property conveyance and utility turnover; research contingency usage issues; confer with staff.	1.90 hrs
11/04/16	LCW	Confer with Anderson regarding checklist of outstanding documents for utility acquisition.	0.20 hrs
11/07/16	JMW	Review acquisition checklist and acquisition documents; confer with Whelan; confer with working group regarding acquisition status and requirements; review line releases and recorded documents; confer with staff.	1.80 hrs
11/07/16	JEM	Coordinate title search.	0.10 hrs
11/07/16	LCW	Attend conference call regarding status of acquisition of utilities; follow-up from same.	1.10 hrs
11/08/16	JEM	Review status of title search.	0.10 hrs
11/08/16	LCW	Review Hall construction contract.	0.10 hrs
11/10/16	LCW	Review change orders to Hall construction agreement.	0.50 hrs
11/16/16	LCW	Confer with Dass regarding form of utility acquisition conveyance documentation.	0.20 hrs
11/17/16	JMW	Review updated conveyance documents; prepare modified checklist; research inlet structure acquisition issues; review pay applications and final lien releases;	1.90 hrs

confer with staff.

11/17/16	LCW	Revise conveyance documents in accordance with Dass' comments.	0.50 hrs
11/18/16	JMW	Review acquisition documents; review proof of payment and release issues; prepare real property documents; confer with staff.	1.40 hrs
11/21/16	LCW	Confer with Candes regarding outstanding documents needed for utility and stormwater pond conveyance.	0.30 hrs
11/22/16	JEM	Review title search report and back-up documentation.	1.70 hrs
11/22/16	LCW	Review construction invoices and documentation to determine amount of Initial disbursement to developer; prepare lien release for engineering invoices; confer with staff regarding status of acquisition transaction.	2.40 hrs
11/23/16	JEM	Continued review of title report.	0.80 hrs

Total fees for this matter	\$4,608.00
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DISBURSEMENTS

Document Reproduction	1.00
Recording Fees	20.50
Title Search	250.00
Total disbursements for this matter	\$271.50

MATTER SUMMARY

Merritt, Jason E.	2.70 hrs	300 /hr	\$810.00
Walters, Jason M.	8.30 hrs	260 /hr	\$2,158.00
Whelan, Lindsay C.	8.00 hrs	205 /hr	\$1,640.00

TOTAL FEES	\$4,608.00
TOTAL DISBURSEMENTS	\$271.50
INTEREST CHARGE ON PAST DUE BALANCE	\$14.10

TOTAL CHARGES FOR THIS MATTER	\$4,893.60
--------------------------------------	-------------------

BILLING SUMMARY

Merritt, Jason E.	2.70 hrs	300 /hr	\$810.00
Walters, Jason M.	8.30 hrs	260 /hr	\$2,158.00
Whelan, Lindsay C.	8.00 hrs	205 /hr	\$1,640.00

TOTAL FEES	\$4,608.00
TOTAL DISBURSEMENTS	\$271.50
INTEREST CHARGE ON PAST DUE BALANCE	\$14.10

TOTAL CHARGES FOR THIS BILL	\$4,893.60
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Please include the bill number on your check.

SECTION VIII



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

November 10, 2016

Board of Supervisors
Tapestry Community Development District
c/o GMS, LLC
135 West Central Blvd, Suite 320
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Tapestry Community Development District, Osceola County, Florida ("the District") for the fiscal year ended September 30, 2016, with an option for two (2) additional annual renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Tapestry Community Development District as of and for the fiscal year ended September 30, 2016, with an option for two (2) additional annual renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be

public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$2,500 for the September 30, 2016 audit. The fees for fiscal year 2017 and 2018 will not exceed \$2,600 and \$2,700, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

Subject to timely receipt of all necessary information from the District, Grau & Associates agrees to provide a completed audit no later than One Hundred Eighty (180) days after the end of the fiscal year being audited in accordance with Section 9.22 of the Master Trust Indenture of the District. For purposes of this agreement, a "completed audit" shall mean an audit in its final form, having been reviewed by District Staff, and suitable for submission to the relevant state agencies.

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2016 should be provided to us no later than January 2, 2017, in order for us to complete the engagement by March 31, 2017.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Tapestry Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Tapestry Community Development District.

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

GRAU & ASSOCIATES

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2013 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in cursive script, reading "Rick Reeder", written over a horizontal line.

**Rick Reeder, Chair
AICPA Peer Review Board
2013**

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN
GRAU AND ASSOCIATES AND Tapestry Community Development
District _____ (CDD) _____
(DATED _____, 201__)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GMS-CF, LLC
135 W. CENTRAL BLVD., SUITE 320
ORLANDO, FL 32801
TELEPHONE: 407-841-5524
EMAIL: GFLINT@GMSCFL.COM**



Auditor: _____

District: _____

Title: President

Title: _____

Date: 10/12/2016

Date: _____

SECTION IX

10/10/2020 10:10:10 AM

Tapestry

Community Development District

Summary of Checks

July 9, 2016 to January 12, 2017

Bank	Date	Check No.'s		Amount
General Fund	7/12/16	87	\$	3,215.06
	7/13/16	88	\$	2,942.92
	7/21/16	89-90	\$	700.78
	8/7/16	91	\$	3,381.15
	8/16/16	92-93	\$	1,397.00
	9/5/16	94	\$	5,253.00
	9/11/16	95	\$	3,210.00
	9/20/16	96	\$	2,500.00
	9/22/16	97-98	\$	1,088.50
	10/19/16	99	\$	3,261.74
	10/21/16	100-102	\$	836.99
	10/25/16	103	\$	192,206.25
	11/17/16	104-105	\$	865.50
	11/18/16	106	\$	4,539.86
	12/14/16	107	\$	18,936.93
	12/15/16	108-109	\$	125.00
	12/18/16	110-112	\$	4,455.39
	1/11/17	113	\$	200.00
			\$	249,116.07
			\$	249,116.07

*** CHECK DATES 07/09/2016 - 01/12/2017 ***

TAPESTRY GENERAL FUND
BANK A TAPESTRY-GENERAL FUN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/12/16	00001	7/01/16 54	201607 310-51300-34000	MANAGEMENT FEES JUL16	*	2,916.67	
		7/01/16 54	201607 310-51300-31300	DISSEMINATION FEE JUL16	*	291.67	
		7/01/16 54	201607 310-51300-51000	OFFICE SUPPLIES JUL16	*	.21	
		7/01/16 54	201607 310-51300-42000	POSTAGE JUL16	*	2.09	
		7/01/16 54	201607 310-51300-42500	COPIES JUL16	*	1.05	
		7/01/16 54	201607 310-51300-49000	OSCEOLA CTY TAX ROLL FEE	*	3.37	
				GOVERNMENTAL MANAGEMENT SERVICES			3,215.06 000087
7/13/16	00006	6/28/16 2778607	201606 310-51300-48000	RFP AUDIT SERVICES	*	222.50	
		6/28/16 2778607	201606 310-51300-48000	NOT. HEARNG-BUDG/ASESSMNT	*	2,720.42	
				ORLANDO SENTINEL			2,942.92 000088
7/21/16	00004	6/30/16 88567	201605 310-51300-31500	UTILITY CONVEY./RCRD REQ.	*	500.78	
				HOPPING GREEN & SAMS			500.78 000089
7/21/16	00011	7/18/16 07182016	201607 310-51300-49100	ASSESS.ROLL SET UP FEE	*	200.00	
				OSCEOLA COUNTY PROPERTY APPRAISER			200.00 000090
8/07/16	00001	8/01/16 55	201608 310-51300-34000	MANAGEMENT FEES AUG16	*	2,916.67	
		8/01/16 55	201608 310-51300-31300	DISSEMINATION FEE AUG16	*	291.67	
		8/01/16 55	201608 310-51300-51000	OFFICE SUPPLIES AUG16	*	.93	
		8/01/16 55	201608 310-51300-42000	POSTAGE AUG16	*	11.98	
		8/01/16 55	201608 310-51300-42500	COPIES AUG16	*	159.90	
				GOVERNMENTAL MANAGEMENT SERVICES			3,381.15 000091
8/16/16	00004	7/31/16 89138	201606 310-51300-31500	BDGT/ASSESS/WEBSITE REQS	*	459.50	
				HOPPING GREEN & SAMS			459.50 000092
8/16/16	00009	8/08/16 255125	201607 310-51300-31100	CDD MTG/REV CONTRACTS/INV	*	937.50	
				HANSON, WALTER & ASSOCIATES, INC.			937.50 000093

TAP2 TAPESTRY KCOSTA

*** CHECK DATES 07/09/2016 - 01/12/2017 ***

TAPESTRY GENERAL FUND
BANK A TAPESTRY-GENERAL FUN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/05/16	00003	8/23/16 4828	201609 300-15500-10000 FY17 GEN.LIAB/PUBLIC OFFC	EGIS INSURANCE ADVISORS, LLC	*	5,253.00	5,253.00 000094
9/11/16	00001	9/01/16 56	201609 310-51300-34000 MANAGEMENT FEES SEPT16		*	2,916.67	
		9/01/16 56	201609 310-51300-31300 DISSEMINATION FEES SEPT16		*	291.67	
		9/01/16 56	201609 310-51300-51000 OFFICE SUPPLIES SEPT16		*	.15	
		9/01/16 56	201609 310-51300-42000 POSTAGE SEPT16		*	1.36	
		9/01/16 56	201609 310-51300-42500 COPIES SEPT16		*	.15	
			GOVERNMENTAL MANAGEMENT SERVICES				3,210.00 000095
9/20/16	00001	9/15/16 57	201609 300-15500-10000 FY17 ASSESSMENT ROLL CERT	GOVERNMENTAL MANAGEMENT SERVICES	*	2,500.00	2,500.00 000096
9/22/16	00004	8/31/16 89627	201607 310-51300-31500 PREP FY17 BDGT FUND AGREE	HOPPING GREEN & SAMS	*	838.50	838.50 000097
9/22/16	00009	9/13/16 255572	201608 310-51300-31100 BOND REIMBURSE/ATTORNEY	HANSON, WALTER & ASSOCIATES, INC.	*	250.00	250.00 000098
10/19/16	00001	10/03/16 58	201610 310-51300-34000 MANAGEMENT FEE OCT16		*	2,916.67	
		10/03/16 58	201610 310-51300-35100 INFORMATION TECH OCT16		*	50.00	
		10/03/16 58	201610 310-51300-31300 DISSEMINATION FEE OCT16		*	291.67	
		10/03/16 58	201610 310-51300-51000 OFFICE SUPPLIES OCT16		*	.15	
		10/03/16 58	201610 310-51300-42000 POSTAGE OCT16		*	2.35	
		10/03/16 58	201610 310-51300-42500 COPIES OCT16		*	.90	
			GOVERNMENTAL MANAGEMENT SERVICES				3,261.74 000099
10/21/16	00005	10/03/16 39536	201610 310-51300-54000 SPECIAL DISTRICT FEE-FY17	DEPARTMENT OF ECONOMIC OPPORTUNITY	*	175.00	175.00 000100

TAP2 TAPESTRY KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/21/16	00004	9/30/16 90147	201608 310-51300-31500 PREP DISCLOSE./MEMORANDUM	HOPPING GREEN & SAMS	*	491.99	491.99 000101
10/21/16	00006	9/30/16 2923150	201609 310-51300-48000 NOT. OF FY17 MEETINGS	ORLANDO SENTINEL	*	170.00	170.00 000102
10/25/16	00012	10/25/16 10252016	201610 300-20700-10200 FY17 MATTAMY HOMES SER16	TAPESTRY CDD C/O REGIONS BANK	*	192,206.25	192,206.25 000103
11/17/16	00004	10/31/16 90647	201609 310-51300-31500 REV.OUTSTANDING ACQUISIT.	HOPPING GREEN & SAMS	*	208.00	208.00 000104
11/17/16	00006	10/31/16 2985381	201610 310-51300-48000 NOT.OF LANDOWNER MG/ELECT	ORLANDO SENTINEL	*	657.50	657.50 000105
11/18/16	00001	11/02/16 59	201611 310-51300-34000 MANAGEMENT FEES NOV16		*	2,916.67	
		11/02/16 59	201611 310-51300-35100 WEBSITE ADMIN NOV16		*	50.00	
		11/02/16 59	201611 310-51300-31300 DISSEMINATION FEE NOV16		*	291.67	
		11/02/16 59	201611 310-51300-51000 OFFICE SUPPLIES NOV16		*	.09	
		11/02/16 59	201611 310-51300-42000 POSTAGE NOV16		*	28.73	
		11/02/16 59	201611 310-51300-42500 COPIES NOV16		*	2.70	
		11/17/16 60	201610 320-53800-12000 FIELD MANAGEMENT OCT16		*	625.00	
		11/17/16 60A	201611 320-53800-12000 FIELD MANAGEMENT NOV16		*	625.00	
			GOVERNMENTAL MANAGEMENT SERVICES				4,539.86 000106
12/14/16	00012	12/14/16 12142016	201612 300-20700-10200 FY17 DEBT SERVICE ASSESS	TAPESTRY CDD C/O REGIONS BANK	*	18,936.93	18,936.93 000107
12/15/16	00004	11/30/16 91115	201610 310-51300-31500 LAND OWNER ELECT/PUB.REQ.		*	445.50	
		11/30/16 91116	201610 310-51300-31500 ACQUISITION/CONVEYANCE		*	1,398.50	

TAP2 TAPESTRY KCOSTA

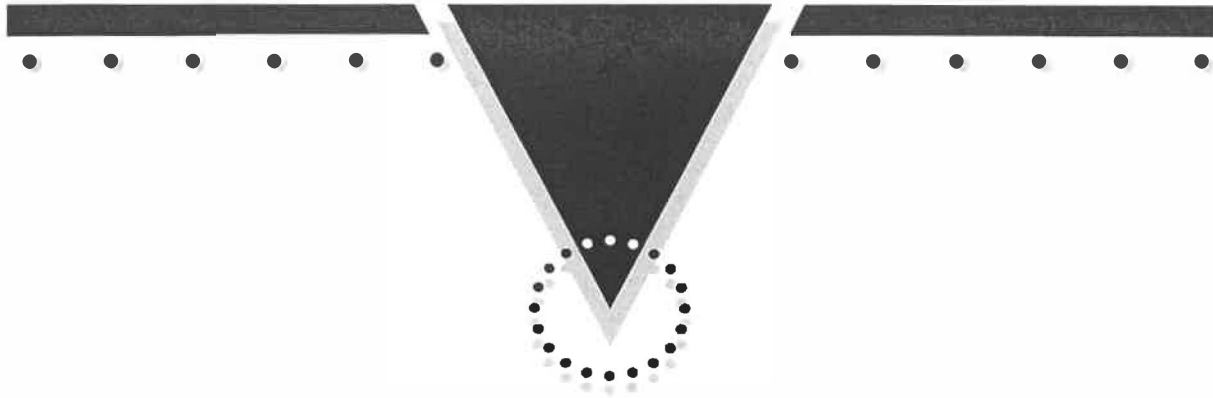
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		11/30/16 91115	201610 310-51300-31500		V	445.50-	
			LAND OWNER ELECT/PUB.REQ.				
		11/30/16 91116	201610 310-51300-31500		V	1,398.50-	
			ACQUISITION/CONVEYANCE				
				HOPPING GREEN & SAMS			.00 000108
12/15/16 00009		12/08/16 256763	201611 310-51300-31100		*	125.00	
			ENGINEERING SERV/CDD MTG				
				HANSON, WALTER & ASSOCIATES, INC.			125.00 000109
12/18/16 00004		11/30/16 91115	201610 310-51300-31500		*	445.50	
			LANDOWNER ELECT/PUB.REQ.				
				HOPPING GREEN & SAMS			445.50 000110
12/18/16 00011		12/08/16 2017082	201612 310-51300-49100		*	108.08	
			2016 TAX ROLL				
				OSCEOLA COUNTY PROPERTY APPRAISER			108.08 000111
12/18/16 00001		12/02/16 61	201612 310-51300-34000		*	2,916.67	
			MANAGEMENT FEES DEC16				
		12/02/16 61	201612 310-51300-35100		*	50.00	
			INFORMATION TECH DEC16				
		12/02/16 61	201612 310-51300-31300		*	291.67	
			DISSEMINATION FEE DEC16				
		12/02/16 61	201612 310-51300-51000		*	.09	
			OFFICE SUPPLIES DEC16				
		12/02/16 61	201612 310-51300-42000		*	8.74	
			POSTAGE DEC16				
		12/02/16 61	201612 310-51300-42500		*	3.15	
			COPIES DEC16				
		12/02/16 61	201612 310-51300-41000		*	6.49	
			TELEPHONE DEC16				
		12/02/16 62	201612 320-53800-12000		*	625.00	
			FIELD MANAGEMENT DEC16				
				GOVERNMENTAL MANAGEMENT SERVICES			3,901.81 000112
1/11/17 00006		12/09/16 3079477	201612 310-51300-48000		*	200.00	
			NOT.OF MTG-12/9/16				
				ORLANDO SENTINEL			200.00 000113
				TOTAL FOR BANK A		249,116.07	
				TOTAL FOR REGISTER		249,116.07	

TAP2 TAPESTRY KCOSTA

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TAPESTRY
Community Development District

Unaudited Financial Reporting

December 31, 2016



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3	<u>Debt Service Fund Income Statement</u>
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6	<u>Long Term Debt Summary</u>
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8	<u>Series 2016 Construction Schedule</u>

Tapestry
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
December 31, 2016

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Totals</u>
<u>ASSETS:</u>				
CASH	\$440,417	---	---	\$440,417
<u>INVESTMENTS</u>				
SERIES 2016				
RESERVE	---	\$464,744	---	\$464,744
REVENUE	---	\$211,192	---	\$211,192
CAPITALIZED INTEREST	---	\$255	---	\$255
CONSTRUCTION	---	---	\$6,324,553	\$6,324,553
COSTS OF ISSUANCE	---	---	\$4,252	\$4,252
DUE FROM GENERAL FUND	---	\$59,038	---	\$59,038
TOTAL ASSETS	<u>\$440,417</u>	<u>\$735,229</u>	<u>\$6,328,804</u>	<u>\$7,504,451</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$1,610	---	\$1,907	\$3,516
DUE TO DEBT SERVICE	\$59,038	---	---	\$59,038
<u>FUND EQUITY:</u>				
FUND BALANCES:				
RESTRICTED FOR DEBT SERVICE	---	\$735,229	---	\$735,229
RESTRICTED FOR CAPITAL PROJECTS	---	---	\$6,326,898	\$6,326,898
UNASSIGNED	\$379,770	---	---	\$379,770
TOTAL LIABILITIES & FUND EQUITY	<u>\$440,417</u>	<u>\$735,229</u>	<u>\$6,328,804</u>	<u>\$7,504,451</u>

Tapestry

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending December 31, 2016

	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/16	ACTUAL THRU 12/31/16	VARIANCE
<u>REVENUES:</u>				
SPECIAL ASSESSMENTS	\$62,331	\$61,068	\$61,068	\$0
DIRECT ASSESSMENTS	\$300,884	\$150,442	\$150,442	\$0
INTEREST	\$0	\$0	\$30	\$30
TOTAL REVENUES	\$363,215	\$211,510	\$211,540	\$30
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
ENGINEERING	\$10,000	\$2,500	\$125	\$2,375
ATTORNEY	\$25,000	\$6,250	\$446	\$5,805
DISSEMINATION AGENT	\$3,500	\$875	\$875	(\$0)
ASSESSMENT ADMINISTRATION	\$2,500	\$2,500	\$2,500	\$0
ARBITRAGE	\$600	\$0	\$0	\$0
TRUSTEE FEES	\$5,000	\$0	\$0	\$0
ANNUAL AUDIT	\$3,500	\$0	\$0	\$0
MANAGEMENT FEES	\$35,000	\$8,750	\$8,750	(\$0)
INFORMATION TECHNOLOGY	\$600	\$150	\$150	\$0
TELEPHONE	\$300	\$75	\$6	\$69
POSTAGE	\$1,000	\$250	\$40	\$210
INSURANCE	\$5,665	\$5,665	\$5,253	\$412
PRINTING & BINDING	\$1,000	\$250	\$7	\$243
LEGAL ADVERTISING	\$5,000	\$1,250	\$858	\$393
OTHER CURRENT CHARGES	\$1,000	\$250	\$79	\$171
PROPERTY APPRAISER FEE	\$250	\$250	\$108	\$142
OFFICE SUPPLIES	\$625	\$156	\$0	\$156
DUES, LICENSE & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<u>FIELD:</u>				
FIELD MANAGEMENT	\$7,500	\$1,875	\$1,875	\$0
PROPERTY INSURANCE	\$5,000	\$5,000	\$0	\$5,000
LANDSCAPE & LAKE MAINTENANCE	\$250,000	\$62,500	\$0	\$62,500
TOTAL EXPENDITURES	\$363,215	\$98,721	\$21,246	\$77,475
EXCESS REVENUES (EXPENDITURES)	\$0		\$190,294	
FUND BALANCE - Beginning	\$0		\$189,476	
FUND BALANCE - Ending	\$0		\$379,770	

Tapestry

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE

Statement of Revenues & Expenditures

For The Period Ending December 31, 2016

	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/16	ACTUAL THRU 12/31/16	VARIANCE
REVENUES:				
SPECIAL ASSESSMENTS	\$79,588	\$77,975	\$77,975	\$0
DIRECT ASSESSMENTS	\$384,412	\$192,206	\$192,206	\$0
INTEREST	\$100	\$25	\$445	\$420
TOTAL REVENUES	\$464,100	\$270,206	\$270,626	\$420
EXPENDITURES:				
Series 2016				
INTEREST - 11/01	\$184,965	\$184,965	\$184,965	\$0
PRINCIPAL - 05/01	\$120,000	\$0	\$0	\$0
INTEREST - 05/01	\$172,506	\$0	\$0	\$0
TOTAL EXPENDITURES	\$477,471	\$184,965	\$184,965	\$0
EXCESS REVENUES (EXPENDITURES)	(\$13,371)		\$85,661	
FUND BALANCE - Beginning	\$184,965		\$649,568	
FUND BALANCE - Ending	\$171,594		\$735,229	

Tapestry

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECT FUND

Statement of Revenues & Expenditures

For The Period Ending December 31, 2016

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/16	ACTUAL THRU 12/31/16	VARIANCE
INTEREST	\$0	\$0	\$4,261	\$4,261
TOTAL REVENUES	\$0	\$0	\$4,261	\$4,261

EXPENDITURES:

Series 2016

CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$497	(\$497)
TOTAL EXPENDITURES	\$0	\$0	\$497	(\$497)
EXCESS REVENUES (EXPENDITURES)	\$0		\$3,764	
FUND BALANCE - Beginning	\$0		\$6,323,134	
FUND BALANCE - Ending	\$0		\$6,326,898	

Tapestry
COMMUNITY DEVELOPMENT DISTRICT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REVENUES:													
SPECIAL ASSESSMENTS	\$0	\$338	\$60,730	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,068
DIRECT ASSESSMENTS	\$150,442	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,442
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INTEREST	\$7	\$11	\$12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30
TOTAL REVENUES	\$150,449	\$349	\$60,742	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$211,540
EXPENDITURES:													
ADMINISTRATIVE													
ENGINEERING	\$0	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125
ATTORNEY	\$446	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$446
DISSEMINATION AGENT	\$292	\$292	\$292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$875
ASSESSMENT ADMINISTRATION	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,750
INFORMATION TECHNOLOGY	\$50	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150
TELEPHONE	\$0	\$0	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6
POSTAGE	\$2	\$29	\$9	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40
INSURANCE	\$5,253	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,253
PRINTING & BINDING	\$1	\$3	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7
LEGAL ADVERTISING	\$658	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$858
OTHER CURRENT CHARGES	\$26	\$27	\$26	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$79
PROPERTY APPRAISER FEE	\$0	\$0	\$108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$108
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
FIELD													
FIELD MANAGEMENT	\$625	\$625	\$625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,875
PROPERTY INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE & LAKE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$12,944	\$4,067	\$4,236	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,246
EXCESS REVENUES (EXPENDITURES)	\$137,505	(\$3,718)	\$56,507	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$190,294

**TAPESTRY
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT**

SERIES 2016, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	3.625%, 4.250%, 4.800%, 5.000%	
MATURITY DATE:	5/1/2046	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$464,000	
RESERVE FUND BALANCE	\$464,744	
BONDS OUTSTANDING - 4/1/16		\$7,285,000
CURRENT BONDS OUTSTANDING		\$7,285,000

**TAPESTRY
COMMUNITY DEVELOPMENT DISTRICT**

**Assessment Receipt Schedule
FY2017**

TAX COLLECTOR

							Gross Assessments	\$	66,310	\$	84,668	\$	150,978
							Net Assessments	\$	61,005	\$	77,895	\$	138,900
							2016						
Date Received	Dist.#	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund 43.92%		Debt Svc Fund 56.08%		Total 100%		
11/25/16	ACH	\$ 817.51	\$ 32.70	\$ 15.70	\$ -	\$ 769.11	\$ 337.80		\$ 431.31		\$ 769.11		
12/9/16	ACH	\$ 35,075.56	\$ 1,402.95	\$ 673.46	\$ -	\$ 32,999.15	\$ 14,493.33		\$ 18,505.82		\$ 32,999.15		
12/27/16	ACH	\$ 111,814.85	\$ 4,391.65	\$ 2,148.45	\$ -	\$ 105,274.75	\$ 46,237.00		\$ 59,037.75		\$ 105,274.75		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -		
Totals		\$ 147,707.92	\$ 5,827.30	\$ 2,837.61	\$ -	\$ 139,043.01	\$ 61,068.13		\$ 77,974.88		\$ 139,043.01		

% Collected: 100.10%

OFF ROLL ASSESSMENTS

Mattamy Homes

DATE RECEIVED	CHECK NO.	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE \$685,295.76	GENERAL FUND \$300,883.66	SERIES 2016 \$384,412.10
10/20/16	27946	12/1/16	\$ 342,647.88	\$ 342,647.88	\$ -	\$ 150,441.83	\$ 192,206.05
		2/1/17	\$ 171,323.94	\$ -	\$ -	\$ -	\$ -
		5/1/17	\$ 171,323.94	\$ -	\$ -	\$ -	\$ -
			\$ 685,295.76	\$ 342,647.88	\$ -	\$ 150,441.83	\$ 192,206.05

Tapestry
COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2016

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2017				
11/7/16	5	Hopping Green & Sams	Legal Counsel - Review of acquisition & revision of disclosure	\$ 497.00
TOTAL				\$ 497.00
Fiscal Year 2017				
10/1/16		Interest		\$ 1,396.08
11/1/16		Interest		\$ 1,432.16
12/1/16		interest		\$ 1,430.76
TOTAL				\$ 4,259.00
Project (Construction) Fund at 9/30/16				\$ 6,320,790.70
Interest Earned thru 12/31/16				\$ 4,259.00
Requisitions Paid thru 12/31/16				\$ (497.00)
Remaining Project (Construction) Fund				\$ 6,324,552.70