

*Windward
Community Development District*

Agenda

February 21, 2018

AGENDA

Windward

Community Development District

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

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

February 14, 2018

Board of Supervisors
Windward
Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Windward Community Development District will be held **Wednesday, February 21, 2018 at 2:00 p.m. at West Osceola Branch Library, 305 Campus Street, Kissimme, FL 34747**. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Organizational Matters
 - A. Acceptance of Resignation of Jeremy Ickovic and Appointment of Individual to Fulfill Vacancy
 - B. Administration of Oath of Office to Newly Appointed Supervisor
 - C. Electing Officers
 - D. Consideration of Resolution 2018-01 Electing Officers
- IV. Approval of Minutes of July 19, 2017 Meeting
- V. Consideration of Agreement with Osceola County Tax Collector Regarding the Use of the Uniform Method of Collection
- VI. Consideration of Agreement with Osceola County Property Appraiser Regarding the Use of the Uniform Method of Collection
- VII. Ratification of License and Maintenance Agreement with K. Hovnanian at Mystic Dunes, LLC.
- VIII. Ratification of Landscape/Grounds Maintenance Services Agreement with Down to Earth Ground Maintenance
- IX. Staff Reports
 - A. Attorney
 - B. District Manager
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Fiscal Year 2017 Funding Requests #5 - #7
 - iii. Ratification of Fiscal Year 2018 Funding Request #1 - #4
- X. Other Business
- XI. Supervisors' Requests
- XII. Adjournment

The second order of business of the Board of Supervisors meeting is the Public Comment Period 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 are the organizational matters. Section A is the acceptance of resignation of Jeremy Ickovic and appointment of individual to fulfill vacancy. Section B is the administration of oath of office to the newly appointed Supervisor. Section C is electing officers. Section D is the consideration of Resolution 2018-01 Electing Officers. A copy of the resolution is enclosed for your review.

The fourth order of business is the approval of the minutes of the July 19, 2017 meeting. The minutes are enclosed for your review.

The fifth order of business is the consideration of agreement with the Osceola County Tax Collector regarding the use of the uniform method of collection. A copy of the agreement is enclosed for your review.

The sixth order of business is the consideration of agreement with the Osceola County Property Appraiser regarding the use of the uniform method of collection. A copy of the agreement is enclosed for your review.

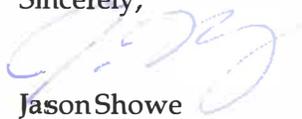
The seventh order of business is the ratification of license and maintenance agreement with K. Hovnanian at Mystic Dunes, LLC. A copy of the proposal is enclosed for your review.

The eighth order of business is the ratification of the landscape and grounds maintenance agreement with Down to Earth Ground Maintenance. 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 includes the balance sheet and income statement for your review. Section 2 is the ratification of funding requests #5 - #7. A copy of the requests are enclosed for your review. Section 3 is the ratification of funding request #1-4. A copy of the requests are enclosed 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,



Jason Showe
District Manager

Cc: Jan Carpenter, District Counsel
Brett Sealy, Underwriter
Mike Williams, Bond Counsel
David Kelly, Interim Engineer
Darrin Mossing, GMS

Enclosures

SECTION III

Jason,

Can we venture down that road. My effective date of the resignation can be Monday 12/18/2017 which will be the first day under my new employer.

Let me know what paperwork I need to file and I'll be sure to get that over to you, and if you can remind me what paperwork needs to be filed with the my tax collector, I'll make sure I get that in as well.

Thank you once again.

-J

Jeremy Ickovic
Purchasing Manager
K. Hovnanian® Homes



RESOLUTION 2018-01

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

WHEREAS, the Windward 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 WINDWARD 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 17th day of January, 2018.

ATTEST:

**WINDWARD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

MINUTES

MINUTES OF MEETING
WINDWARD
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Windward Community Development District was held Wednesday, July 19, 2017 at 2:00 p.m. in the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida.

Present and constituting a quorum were:

Jimmy Clark	Vice Chairman
Jeremy Ickovic	Assistant Secretary
Walter Beeman	Assistant Secretary
Thomas Franklin	Assistant Secretary

Also Present were:

Jason Showe	District Manager
Andrew d'Adesky	District Counsel
David Kelly	Poulos and Bennett

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the June 21, 2017
Board of Supervisors Meeting and
Acceptance of the June 21, 2017
Landowner's Meeting Minutes**

On MOTION by Mr. Franklin seconded by Mr. Clark with all in favor the minutes of the June 21, 2017 Board meeting were approved and the June 21, 2017 Landowner's meeting minutes were accepted.

FOURTH ORDER OF BUSINESS

**Consideration of Revised Resolution 2017-26
Levy of Special Assessments**

Mr. Showe stated at the last meeting you did approve this resolution 2017-26 and we had to make some revisions to it and we would like the Board to approve the revised resolution.

Mr. d'Adesky stated it is the actual levy of assessments on the land. It was approved at the last meeting but due to some administrative changes we wanted you to approve it again.

On MOTION by Mr. Franklin seconded by Mr. Beeman with all in favor Resolution 2017-26 as revised was approved.

FIFTH ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2018 Budget

A. Consideration of Resolution 2017-27 Adopting the Fiscal Year 2018 Budget and Relating to the Annual Appropriations

Mr. Showe stated next is the public hearing to adopt Fiscal Year 2018 budget.

On MOTION by Mr. Beeman seconded by Mr. Franklin with all in favor the public hearing was opened.

Mr. Showe stated the first item in the public hearing is consideration of Resolution 2017-27 adopting the Fiscal Year 2018 budget. At this point we contemplate that it will be funded by developer contributions and the developer will only fund actual expenditures.

There being no public present to comment on the proposed budget, the Board took the following action.

On MOTION by Mr. Ickovic seconded by Mr. Beeman with all in favor Resolution 2017-27 was approved.

On MOTION by Mr. Ickovic seconded by Mr. Franklin with all in favor the public hearing was closed.

SIXTH ORDER OF BUSINESS

Consideration of Agreement with Poulos & Bennett to Provide Professional Engineering Services

Mr. Showe stated next is consideration of the agreement with Poulos & Bennett to provide professional engineering services. At the last meeting the Board ranked them no. 1 and we are bringing back the agreement to you for approval.

On MOTION by Mr. Beeman seconded by Mr. Ickovic with all in favor the agreement with Poulos and Bennett for District Engineering services was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Fiscal Year 2018 Developer Funding Agreement

Mr. Showe stated the next item is the funding mechanism that goes along with the budget you just adopted and this is the Fiscal Year 2018 funding agreement with the developer. It says that they will pay whatever expenses the District incurs and we will do periodic funding requests to capture those funds for the District.

Mr. d'Adesky stated it is our standard agreement and what the District requires in lieu of levying assessments on the land, which is beneficial to the developer and the District. It is funding all the actual costs.

On MOTION by Mr. Beeman seconded by Mr. Franklin with all in favor the Fiscal Year 2018 developer funding agreement with K. Hovnanian, LLC was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

Mr. Kelly stated on the residential portion Phase 1 is split in two portions, 1A and 1B we anticipate getting a COC around the third week of August on Phase 1A and Phase 1B would be about three weeks later. That is the approximate timeframe that we will have it completed for the city and Toho Water Authority. Phase 2 plans are currently under design and targeted for end of July submittal to all the agencies and we have our amenity center as well, the plans are nearly approved and we anticipate construction to start in August or September.

C. Manager

i. Consideration of Funding Request No. 4

Mr. Showe stated funding request no. 4 includes fees for District Manager, District Counsel, the advertising and supervisors' fees.

On MOTION by Mr. Franklin seconded by Mr. Beeman with all in favor funding request no. 4 in the amount of \$8,873.61 was approved.

ii. Approval of Fiscal Year 2018 Meeting Schedule

Mr. Showe stated we provided in the agenda package a Fiscal Year 2018 meeting schedule indicating meetings on the third Wednesday of the month at 2:00 p.m. in this location. If there is no reason to meet we can always cancel meetings.

On MOTION by Mr. Beeman seconded by Mr. Ickovic with all in favor the Fiscal Year 2018 meeting schedule indicating meetings at 2:00 p.m. on the third Wednesday of the month at the same location was approved.

iii. Balance Sheet and Income Statement

Mr. Showe stated the last item is the balance sheet and income statement, there is no action required by the Board but is there for your information.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Supervisors' Requests

There being none,

On MOTION by Mr. Franklin seconded by Mr. Beeman with all in favor the meeting adjourned at 2:08 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

AGREEMENT

THIS AGREEMENT made and entered into this 20 day of July, 2017, by and between Windward Community Development District, an independent special district created by Resolution No. 2017-24 (hereinafter referred to as "the District"), whose address is 135 W Central Blvd, Suite 320, Orlando, Florida 32801, and the **OSCEOLA COUNTY TAX COLLECTOR**, a constitutional officer of the State of Florida, whose address is 2501 E. Irlo Bronson Memorial Hwy, Kissimmee, Florida 34744 (hereinafter referred to as "Tax Collector").

WITNESSETH:

WHEREAS, the District is authorized to impose non-ad valorem assessments and by resolution has expressed its intent to use the uniform method of notice, levy, collection and enforcement of such assessments, as authorized by Section 197.3632, Florida Statutes (2015); and

WHEREAS, the uniform methodology with its enforcement provisions including the use of tax certificates and tax deeds for enforcing against any delinquencies, is more fair to the delinquent property owner than traditional lien foreclosure methodology; and

WHEREAS, the uniform method will provide for more efficiency of collection by virtue of the assessment being on the tax notice issued by the Tax Collector which will produce positive economic benefits to Osceola; and

WHEREAS, the uniform methodology will tend to eliminate confusion and to promote local government accountability; and

WHEREAS, Section 197.3632 (2), Florida Statutes, provides that the District shall enter into a written agreement with the Tax Collector for reimbursement of necessary administrative costs incurred in implementing said section; and

WHEREAS, Section 197.3632 (7), Florida Statutes, provides that the District shall bear all costs associated with any separate notice in the event Tax Collector is unable to merge a non-ad valorem assessment roll to produce the annual tax notice; and

WHEREAS, Section 197.3632 (8) (c), Florida Statutes, provides that the District shall compensate the Tax Collector for actual costs of collection of non-ad valorem assessments and, Section 192.091(2)(b), Florida Statutes, entitles Tax Collector to receive a 2% commission.

NOW, THEREFORE, for and in consideration of the foregoing, including mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem assessments levied by the District to include reimbursement by the District to the Tax Collector for actual costs of collection pursuant to Section 197.3632(8)(c), Florida Statutes; any costs involved in separate mailings because of non-merger of any non-ad valorem assessment roll as certified by * Community Development District Board of Supervisors Chairman or its designee, pursuant to Section 197.3632 (7), Florida Statutes; and for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in Section 197.3632 (2), Florida Statutes,

ARTICLE II

TERM

The term of this Agreement shall commence on January 1, and shall run through December 31 of the same year, the date of signature of the parties notwithstanding, and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each. However, the * Community Development District Board of Supervisors shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue, by January 10 in any calendar year in which it intends to discontinue using the uniform method of collecting each such assessment pursuant to Section 197.3632 (6), Florida Statutes.

ARTICLE III

COMPLIANCE WITH LAWS AND REGULATIONS

The parties shall comply with all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments by, and any ordinances promulgated by Osceola County not inconsistent with, nor contrary to, the provisions of Section 197.3632, Florida Statutes, and Section 197.3635, Florida Statutes, and any subsequent amendments to said statutes, and any rules duly promulgated pursuant to said statutes.

This Agreement incorporates the provisions of Section 197.3632, Florida Statutes as they exist on the date of execution hereof and as they may from time to time hereafter be amended or renumbered.

ARTICLE IV

DUTIES AND RESPONSIBILITIES OF THE DISTRICT

The District agrees, covenants and contracts to:

(a) Timely reimburse the Tax Collector for actual collection costs incurred pursuant to Section 197.3632, Florida Statutes.

(b) Timely reimburse the Tax Collector for necessary administrative costs for the collection and enforcement of the applicable non-ad valorem assessments by the Tax Collector pursuant to Section 197.3632(2), Florida Statutes, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

(c) Timely pay for or alternatively timely reimburse the Tax Collector for any separate tax notice necessitated by the Tax Collector not being able to merge the non-ad valorem assessment roll certified by the District Chairman or, its designee pursuant to Section 197.3632 (7), Florida Statutes.

(d) The District, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the uniform non-ad valorem assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any applicable rules promulgated by the Department of Revenue thereunder.

(e) By September 15 of each calendar year, the Chair of the District, or its designee, shall officially certify to the Tax Collector the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise conforming in format to that contained on the ad- valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. The District shall post the non-ad valorem assessment roll and shall exercise its responsibility that such non-ad valorem assessment roll be free of errors and omissions.

(f) The District agrees to cooperate with the Tax Collector to implement the uniform method of notice, levy, collection and enforcement of each non-ad valorem assessment, pursuant to, and consistent with, all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

ARTICLE V

DUTIES OF THE TAX COLLECTOR

(a) The Tax Collector shall timely perform all acts and duties required of a tax collector under the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and the rules promulgated from time to time by the Department of Revenue.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused these presents to be signed by their duly authorized officers, the date first above written.

ATTEST:



Witness

Osceola County Tax Collector



Bruce Vickers

ATTEST:

Secretary

By: _____

Chairman of the Board

SECTION VI

AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of July 2017, by and between Windward Community Development District (CDD), and **Katrina S. Scarborough, Osceola County Property Appraiser** (Property Appraiser), who understand and agree as follows:

WITNESSETH

Whereas, Windward CDD has declared its intent to use the uniform method of collecting non-ad valorem assessment as authorized by section 197.3631, Florida Statutes (2015), pursuant to the method provided for in sections 197.3632 and 197.3635, Florida Statutes (2015).

Whereas, section 197.3632(2), Florida Statutes (2015), requires that a written agreement be entered into between Windward CDD and Property Appraiser providing for reimbursement by Windward CDD of the necessary administrative costs incurred by the Property Appraiser under section 197.3632.

Now Therefore the parties agree that:

1. The Property Appraiser shall perform those services specified in section 197.3632, to be performed by a property appraiser for the benefit of Windward CDD. In performing those services, the Property Appraiser may obtain the assistance of Osceola County.
2. Windward CDD shall reimburse the Property Appraiser for all necessary administrative costs incurred providing such services, including any administrative costs incurred by Osceola County at the request of the Property Appraiser as set forth in section 197.3632(2).
3. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming as prescribed in section 197.3632(2). Windward CDD also agrees to hold the Property Appraiser harmless

for any and all costs, court costs, and attorney's fees resulting from or arising from any and all challenges, both administrative and judicial, which the Property Appraiser may be required to defend involving the imposition and/or levy of non-ad valorem assessment. All such administrative costs and additional costs, court costs, and attorney's fees incurred by the Property Appraiser in both administrative and judicial challenges shall be paid to the Property Appraiser within fifteen (15) days of the presentment of a statement or invoice setting forth the amount due and the reason therefore.

4. This Agreement is the minimum necessary to implement the law and will be amended as necessary from time to time to clarify or supplement the provisions hereof.

5. The parties hereto agree that the Property Appraiser, by executing this Agreement and agreeing to assist Windward CDD in the collection of non-ad valorem assessments, does not warrant either the legal efficacy or validity of any levies made by Windward CDD as non-ad valorem assessments, or the correctness of the amount of the levy or charge imposed against the parcels of property to be subject to the levy, or any individual parcel subject to said levy.

6. The parties agree that any errors made in the amount of the levy or imposition or any other errors of omission or commission regardless of the nature or cause of same, shall be processed and corrected exclusively and solely by Windward CDD and that the Property Appraiser shall not be responsible for same. The parties further agree that all requests or claims made by any affected property owner for correction shall be processed exclusively by Windward CDD and shall be filed with Windward CDD, or its designee, provided that its designee shall not be the Property Appraiser.

7. The term of this Agreement shall commence with the 2017 non-ad valorem assessment rolls of Windward CDD and shall continue and extend uninterrupted from year to year from the effective date as indicated below unless a notice of discontinuance shall be issued by any party. A notice of discontinuance shall be in writing and shall be delivered not less than ninety (90) days in advance of the commencement of the next fiscal year of Windward CDD save and except during those years when Windward CDD in timely fashion notifies the Tax Collector and the Property Appraiser that it needs to collect and enforce the assessment pursuant to other provisions of law.

8. The parties to this Agreement agree to consult and cooperate as necessary and practical for the efficient and timely listing, preparation, submissions, certification, collection and enforcement against delinquencies of Windward CDD non-ad valorem or special assessment rolls and levies, including provision by Windward CDD to the other parties of any staff assistance reasonably necessary and required to effect the purposes of this Agreement.

9. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or discontinued, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alter substantially the benefits of the Agreement for either of the parties or renders the statutory and regulatory obligations unperformable.

11. This Agreement shall be governed by the laws of the State of Florida.

12. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

a. Windward CDD: 135 W. Central Blvd. Suite 320
Orlando, FL 32801

b. Property Appraiser: 2505 E. Irlo Bronson Memorial Highway
Kissimmee, Florida 34744-4909

In Witness Where of the parties have hereunto set their hand and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

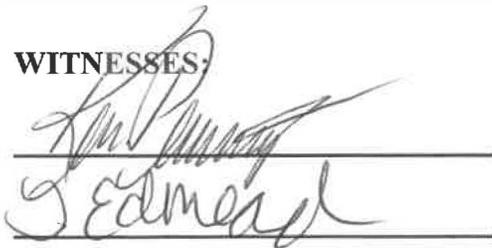
Windward CDD

By: _____

By: _____

As authorized for execution by the _____ of Windward CDD
at its _____ regular meeting

WITNESSES:



J. Edmond

OSCEOLA COUNTY PROPERTY APPRAISER:



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of July 2017, by and between Windward Community Development District (CDD), and **Katrina S. Scarborough, Osceola County Property Appraiser** (Property Appraiser), who understand and agree as follows:

WITNESSETH

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Now Therefore the parties agree that:

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2. Windward CDD shall reimburse the Property Appraiser for all necessary administrative costs incurred providing such services, including any administrative costs incurred by Osceola County at the request of the Property Appraiser as set forth in section 197.3632(2).
3. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming as prescribed in section 197.3632(2). Windward CDD also agrees to hold the Property Appraiser harmless

for any and all costs, court costs, and attorney's fees resulting from or arising from any and all challenges, both administrative and judicial, which the Property Appraiser may be required to defend involving the imposition and/or levy of non-ad valorem assessment. All such administrative costs and additional costs, court costs, and attorney's fees incurred by the Property Appraiser in both administrative and judicial challenges shall be paid to the Property Appraiser within fifteen (15) days of the presentment of a statement or invoice setting forth the amount due and the reason therefore.

4. This Agreement is the minimum necessary to implement the law and will be amended as necessary from time to time to clarify or supplement the provisions hereof.

5. The parties hereto agree that the Property Appraiser, by executing this Agreement and agreeing to assist Windward CDD in the collection of non-ad valorem assessments, does not warrant either the legal efficacy or validity of any levies made by Windward CDD as non-ad valorem assessments, or the correctness of the amount of the levy or charge imposed against the parcels of property to be subject to the levy, or any individual parcel subject to said levy.

6. The parties agree that any errors made in the amount of the levy or imposition or any other errors of omission or commission regardless of the nature or cause of same, shall be processed and corrected exclusively and solely by Windward CDD and that the Property Appraiser shall not be responsible for same. The parties further agree that all requests or claims made by any affected property owner for correction shall be processed exclusively by Windward CDD and shall be filed with Windward CDD, or its designee, provided that its designee shall not be the Property Appraiser.

7. The term of this Agreement shall commence with the 2017 non-ad valorem assessment rolls of Windward CDD and shall continue and extend uninterrupted from year to year from the effective date as indicated below unless a notice of discontinuance shall be issued by any party. A notice of discontinuance shall be in writing and shall be delivered not less than ninety (90) days in advance of the commencement of the next fiscal year of Windward CDD save and except during those years when Windward CDD in timely fashion notifies the Tax Collector and the Property Appraiser that it needs to collect and enforce the assessment pursuant to other provisions of law.

8. The parties to this Agreement agree to consult and cooperate as necessary and practical for the efficient and timely listing, preparation, submissions, certification, collection and enforcement against delinquencies of Windward CDD non-ad valorem or special assessment rolls and levies, including provision by Windward CDD to the other parties of any staff assistance reasonably necessary and required to effect the purposes of this Agreement.

9. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or discontinued, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alter substantially the benefits of the Agreement for either of the parties or renders the statutory and regulatory obligations unperformable.

11. This Agreement shall be governed by the laws of the State of Florida.

12. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

a. Windward CDD: 135 W. Central Blvd. Suite 320
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b. Property Appraiser: 2505 E. Irlo Bronson Memorial Highway
Kissimmee, Florida 34744-4909

In Witness Where of the parties have hereunto set their hand and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

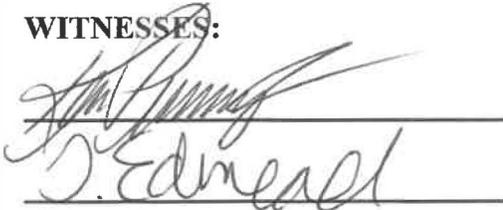
Windward CDD

By: _____

By: _____

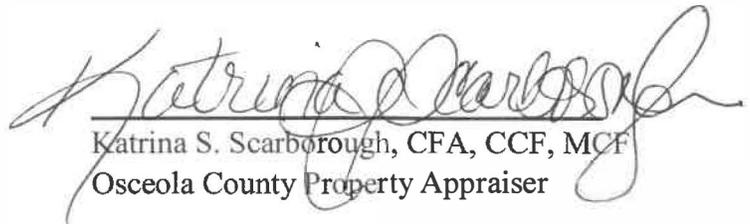
As authorized for execution by the _____ of Windward CDD
at its _____ regular meeting

WITNESSES:



J. Edmead

OSCEOLA COUNTY PROPERTY APPRAISER:



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

SECTION VII

LICENSE AND MAINTAINANCE AGREEMENT

THIS LICENSE AND MAINTAINANCE AGREEMENT, (this "Agreement"), effective the _____ day of November, 2017 (the "Effective Date"), by and between K. HOVNANIAN AT MYSTIC DUNES, LLC, a Florida limited liability company ("Licensor") whose mailing address is 110 W. Front Street, Red Bank, New Jersey 07701, and WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose government created pursuant to Chapter 190, *Florida Statutes* ("Licensee" or "District") whose mailing address is 135 W. Central Blvd, Suite 320, Orlando, Florida 32801.

WHEREAS, Licensor is the majority landowner within the boundaries of the District and the fee owner of certain real property located in Osceola County, Florida and more particularly described on Exhibit A attached hereto and made a part hereof (the "Licensed Premises");

WHEREAS, Licensee has been dedicated the Licensed Premises per the plat of FOUR SEASONS AT ORLANDO PHASE 1 as recorded in Plat Book 25, Page 159 of the Official Records of Osceola County depicting the Licensed Premises and shall be conveyed the Licensed Premises pursuant to the terms of the Acquisition Agreement between Licensor and Licensee dated the 27th of April, 2017 (the "Acquisition Agreement"); and

WHEREAS, to reduce inefficiencies and allow for effective landscaping and ground maintenance of the Licensed Premises, Licensee seeks access to the Licensed Premises in order to perform routine landscaping, ground maintenance, fountain maintenance and similar services; and

WHEREAS, Licensor and Licensee agree that it is in their mutual best interest to enter into this Agreement regarding maintenance and access to the Licensed Premises.

THEREFORE, in consideration of the mutual covenants and conditions contained herein, Licensor and Licensee agree as follows:

1. Description and Use of Licensed Premises.

A. As used in this Agreement, the term "Licensed Premises" shall mean and refer to that certain parcel of land described and/or depicted on attached Exhibit A. In the event of any alteration, modification and/or relocation of the Licensed premises (or portions thereof), Licensor and Licensee shall execute an amendment to this Agreement which sets forth the new location of the Licensed Premises and amends related other terms of this Agreement, if any, required to be amended as a result of such relocation of the Licensed Premises.

B. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee the non-exclusive right and license to use the Licensed Premises during the Term (as hereinafter defined) for the purpose of landscaping, ground maintenance, fountain maintenance and similar services as permitted under Chapter 190, *Florida Statutes*.

2. Term of Use of Licensed Premises. Licensee shall be entitled to use of such Licensed Premises in accordance with the terms and conditions of this Agreement for a period of time beginning on the Effective Date and continuing until the conveyance of the Licensed Premises to the Licensee in accordance with the Acquisition Agreement (the "Term"), unless this Agreement is earlier terminated in accordance with the provisions of this Agreement.

3. Termination of Agreement. Notwithstanding anything set forth herein to the contrary, Licensor or Licensee may terminate this Agreement at any time during the Term of this Agreement by providing thirty (30) days advance written notice to the other party of its intent to so terminate this Agreement. Licensee shall vacate the Licensed Premises within such thirty (30) day period and shall comply with all the terms and provisions of this Agreement.

4. Governing Law and Construction of Agreement.

A. This Agreement and all matters related hereto shall be governed by and construed in conformity with the laws of the State of Florida.

B. If this Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision shall be stricken from this Agreement without affecting the binding force and effect of the Agreement or any of its other provisions.

5. Notice.

Any notice, demand, request, offer, consent, approval or communication to be provided under this Agreement shall be in writing and shall be deemed received: (i) three (3) business days after it is deposited, postage prepaid, in the United States mail, certified or registered mail with a return receipt requested, addressed (as the case may be) to Licensor or Licensee; (ii) the next delivery day after it is deposited for overnight delivery with a nationally recognized and reputable air courier addressed (as the case may be) to Licensor or Licensee; or (iii) the same day it is personally delivered (as the case may be) to Licensor or Licensee. Either party may designate a different address for receiving notices hereunder by notice to the other party in accordance with the provisions of this paragraph:

If to Licensor: K. Hovnanian at Mystic Dunes, LLC
110 W Front Street
Red Bank, NJ 07701

If to Licensee: Windward Community Development District
135 W. Central Blvd
Suite 320
Orlando, Florida 32801
Attention: CCDD Manager

With copy to: Latham Shaker Eden & Beaudine, LLP
111 N. Magnolia Avenue, Suite 1400
Orlando, Florida 32801
Attention: District Counsel

6. Miscellaneous.

A. It is hereby acknowledged by Licensee and Licensor that the relationship between them created hereby is not intended to be and shall not in anyway be construed to be that of a partnership or joint venture, nor shall any of the provisions of this Agreement be construed in any manner as making Licensor liable for any obligations of Licensee.

B. Licensee is a local unit of special purpose government created in accordance with the Uniform Community Development Licensee Act of 1980, Chapter 190, *Florida Statutes*.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**SIGNATURE PAGE TO MAINTAINENCE & LICENSE AGREEMENT
BETWEEN WINDWARD CDD AND K. HOVNIANIAN AT MYSTIC DUNES**

IN WITNESS WHEREOF, the parties have caused this License Agreement to be duly executed the day and year set forth below.

**WINDWARD COMMUNITY DEVELOPMENT
DISTRICT**, a unit of special purpose government
Created pursuant to Chapter 190, *Florida Statutes*

K. HOVNIANIAN AT MYSTIC DUNES, LLC
a Florida limited liability company

Signature 
Print Name JOHN G. KASSIK
Title CHAIR PERSON

Signature 
Print Name Justin Allan
Title Vice president

Date 11-13-2017
LICENSEE

Date 11/13/17
LICENSOR

Temporary Trailer
Lay-down Space

LICENSED PREMISES

Tracts RW-1, A, B, C, D, E, F, G, H, I, and J, as described in the FOUR SEASONS AT ORLANDO PHASE 1 Plat, as recorded in Plat Book 25, Page 159 of the Public Records of Osceola County, Florida.

SECTION VIII

LANDSCAPE/GROUNDS MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 6th day of November, 2017, between **WINDWARD COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as "Owner"), whose mailing address is, 135 W. Central Blvd, Suite 320, Orlando, FL 32801, and **DOWN TO EARTH GROUND MAINTENANCE** (hereinafter referred to as "Contractor"), whose mailing address is 12901 McGregor Blvd, Suite 20-119, Ft. Myers, FL 33919.

RECITALS

In consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. Agreement. The Agreement consists of this Maintenance Services Agreement, the Scope of Services, the form of General Release, the Work Authorization form, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 8.

b. Services. The term Services as used in this Agreement shall be construed to include all Services set forth in Exhibit B, all obligations of Contractor under this Agreement, including any addenda or special conditions, and where any Work Authorizations have been issued pursuant to Article 8 of this Agreement, the changed services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement shall be as follows: The services as generally indicated by the documents identified in Exhibit B (attached hereto and incorporated herein by reference).

b. The following List of Exhibits is applicable to the Services:

- i. Exhibit A, List of Contract Documents.
- ii. Exhibit B, Scope of Services.
- iii. Exhibit C, Price Form
- iv. Exhibit D, Work Authorization Form.
- iv. Exhibit E, General Release.

3. COMMENCEMENT OF SERVICES. Contractor shall commence its Services on November 6, 2017 upon the receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Contract documents, including but not limited to schedules set forth within the Scope of Services in Exhibit B. The Contract shall remain in effect until September 30, 2018, unless sooner terminated in accordance with this Agreement. The Agreement may be extended for two additional twelve (12) month periods upon agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

4. DISTRICT MANAGER.

a. The Owner's authorized representative (herein referred to as the "District Manager") shall be Governmental Management Services CF, LLC, whose mailing address is 135 W. Central Blvd, Suite 320, Orlando, FL 32801, Attention: George Flint; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's representative for the purpose of this Contract.

b. All actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to the District Manager or designee in the name of and on behalf of the Owner; provided, however, that the Owner (and not the District Manager) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

5. BASIS FOR COMPENSATION AND PAYMENTS.

a. Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Work Authorizations as set forth in Article 8, the Owner shall pay to Contractor for its Services as set forth in Article 2, a Fixed Fee in the amount of three thousand one hundred sixty six dollars and sixty seven (\$3,166.67), on a monthly basis plus additional fees for services rendered in connection with Work Authorizations as defined below.

b. The Contractor shall on the 15th day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.

c. Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make monthly payments to the Contractor on account of the Fixed Fee plus additional fees in connection with Work Authorizations. Such monthly payments shall be made on or

before the 30th day of each calendar month or the 30th day after receipt by the Owner of the Contractor's Application for Payment and of such documentation to verify the amount owed as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.

d. Work Authorizations shall mean orders or directives, in the form attached hereto as Exhibit C, issued by the Owner. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the Owner's sole discretion, such amount to be invoiced and paid in accordance with the terms set forth in Article 5, and paragraphs b. and c. above. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of Owner to perform the same in accordance with the provisions of Article 8 of this Agreement.

f. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or as amended in any Work Authorization, in accordance with the provision of Article 8 of this Agreement. In such event, Owner shall be entitled to a reduction proportionate to the Fixed Fee.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. Contractor hereby represents to Owner that: (i) it has the experience and skill to perform the Services as set forth in this Agreement; (ii) that it shall comply with all applicable federal, state and local laws, rules, codes and orders of any public, quasi-public or other government authority; (iii) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

b. The Contractor warrants to the Owner that all materials furnished under this Contract shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Contract Documents.

7. INSURANCE: INDEMNIFICATION.

a. Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000 and \$2,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

b. All such insurance required in Paragraph 7.a. shall be with companies and on forms acceptable to Owner and shall provide that the coverage there under may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner; the insurance required under paragraph 7.a.(i) shall name as additional insured's the Owner, the District Manager, and their parents, subsidiaries, related and affiliated companies. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

c. Contractor shall defend (if requested by Owner), indemnify and hold Owner, the District Manager, and their parents, subsidiaries, related and affiliated companies, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement, or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, and shall include, but not be limited to, costs and expenses of any kind or nature that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any hazardous substance in or into the air, soil, surface water, groundwater or soil vapor at, on or about, under or within the real property of the District, or any portion thereof, as a result of activities of Contractor under this Contract.

d. Nothing herein shall be construed as or constitute a waiver of Owner's Immunity or limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

8. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

a. A Work Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as Exhibit C, which shall consist of additions, deletions or other modifications to the Agreement.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scopes of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

9. PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and community residents, tenants, and the general public that may be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern. Contractor has read and is familiar with the applicable laws, ordinances, rules, regulations and orders of applicable regulatory agencies, and all permits issued to the Owner (or any developers in the District) by such regulatory agencies that govern the property of Owner that is subject to this Agreement. Contractor shall, and shall be responsible for the performance by its subcontractors, consultants employees, agents and the like, comply with the permits issued to the Owner by the SJRWMD, Florida Fish and Wildlife Conservation Commission, the FDEP and other all regulatory agencies, that restrict and/or limit landscaping, fertilizing, mowing, weed and disease control, pest control, planting and other activities within certain area of the Owner's property. Contractor shall be responsible for remedying or paying the cost for the Owner to remedy the violation of any such permits, including the payment of all fines, penalties and the costs of defending the same by the Owner and the Contractor. This provision is not a replacement for, but is in addition to, all other indemnification provision in this Agreement.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

10. BOOKS AND RECORDS. Contractor shall maintain comprehensive books and records, including inspection checklists, relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

11. USE OF OWNER'S NAME. The contractor, by virtue of this Contract, shall acquire no right to use, and shall not use, the name of the Owner or the name "Baytree" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion; to express or imply any endorsement by Owner of the Contractor's Services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

12. ASSIGNMENT. This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

13. SUSPENSION OR TERMINATION.

a. Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be

to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 5 and 8, through the date of termination.

b. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Contract, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of the Contractor. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner the Owner deems appropriate, the Scope of the Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient.

c. Contractor shall, at its sole discretion and without cause, have the right to suspend or terminate this Agreement upon ninety (90) days prior written notice to Owner. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 5 and 8, through the date of termination.

14. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

15. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, facsimile, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: Windward Community Development District
 135 W. Central Blvd, Suite 320
 Orlando, FL 32801
 Attention: George Flint

If to Contractor: _____

 Attention: _____

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

16. LEGAL PROCEEDINGS.

a. The Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder, shall be submitted for trial, without jury, before the Circuit Court of the 9th Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

c. In the event that any provision of the Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be

construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Agreement shall remain in full force and effect.

17. TERM. Owner desires to employ the services of Contractor to perform the herein described services for a period beginning on the date as described in Article 3, and ending on September 30, 2018. The Agreement may be extended for two additional twelve (12) month periods upon agreement of the parties hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

18. COMPLIANCE WITH ALL LAWS AND REGULATIONS.

a. At all times, Contractor is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders.

b. Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the Owner's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the Owner that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the Owner of any such orders or requirements upon receipt of same.

c. The Owner is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

19. PUBLIC RECORDS. Contractor agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records pertaining to Contractor's provision of the Services under this Agreement are "public records" which must be available to the public. Contractor agrees and acknowledges that any and all books, documents, records, correspondence or other information related to this Agreement, the Services, and/or the Owner's facilities may also be subject to inspection and copying by members of the public pursuant to Chapter 119, *Florida Statutes*. In accordance with applicable Florida law:

a. Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the services provided in this Agreement.

b. Contractor shall provide the public with access to public records on the same terms and conditions that the Owner would provide the records, and a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

c. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Contractor shall meet all requirements for maintaining public records and transfer, at no cost, to the Owner all public records in Contractor's possession upon termination of this Agreement and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, provided that Contractor shall be entitled to retain copies of any records it deems necessary to comply with IRS, Florida Department of Revenue and any other regulatory agencies or necessary for Contractor's defense of any claims by Owner or any third party resulting from Contractor's performance under this Agreement. All records stored electronically shall be provided to the Owner in a format that is compatible with the information technology systems of the Owner so long as Contractor does not incur unreasonable cost or expense in doing so.

If Contractor does not comply with a public records request, such failure to comply shall be considered a default under the terms of this Agreement and applicable law, and the Owner shall enforce the Agreement accordingly.

20. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from owner, submit to the Owner a fully and properly executed general Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

e. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained in Article 6 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
effective as of the day and year first above written.

Contractor: DOWN TO EARTH
GROUND MAINTENANCE

Owner: WINDWARD
COMMUNITY DEVELOPMENT
DISTRICT



By: _____

By: JOHN E. KASSIK

Its: _____

Its: CHAIRPERSON

Dated: _____

Dated: 11-13-2017

EXHIBIT A

LIST OF CONTRACT DOCUMENTS

1. SCOPE OF SERVICES (with attachments, as applicable)
2. PRICE FORM
3. WORK AUTHORIZATIONS FORM
4. GENERAL RELEASE
5. ADDENDA, AS APPLICABLE

Exhibit **B**
Service Agreement Specifications

Between SSS Down To Earth Opco LLC (herein "Contractor" or "DTE") and Windward CDD the services to be performed hereunder for the Basic Monthly Fee are set forth below. Any work performed in addition to these services will be separately invoiced as provided in this Agreement.

LANDSCAPE MAINTENANCE PROGRAM

I. TURF GRASS SPECIFICATIONS

i. Mowing

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (42 cuts/yr., minimum)

Mower blades will be kept sharp to prevent the tearing of grass blades.

Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

All Bermuda Sod shall be maintained at a height of 1" (85 cuts per year minimum).

ii. Edging

DTE shall neatly edge and trim around all plant beds, curbs, streets, trees, and buildings, etc. DTE shall maintain the shape and configuration of all planting beds.

All walks shall be blown or vacuumed after edging to maintain a clean, well-groomed appearance.

All grass runners to be removed after edging to maintain mulch areas free of weeds or encroaching grass.

Frequency of edging shall correspond to frequency of turf mowing.

iii. Trimming

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance with

the exception of lake banks, roadside drainage ditches, and Bahia turf areas.

iv. Debris Removal

Each area prior to mowing will be patrolled for trash and other debris to clean area and reduce risk of flying debris during mowing. DTE shall not be obligated to clear areas of excessive trash around dumpsters and dock areas (i.e. Styrofoam peanuts).

All areas littered in the landscape maintenance process will be swept by hand, power blower, vacuum, as conditions permit, and transported to a dumping facility on site.

Removal of all landscape debris generated on the Property during landscape maintenance is the sole responsibility of DTE, at no additional expense to client.

v. Fertilization

A preliminary turf fertilization specification and schedule is as follows: Turf shall be fertilized four (4) times per year using a premium turf fertilizer with minor elements. Each application shall consist of 1.0 lb. of nitrogen per 1,000 sq. ft. of turf. Additionally, DTE shall apply a weed & feed in the spring and in the fall.

All sidewalks, roads, curbs, and patios will be swept clean of any granular fertilizer after application to minimize staining.

vi. Insect & Disease Control

Treatment of turf areas for infestation or disease shall be the responsibility of DTE.

DTE will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. DTE shall strictly comply with all state and federal regulations.

DTE employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

II. IRRIGATION

DTE shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. DTE shall be responsible for controlling the amount of water used for irrigation and any damage that results from over watering and insufficient watering.

DTE shall fully inspect and operate all the irrigation zones on a monthly basis and immediately report any and all problems.

Damage caused by improper operation of the irrigation systems or damages incurred through Landscape operations shall be the responsibility of DTE and shall be repaired by DTE within twenty-four hours at no charge.

Irrigation components damaged by other than DTE due to construction, vandalism, or other causes shall be reported to the Customer. DTE, if authorized by the Customer, shall repair the damage at a fair market price or cost plus 15% basis.

III. PLANTING BEDS, SHRUBBERY, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION

i. Pruning

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications, unless Customer requests otherwise.

Plants, hedges, shrubbery and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

ii. Tree Pruning

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 14' from ground. Moss removal and tree spraying may be performed at an additional charge.

iii. Palm Pruning

All palms up to a maximum height of 15' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum of height 15' overall are to be thoroughly detailed with all fronds trimmed to lateral position (not "hurricane-cut") two (2) times annually.

iv. Crape Myrtle Pruning

Crape Myrtles up to a maximum height of 15' overall must be pruned and shaped each February to promote vigorous blooming and maintain desired size and shape. Branches are to be individually trimmed back to wood no larger than 1/2" in diameter. All sucker branching, seedpods, and ball moss must also be removed.

v. Edging and Trimming

Groundcovers will be confined to plant bed areas by manual or chemical means, as

environmental condition permits. "Weed eating" type edging will not be used around trees.

vi. Insect and Disease control

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural and weather conditions permit.

Customer shall provide DTE access to a water source on the Customer's property for insect and disease control purposes.

vii. Weed Control

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.

viii. Fertilization

All preliminary shrubs, trees and plantings fertilization specification are as follows:

Plant beds, shrubs, woody ornamental and ground covers shall be fertilized two times per year as to maintain good appearance and color.

Preliminary Schedule: March & September.

All ornamentals will be fertilized utilizing a product with a balanced analysis (example 8-10-10) with a good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow release product.

ix. Mulching

Mulch is provided under this Agreement at the specified amount on page 1. All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground. In the event Customer chooses to purchase additional mulching services, DTE shall provide all labor and materials necessary to perform this work, at the following price:

Pine Straw	\$5.50 bale
Cypress Mulch	\$45.00 cu yd
Pine Bark	\$45.00 cu yd

Mulch material shall consist of a premium grade of Pine Straw, Pine Bark Nuggets or Cypress Mulch. Owner must first approve all mulch operations.

IV. ANNUAL FLOWERS MAINTENANCE PROGRAM

The Annual Flowers maintenance program is not included in this Agreement unless specifically requested in writing as an additional charge. In the event Customer chooses to purchase the Annual Flower maintenance program, DTE shall furnish all material, labor, and necessary soil amendments for the installation and replacement of annual flowers at the price of \$2.00 per 4" pot.

Minimum Replacement Schedule

"Seasonal Color" - Four-inch pots, planted in the following schedule and spacing, to correspond with the installation period unless directed differently by Owner.

January - March	=	Annuals
April - June	=	Annuals
July - September	=	Annuals
October - December	=	Annuals

Proper annual spacing is as follows:

Annual Bedding Plants	8-10" spacing
Perennial Color	12-14" spacing

DTE will not be held responsible for any acts of God (i.e. wind damage, freeze damage).

The practice of covering plant material during a freeze to prevent damaged is an extra charge to this contract and does not guarantee plant survival.

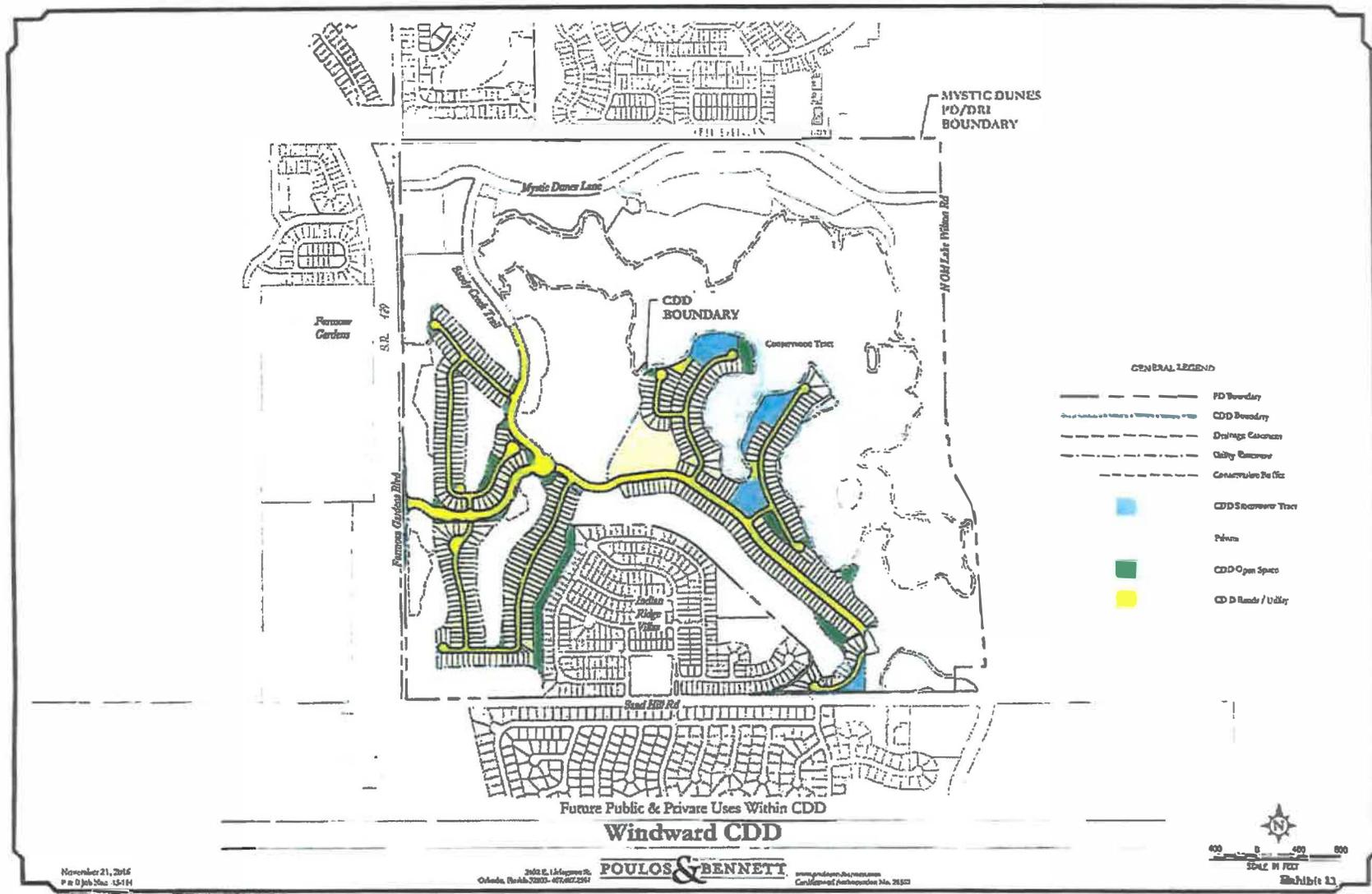
V. CONSTANT COLOR MAINTENANCE

DTE shall be responsible for the full and complete care of all "Seasonal Color" plantings; including watering, mulching, spraying, fertilization, pruning, etc., such that the Owner is guaranteed that every annual/perennial planting mass shall maintain a healthy, vigorous appearance and shall at all times provide the finest quality color planting possible.

VI. ADDITIONAL SERVICES

DTE shall provide services over and above the Contract Specifications with written authorization from the Owner. Rates for labor and materials shall be as follows:

Supervisor/Technician	\$55.00 per hour
Laborers	\$35.00 per hour
Materials	Cost + 15%



Future Public & Private Uses Within CDD

Windward CDD

POULOS & BENNETT

November 21, 2016
 P & O Job No. 13-114

2652 E. 14th Avenue St.
 Orlando, Florida 32822-4077/407.259.2592

www.poulosandbennett.com
 Certificate of Professional No. 28322



Exhibit C



Landscape Maintenance Proposal

Attn: Windward CDD
C/O GMS
George Flint
135 W. Central Blvd. Suite 320
Orlando, FL 32801

Submitted By: SSS Down To Earth Opco LLC
Director: Michael Mosler II

Windward CDD Common Area

Landscape Maintenance Summary

Basic Maintenance	\$ 38,000.00	Annually
Irrigation Inspection	Included	Annually
Fertilization/Pest Control	Included	Annually
Mulch	Included	Annually
Grand Total Annually	\$ 38,000.00	
Grand Total Monthly	\$ 3,166.67	

Additional Items

Mulch	\$45.00 per cubic yard
4" Seasonal Annuals (4 times/year)	\$2.00 each
Palm Trimming	Up to 15' included Over 15' \$30.00 each

EXHIBIT D

WORK AUTHORIZATION FORM

**Work Authorization
Contract No. 2017-100**

Contract No. 2017-100

Date:

Work Authorization No. 04WA-____-____

Budget Code: CDD

To: _____ (Company Name)

Pursuant to the Landscape Maintenance Services Agreement dated _____, the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Article 4 of the Agreement.

Description of Work Authorization services:

Bill to: District

The following is/are applicable to this Work Authorization as marked:

_____ A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of \$ _____

_____ B. Contractor shall proceed immediately with this Work Authorization on a time and material basis in accordance with the contract Documents. Time and material tickets should be submitted daily to the Program Manager.

_____ C. Contractor shall proceed immediately with this Work Authorization on a unit price basis in accordance with the Contract Documents.

The total amount of this Work Authorization shall be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

Accepted and Agreed by Contractor:		For Owner:	
Company Name		Windward Community Development District	
By _____	Date _____	By _____	Date _____
By _____	Date _____	By _____	Date _____
For Review and Approval (if applicable):			
District Manager: GMS			
By _____		Date _____	
Completed by: _____		Date _____	

EXHIBIT E
GENERAL RELEASE

The undersigned, for and in consideration of the payment of the sum of \$ _____, paid by Windward Community Development District, (hereinafter referred to as Owner), receipt of which is hereby acknowledged as complete compensation for performance of Contract Number _____, does hereby fully and completely discharge and release the Owner, its agents, employees, consultants, officers, directors, successors and assigns, the District Manager, and the District Engineer from any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, liabilities, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the contract between the parties dated _____ (the Contract). The undersigned here certifies that all material, men, suppliers, subcontractors or others furnishing labor, goods, supplies or materials in connection with the Contract have been fully paid and satisfied and hereby agrees to hold harmless and indemnify Owner from any such claims, liens, demands, judgments, causes of action, suits or other liabilities which Owner/Engineer may incur as a result of any such non-payment or other dispute. The undersigned further agrees that in the event Owner is required, in its sole discretion, to enforce this release or the Contract in court proceedings or otherwise, then Owner shall be allowed to recover reasonable attorneys fees and costs incurred, whether incurred at trial, on appeal or in alternative dispute resolution.

Witnesses:

Contractor:

Authorized Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is personally known / produced identification.

Notary Public
State of Florida at Large
My Commission Expires:

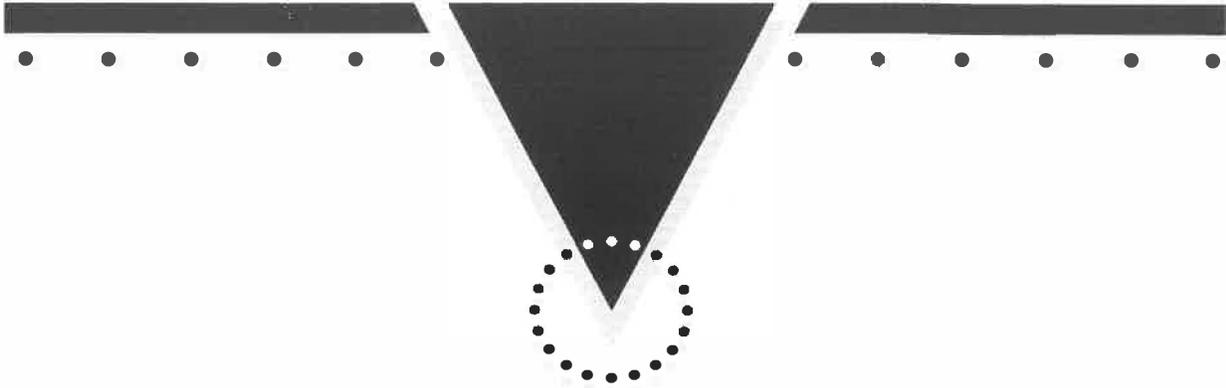


SECTION IX



B

1



Windward
Community Development District

Unaudited Financial Reporting

January 31, 2018



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2	<hr/> <u>GENERAL FUND INCOME STATEMENT</u>
3	<hr/> <u>MONTH TO MONTH</u>
4	<hr/> <u>DEVELOPER CONTRIBUTION SCHEDULE</u>

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
January 31, 2018

	GENERAL FUND
<u>ASSETS:</u>	
CASH	\$5,164
DUE FROM DEVELOPER	\$25,986
TOTAL ASSETS	\$31,150
<u>LIABILITIES:</u>	
ACCOUNTS PAYABLE	\$23,914
<u>FUND EQUITY:</u>	
FUND BALANCES:	
UNASSIGNED	\$7,236
TOTAL LIABILITIES & FUND EQUITY	\$31,150

WINDWARD

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending December 31, 2017

	PROPOSED BUDGET	PRORATED BUDGET THRU 12/31/17	ACTUAL THRU 12/31/17	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$93,327	\$31,109	\$29,947	(\$1,162)
TOTAL REVENUES	\$93,327	\$31,109	\$29,947	(\$1,162)
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$4,800	\$1,600	\$0	\$1,600
FICA EXPENSE	\$367	\$122	\$0	\$122
ENGINEERING	\$12,000	\$4,000	\$0	\$4,000
ATTORNEY	\$25,000	\$8,333	\$433	\$7,900
MANAGEMENT FEES	\$35,000	\$11,667	\$11,667	(\$0)
INFORMATION TECHNOLOGY	\$600	\$200	\$200	\$0
TELEPHONE	\$300	\$100	\$0	\$100
POSTAGE	\$1,000	\$333	\$4	\$329
INSURANCE	\$5,800	\$5,800	\$5,000	\$800
PRINTING & BINDING	\$1,000	\$333	\$3	\$331
LEGAL ADVERTISING	\$5,000	\$1,667	\$0	\$1,667
OTHER CURRENT CHARGES	\$1,000	\$333	\$0	\$333
OFFICE SUPPLIES	\$625	\$208	\$0	\$208
TRAVEL PER DIEM	\$660	\$220	\$0	\$220
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
<u>FIELD OPERATIONS:</u>				
LANDSCAPE MAINTENANCE	\$0	\$0	\$8,972	(\$8,972)
LANDSCAPE CONTINGENCY	\$0	\$0	\$2,522	(\$2,522)
FOUNTAIN MAINTENANCE	\$0	\$0	\$600	(\$600)
MISC. CONTINGENCY	\$0	\$0	\$371	(\$371)
TOTAL EXPENDITURES	\$93,327	\$35,092	\$29,947	\$5,516
EXCESS REVENUES (EXPENDITURES)	\$0		(\$0)	
FUND BALANCE - Beginning	\$0		\$7,236	
FUND BALANCE - Ending	\$0		\$7,236	

**WINDWARD
COMMUNITY DEVELOPMENT DISTRICT**

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	TOTAL
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$8,144	\$3,570	\$3,401	\$14,832	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,947
TOTAL REVENUES	\$8,144	\$3,570	\$3,401	\$14,832	\$0	\$29,947							
EXPENDITURES:													
ADMINISTRATIVE													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$0	\$433	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$433
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,667
INFORMATION TECHNOLOGY	\$50	\$50	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$2	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4
INSURANCE	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
PRINTING & BINDING	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRAVEL PER DIEM	\$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 OPERATIONS													
LANDSCAPE MAINTENANCE	\$0	\$2,639	\$3,167	\$3,167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,972
LANDSCAPE CONTINGENCY	\$0	\$0	\$2,522	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,522
FOUNTAIN MAINTENANCE	\$300	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
MISC. CONTINGENCY	\$0	\$0	\$0	\$371	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$371
TOTAL EXPENDITURES	\$8,444	\$6,343	\$8,656	\$6,504	\$0	\$29,947							
Excess Revenues (Expenditures)	(\$300)	(\$2,772)	(\$5,255)	\$8,328	\$0								

**WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
DEVELOPER CONTRIBUTIONS/DUE FROM DEVELOPER**

FUNDING REQUEST #	PREPARED DATE	PAYMENT RECEIVED DATE	CHECK AMOUNT	TOTAL FUNDING REQUEST	GENERAL FUND PORTION (FY17)	GENERAL FUND PORTION (FY18)	DUE FROM CAPITAL	OVER AND (SHORT) BALANCE DUE
1	4/20/17	6/23/17	\$ 12,900.00	\$ 12,900.00	\$ 12,900.00	\$ -	\$ -	\$ -
2	5/31/17	8/7/17	\$ 4,626.82	\$ 4,626.82	\$ 4,626.82	\$ -	\$ -	\$ -
3	6/15/17	8/17/17	\$ 3,896.69	\$ 3,896.69	\$ 3,896.69	\$ -	\$ -	\$ -
4	7/12/17	8/17/17	\$ 8,873.61	\$ 8,873.61	\$ 8,873.61	\$ -	\$ -	\$ -
5	8/9/17	8/25/17	\$ 4,379.33	\$ 4,379.33	\$ 4,379.33	\$ -	\$ -	\$ -
6	8/25/17	9/15/17	\$ 8,737.52	\$ 8,737.52	\$ 3,737.52	\$ 5,000.00	\$ -	\$ -
7	9/25/17	10/26/17	\$ 3,084.30	\$ 3,084.30	\$ 3,084.30	\$ -	\$ -	\$ -
1	10/24/17			\$ 3,582.92	\$ 438.75	\$ 3,144.17	\$ -	\$ 3,582.92
2	11/30/17			\$ 3,570.31	\$ -	\$ 3,570.31	\$ -	\$ 3,570.31
3	12/29/17			\$ 4,000.72	\$ 600.00	\$ 3,400.72	\$ -	\$ 4,000.72
4	1/31/18			\$ 14,831.96	\$ -	\$ 14,831.96	\$ -	\$ 14,831.96
DUE FROM DEVELOPER			\$ 46,498.27	\$ 72,484.18	\$ 42,537.02	\$ 29,947.16	\$ -	\$ 25,985.91

TOTAL DEVELOPER CONTRIBUTIONS FY18

\$ 29,947.16

—

2

Windward

Community Development District

FY17 Funding Request #5
August 9, 2017

Payee	General Fund
1 Governmental Management Services- CF, LLC Inv# 5 - Management Fees - August 2017	\$ 3,072.82
2 Latham, Shuker, Eden & Beaudine, LLC Inv# 77343 - General Counsel - June 2017	\$ 717.00
3 Walter Beeman Inv# WB042717 - Mileage Reimbursement - April 2017	\$ 52.97
Inv# WB062117 - Mileage Reimbursement - June 2017	\$ 52.97
Inv# WB071917 - Mileage Reimbursement - July 2017	\$ 52.97
4 Supervisor Fees July 19, 2017 Walter Beeman	\$ 215.30
Tom Franklin	\$ 215.30
<hr/>	
Total:	\$ 4,379.33

Please make check payable to:

Windward Community Development District
1412 S. Narcoossee Road
St.Cloud, FL 34771

Wire Funds To:

Windward CDD
SunTrust Bank, NA
ABA#061000104
Acct# 1000193639530
Contact: Kelly Lawler
(407) 237-1072

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

AUG 9 2017

Invoice #: 5
Invoice Date: 8/1/17
Due Date: 8/1/17
Case:
P.O. Number:

Bill To:
Windward CDD
135 W. Central Blvd
Suite 320
Orlando, FL 32801

Description	#	Hours/Qty	Rate	Amount
Management Fees August 2017	1	310.513	2,916.67	2,916.67
Office Supplies		51	23.70	23.70
Postage		42	23.25	23.25
Copies		425	109.20	109.20
Total				\$3,072.82
Payments/Credits				\$0.00
Balance Due				\$3,072.82

LATHAM, SHUKER, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

111 N. MAGNOLIA AVE, STE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801

July 18, 2017

Windward Community Development District
c/o GMS Central Florida
135 W. Central Boulevard, Suite 320
Orlando, FL 32810

JUL 19 2017

INVOICE

Matter ID: 9127-001
General

260
1-310-917-315

Invoice # 77343
Federal ID # 59-3366512

For Professional Services Rendered:

06/14/2017	ACD	Review Windward upcoming meeting agenda.	0.30 hr	\$73.50
06/21/2017	JAC	Travel to and attend Board of Supervisor's meeting; follow up with District Manager regarding obtaining Resolutions for Bond Issuance and Assessment Levy	1.60hr	\$552.00
06/21/2017	JAC	Prepare list of agenda action items for Board meeting	0.20hr	\$69.00
Total Professional Services:				\$694.50

For Disbursements Incurred:

06/30/2017	Document Reproduction Expense	\$22.50
Total Disbursements Incurred:		\$22.50

INVOICE SUMMARY

For Professional Services:	2.10 Hours	\$694.50
For Disbursements Incurred:		\$22.50
New Charges this Invoice:		\$717.00
Previous Balance:		\$1,480.72
Less Payment and Credits Received:		\$0.00
Outstanding Balance:		\$1,480.72
Plus New Charges this Invoice:		\$717.00
Total Due:		\$2,197.72

Billed Through: June 30, 2017

Mileage Log and Reimbursement Form - Windward CDD

#3 trip
6210-518-478 (Grand Per Diem)

Supervisor Name: **Walter Beeman**

Supervisor Signature: _____

District Manager Signature: *[Signature]*

Date: **5/4/17**

Rate Per Mile: **\$0.535**

For Period: **From 4/27/17 to 4/27/17**

Total Mileage: **99**

Total Reimbursement: **\$52.97**

Date	Starting Location	Destination	Description/Notes	Odometer Start	Odometer End	Mileage	Reimbursement
4/27/17	245 E. Hornbeam Drive, Longwood, FL 32779	305 Campus Street, Kissimmee, FL 34741	Windward CDD Meeting			99	\$52.97
Totals						99	\$52.97

Mileage Log and Reimbursement Form - Windward CDD

Supervisor Name
 Supervisor Signature
 District Manager Signature
 Date

Walter Beaman

 5/22/17

Rate Per Mile
 For Period
 Total Mileage
 Total Reimbursement

\$0.535
 From 6/21/17 to 6/21/17
 99
 \$52.97

Date	Starting Location	Destination	Description / Hours	Odometer Start	Odometer End	Mileage	Reimbursement
5/21/17	245 E. Hornbeam Drive, Longwood, FL 32779	305 Campus Street, Kissimmee, FL 34761	Windward CDD Meeting			99	\$52.97
Totals						99	\$52.97

4-2-17
 1-210-207-3426

Mileage Log and Reimbursement Form - Windward CDD

Supervisor Name: **Walter Beeman**

Supervisor Signature: _____

District Manager Signature: *[Signature]*

Date: *7/19/17*

Rate Per Mile: **\$0.535**

For Period: **From 7/19/17 to 7/19/17**

Total Mileage: **99**

Total Reimbursement: **\$52.97**

Date	Starting Location	Destination	Description/Notes	Odometer Start	Odometer End	Mileage	Reimbursement
7/19/17	245 E. Hornbeam Drive, Longwood, FL 32779	305 Campus Street, Kissimmee, FL 34741	Windward CDD Meeting			99	\$52.97
Totals						99	\$52.97

US 12 0719 11
513-426

Windward

Community Development District

FY17 Funding Request #6
August 25, 2017

Payee	General Fund FY2017	General Fund FY2018
1 EGIS Insurance Advisors, LLC Inv# 5949 - FY2018 Insurance Premium		\$ 5,000.00
2 Latham, Shuker, Eden & Beaudine, LLC Inv# 77626 - General Counsel - July 2017	\$ 3,177.52	
3 Orlando Sentinel Inv# 3342523 - Notice of Budget Adoption/Board Meeting - July 2017	\$ 560.00	
	\$ 3,737.52	\$ 5,000.00
	Total:	\$ 8,737.52

Please make check payable to:

Windward Community Development District
1412 S. Narcoossee Road
St.Cloud, FL 34771

Wire Funds To:

Windward CDD
SunTrust Bank, NA
ABA#061000104
Acct# 1000193639530
Contact: Kelly Lawler
(407) 237-1072



INVOICE

Customer	Windward Community Development District 718
Date	08/25/2017
Customer Service	Kristina Rudez
Page	1 of 1

Windward Community Development District
 c/o Governmental Management Services-CF, LLC
 135 W Central Blvd., Ste 320
 Orlando, FL 32801

Payment Information	
Invoice Summary	5,000.00
Payment Amount	
Payment for:	Invoice#5949 100117310

Customer: Windward Community Development District

Invoice	Effective	Transaction	Description	Amount
5949	10/01/2017	Renew policy	Policy #100117310 10/01/2017-10/01/2018 Florida Insurance Alliance POL,EPLI,EBL,Herb & Pest - Renew policy Due Date: 9/24/2017	5,000.00
				Total
				5,000.00

FOR PAYMENTS SENT OVERNIGHT:
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 56th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	(321)320-7665 cbtner@egisadvisors.com	Date 08/25/2017
---	--	--------------------

LATHAM, SHUKER, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

111 N. MAGNOLIA AVE, STE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801

August 11, 2017

AUG 14 2017

Windward Community Development District
c/o GMS Central Florida
135 W. Central Boulevard, Suite 320
Orlando, FL 32810

INVOICE

#24
1.710.513.315

Matter ID: 9127-001
General

Invoice # 77626
Federal ID # 59-3366512

For Professional Services Rendered:

07/05/2017	ACD	Draft resolution for upcoming meeting; email regarding community start up meeting.	1.40 hr	\$343.00
07/05/2017	JAC	Compile approved Resolutions and prepared revisions approved by Board at June meeting; updates to Assessment Resolution for Ratification	1.60hr	\$552.00
07/12/2017	ACD	Review prior meeting minutes and prepare for meeting.	0.50 hr	\$122.50
07/19/2017	ACD	Prepare for and attend Board Meeting.	2.90hr.	\$710.50
07/28/2017	ACD	Review proposed presentation to K Hov.; respond to comments on first supplemental trust indenture.	1.70hr	\$416.50
07/31/2017	ACD	Prepare for and attend sales meeting; give CDD presentation.	3.80 hr	\$931.00
07/31/2017	JAC	Review and comment on proposed final judgement; participate in "Four Seasons Start-Up meeting. [no charge for second attorney present]	0.20hr	\$69.00

Total Professional Services: \$3,144.50

For Disbursements Incurred:

07/06/2017		Check # 44148 JAN CARPENTER; Disbursement for JAC/9127-001/Travel to Organizational Board Meeting on 06.21.17		\$23.22
07/20/2017		Check # 44193 FEDEX; Invoice No.: 5-846-99400 - 06.16.17 (Windward / General) - Sent to Kenneth Cornia at Osceola County Board of County Commission - from JoAnna Sweeney w/LSEB		\$9.80

Total Disbursements Incurred: \$33.02

August 11, 2017

Matter ID: 9127-001

Invoice # 77626

Federal ID # 59-3366512

INVOICE SUMMARY

For Professional Services:	12.10 Hours	\$3,144.50
For Disbursements Incurred:		\$33.02
New Charges this Invoice:		<u>\$3,177.52</u>
<hr/>		
Previous Balance:		\$2,197.72
Less Payment and Credits Received:		\$0.00
Outstanding Balance:		<u>\$2,197.72</u>
Plus New Charges this Invoice:		<u>\$3,177.52</u>
Total Due:		\$5,375.24

Billed Through: July 31, 2017

Invoice & Summary

Billed Account Name: Windward Cdd
Billed Account Number: CU00595298
Invoice Number: 003342523
Amount: \$560.00
Billing Period: 07/01/17 - 07/31/17
Due Date: 08/30/17

INVOICE/SUMMARY

Page 1 of 2

Invoice & Summary Details

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
		Balance Forward				7,215.59
07/02/17		Payment Received:Ref# 0000000000000002				-2,464.51
07/03/17		Payment Received - Thank you!				-779.42
07/03/17		Payment Received - Thank you!				-748.76
07/24/17		Payment Received:Ref# 0000000000000004				-4,751.08
07/13/17		Adjustment, Pub Date -				1,528.18
Current Activity						
✓ 06/30/17	OSCM317198	Classified Listings, Online				560.00
✓ 07/07/17		135 W. Central Blvd 5040455				
		Total Current Advertising				560.00
					Total:	\$560.00



Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
560.00	0.00	0.00	0.00	0.00	0.00



Please detach and return this portion with your payment.

Orlando Sentinel
MEDIA GROUP

PO Box 100608
Atlanta, GA 30384-0608

Return Service Requested

Remittance Section

Billed Period: 07/01/17 - 07/31/17
Billed Account Name: Windward Cdd
Billed Account Number: CU00595298
Invoice Number: 003342523

For questions regarding this billing, or change of address notification, please contact Customer Care:

8380004993 PRESORT 4991 1 AB 0.400 P1C19



WINDWARD CDD
JAMIE-MARIE CORDER
135 W CENTRAL BLVD STE 320
ORLANDO FL 32801-2435

Orlando Sentinel
PO Box 100608
Atlanta, GA 30384-0608



Orlando Sentinel

Published Daily
ORANGE County, Florida

STATE OF FLORIDA

COUNTY OF ORANGE

Before the undersigned authority personally appeared Maria Torres / Sandra Silva, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11200-Misc. Legal, July 19, 2017 at 2:00 p.m. was published in said newspaper in the issues of Jun 30, 2017; Jul 07, 2017.

Affiant further says that the said ORLANDO SENTINEL is a newspaper published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebata, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

MAT
Signature of Affiant

Maria Torres
Printed Name of Affiant

Sworn to and subscribed before me on this 7 day of July, 2017,
by above Affiant, who is personally known to me (X) or who has produced identification ().

Cheryl Alli
Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

5040455

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2018 BUDGET AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors of the Municipal Community Development District will hold a public hearing on Wednesday, July 19, 2017 at 2:00 p.m. at West Orange Branch Library, 225 Sunset Street, Kissimmee, Florida 34740 for the purpose of hearing comments and objections on the adoption of the budget of the District for Fiscal Year 2018. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and business map may be obtained at the offices of the District Manager, located at the West Central Postoffice, 2214 2nd Avenue, Kissimmee, Florida 34741, Ph: (407) 891-2224, during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for Governmental Transparency District. The public hearing and meeting may be continued to a later time, and place to be specified in the notice of the meeting.

There may be occasions when Supervisors or staff may provide or discuss information.

Any person requesting specific recommendations of the meeting because of a disability or physical impairment should contact the District office at (407) 891-2224 at least ten (10) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-352-5273 for help in contacting the District office.

Each person who desires to appear and give testimony at the meeting should appear at the public hearing or meeting in advance and shall be given a copy of all comments and their supporting information. The person may also be given a written record of the proceedings in advance, including the testimony and evidence upon which such person is to be heard.

George S. Pilet
District Manager
Municipal Community Development Services -
West Central Postoffice, Kissimmee, Florida, LLC
District Manager

06/20/17 4:06 PM

Windward

Community Development District

FY17 Funding Request #7
September 25, 2017

	<u>Payee</u>		<u>General Fund FY2017</u>
1	Governmental Management Services-CF, LLC Inv# 6 - Management Fees - September 2017	\$	2,954.20
2	Latham, Shuker, Eden & Beaudine, LLC Inv# 78113 - General Counsel - August 2017	\$	130.10
		\$	3,084.30
		<u>Total:</u>	<u>\$ 3,084.30</u>

Please make check payable to:

Windward Community Development District
1412 S. Narcoossee Road
St.Cloud, FL 34771

Wire Funds To:

Windward CDD
SunTrust Bank, NA
ABA#061000104
Acct# 1000193639530
Contact: Kelly Lawler
(407) 237-1072

GMS-Central Florida, LLC
 1001 Bradford Way
 Kingston, TN 37763

Invoice

Invoice #: 6
 Invoice Date: 9/1/17
 Due Date: 9/1/17
 Case:
 P.O. Number:

Bill To:
 Windward CDD
 135 W. Central Blvd
 Suite 320
 Orlando, FL 32801

118

Description	Hours/Qty	Rate	Amount
Management Fees - September 2017	1.310	513.34	2,916.67
Office Supplies	.51		0.09
Postage	.42		9.66
Copies	.425		19.05
Telephone	.41		8.73
Total			\$2,954.20
Payments/Credits			\$0.00
Balance Due			\$2,954.20

LATHAM, SHUKER, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

111 N. MAGNOLIA AVE, STE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801

September 18, 2017

Windward Community Development District
c/o GMS Central Florida
135 W. Central Boulevard, Suite 320
Orlando, FL 32810

RECEIVED
SEP 19 2017

BY: _____

INVOICE

Matter ID: 9127-001
General

Invoice # 78113
Federal ID # 69-3366512

For Professional Services Rendered:

08/14/2017	ACD	Review proposed form of order regarding validation hearing; contact State Attorney.	0.30hr	\$73.50
Total Professional Services:				\$73.50

For Disbursements Incurred:

08/03/2017		Check # 44230 ANDREW D'ADESKY; Disbursement for JAC/9127-001/Andrew d'Adesky Travel to Board Meeting on 07.19.17		\$31.03
08/17/2017		Check # 44283 JAN CARPENTER; Disbursement for JAC/9127-001/Windward Launch Meeting on 07.31.17 at 7600 Mystic Dunes Lane, Celebration, FL		\$25.57
Total Disbursements Incurred:				\$56.60

INVOICE SUMMARY

For Professional Services:	0.30 Hours	\$73.50
For Disbursements Incurred:		\$56.60
New Charges this Invoice:		\$130.10
Previous Balance:		\$5,975.24
Less Payment and Credits Received:		\$2,197.72
Outstanding Balance:		\$3,177.52
Plus New Charges this Invoice:		\$130.10
Total Due:		\$3,307.62

Billed Through: August 31, 2017

Windward

Community Development District

FY18 Funding Request #1
October 24, 2017

Payee	General Fund FY2017	General Fund FY2018
1 Florida Department of Economic Opportunity Inv# 71222 - FY2018 Annual Special District Fee - October 2017		\$ 175.00
2 Governmental Management Services-CF, LLC Inv# 7 - Management Fees - October 2017		\$ 2,969.17
3 Latham, Shuker, Eden & Beaudine, LLC Inv# 78422 - General Counsel - September 2017	\$ 175.00	
4 Orlando Sentinel Inv# 3391831 - Notice of FY18 Meeting Dates - September 2017	\$ 263.75	
	\$ 438.75	\$ 3,144.17
	Total:	\$ 3,582.92

Please make check payable to:

Windward Community Development District
1412 S. Narcoossee Road
St.Cloud, FL 34771

Wire Funds To:

Windward CDD
SunTrust Bank, NA
ABA#061000104
Acct# 1000193639530
Contact: Kelly Lawler
(407) 237-1072

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2017/2018 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 71222			Date Invoiced: 10/02/2017
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/04/2017: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:

Windward Community Development District
 Ms. Jan Albanese Carpenter
 Latham, Shuker, Eden and Beaudine, LLP
 111 North Magnolia Avenue, Suite 1400
 Orlando, FL 32801



RECEIVED
 OCT 13 2017

- 2. Telephone: (407) 481-5800
- 3. Fax: (407) 481-5801
- 4. Email: jcarpenter@lseblaw.com
- 5. Status: Independent
- 6. Governing Body: Elected
- 7. Website Address: Not on file - please provide.
- 8. County(ies): Osceola
- 9. Function(s): Community Development
- 10. Boundary Map on File: 05/19/2017
- 11. Creation Document on File: 05/19/2017
- 12. Date Established: 04/11/2017
- 13. Creation Method: Local Ordinance
- 14. Local Governing Authority: Osceola County
- 15. Creation Document(s): County Ordinance 2017-21
- 16. Statutory Authority: Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds: Yes
- 18. Revenue Source(s): Assessments
- 19. Most Recent Update: 05/31/2017

BY: _____

#7
 1-310-513-54

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: _____ Date _____

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
 - 1. _____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
 - 2. _____ This special district is in compliance with the reporting requirements of the Department of Financial Services.
 - 3. _____ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2015/2016 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: _____ Denied: _____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

GMS-Central Florida, LLC
 1001 Bradford Way
 Kingston, TN 37763

Invoice

RECEIVED
 OCT 19 2017
 BY: _____

Invoice #: 7
Invoice Date: 10/2/17
Due Date: 10/2/17
Case:
P.O. Number:

Bill To:
 Windward CDD
 135 W. Central Blvd
 Suite 320
 Orlando, FL 32801

Description	# Inv	Hours/Qty	Rate	Amount
Management Fees - October 2017		1.310.513.34	2,916.67	2,916.67
Information Technology - October 2017		351	50.00	50.00
Office Supplies		51	0.15	0.15
Postage		42	2.35	2.35
Total				\$2,969.17
Payments/Credits				\$0.00
Balance Due				\$2,969.17

LATHAM, SHUKER, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

111 N. MAGNOLIA AVE, STE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801

October 13, 2017

Windward Community Development District
c/o GMS Central Florida
135 W. Central Boulevard, Suite 320
Orlando, FL 32810

RECEIVED
OCT 16 2017

BY: _____

#2
1710-517-315

INVOICE

Matter ID: 9127-001
General

Invoice # 78422
Federal ID # 59-3366512

For Professional Services Rendered:

09/15/2017	ACD	Review draft agenda and correspond regarding meeting.	0.50hr	\$122.50
09/27/2017	smm	Review property appraiser and official records for recorded ordinance and notice of establishment; email same.	0.50hr	\$52.50
			Total Professional Services:	\$175.00

INVOICE SUMMARY

For Professional Services:	1.00 Hours	\$175.00
New Charges this Invoice:		\$175.00
Previous Balance:		\$3,307.62
Less Payment and Credits Received:		\$3,177.52
Outstanding Balance:		\$130.10
Plus New Charges this Invoice:		\$175.00
Total Due:		\$305.10

Billed Through: September 30, 2017

Invoice & Summary

Billed Account Name: Windward Cdd
 Billed Account Number: CU00595298
 Invoice Number: 003391831
 Amount: \$263.75
 Billing Period: 09/01/17 - 09/30/17
 Due Date: 10/30/17

RECEIVED
OCT 06 2017

INVOICE/SUMMARY

BY: _____

Invoice & Summary Details

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
		Balance Forward				560.00
09/01/17		Payment Received:Ref# 0000000000000010				-560.00
		<i>Current Activity</i>				
✓ 09/22/17	OSCM332834	PO#Att: Jamie-Marie Corder Classified Listings, Online Notice of Meetings for Fiscal Year 2018 5202601				263.75
		Total Current Advertising				263.75

#4
1,310,917.48

Total: \$263.75

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
263.75	0.00	0.00	0.00	0.00	0.00



Please detach and return this portion with your payment.



PO Box 100608
Atlanta, GA 30384-0608

Return Service Requested

Remittance Section

Billed Period: 09/01/17 - 09/30/17
 Billed Account Name: Windward Cdd
 Billed Account Number: CU00595298
 Invoice Number: 003391831

For questions regarding this billing, or change of address notification, please contact Customer Care:

6348004984 PRESORT 4984 1 AB 0.400 P1C20



WINDWARD CDD
JAMIE-MARIE CORDER
135 W CENTRAL BLVD STE 320
ORLANDO FL 32801-2435

Orlando Sentinel
PO Box 100608
Atlanta, GA 30384-0608



Orlando Sentinel

Published Daily
ORANGE County, Florida

STATE OF FLORIDA

COUNTY OF OSCEOLA

Before the undersigned authority personally appeared Maria Torres / Tina L. Robinson / Jennifer Carter, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11150-Public Hearing Notice, Notice of Meetings for Fiscal Year 2018 was published in said newspaper in the issues of Sep 22, 2017.

Affiant further says that the said ORLANDO SENTINEL is a newspaper published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Signature of Affiant

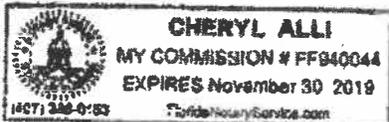
Maria Torres

Printed Name of Affiant

Sworn to and subscribed before me on this 29 day of September, 2017,
by above Affiant, who is personally known to me (X) or who has produced
identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

Windward

Community Development District

FY18 Funding Request #2
November 30, 2017

Payee	General Fund FY2018
1 Governmental Management Services-CF, LLC Inv# 8 - Management Fees - November 2017	\$ 2,970.31
2 Resort Pool Services Inv# 7530 - Fountain Services - October 2017	\$ 300.00
Inv# 7634 - Fountain Services - November 2017	\$ 300.00
	\$ 3,570.31
<hr/>	
Total:	\$ 3,570.31

Please make check payable to:

Windward Community Development District
1412 S. Narcoossee Road
St.Cloud, FL 34771

Wire Funds To:

Windward CDD
SunTrust Bank, NA
ABA#061000104
Acct# 1000193639530
Contact: Kelly Lawler
(407) 237-1072

GMS-Central Florida, LLC
 1001 Bradford Way
 Kingston, TN 37763

Invoice

Invoice #: 8
Invoice Date: 11/1/17
Due Date: 11/1/17
Case:
P.O. Number:

Bill To:
 Windward CDD
 135 W. Central Blvd
 Suite 320
 Orlando, FL 32801

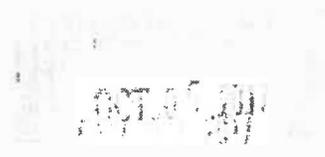
Description	#1 hnd	Hours/Qty	Rate	Amount
Management Fees - November 2017		1.310 · 513 · 34	2,916.67	2,916.67
Information Technology - November 2017		351	50.00	50.00
Office Supplies		51	0.06	0.06
Postage		42	1.03	1.03
Copies		425	2.55	2.55
Total				\$2,970.31
Payments/Credits				\$0.00
Balance Due				\$2,970.31



Resort Pool Services DBA
1171 Mesa Verde Court
Clermont, FL 34711 US
321-689-6210
r.mc@hotmail.com



Invoice 7530



BILL TO
WINDWARD

SHIP TO
WINDWARD

PLEASE PAY
\$300.00

ACTIVITY	QTY	RATE	AMOUNT
<u>Contract Pool Service</u> <u>Fountain service</u>	1	300.00	300.00

#6
1-320-538-4169

Resort Pool Services DBA
1171 Mesa Verde Court
Clermont, FL 34711 US
321-689-6210
r.mc@hotmail.com



Invoice 7634

OCT 3 2017

BY _____

BILL TO
WINDWARD

SHIP TO
WINDWARD

DATE
11/01/2017

PLEASE PAY
\$300.00

DUE DATE
12/01/2017

ACTIVITY	QTY	RATE	AMOUNT
Contract Pool Service <u>Fountain service</u>	1	300.00	300.00

TOTAL DUE

\$300.00

THANK YOU.

#6
1-320-578-469

Windward

Community Development District

FY18 Funding Request #3
December 29, 2017

Payee	General Fund FY2017	General Fund FY2018
1 Governmental Management Services-CF, LLC Inv# 9 - Management Fees - December 2017		\$ 2,967.32
2 Latham, Shuler, Eden & Beaudine, LLP Inv# 78956 - General Counsel - November 2017		\$ 433.40
3 Resort Pool Services Inv# 7480 - Fountain Services - August 2017	\$ 300.00	
Inv# 7480 - Fountain Services - September 2017	\$ 300.00	
	\$ 600.00	\$ 3,400.72
	Total:	\$ 4,000.72

Please make check payable to:

Windward Community Development District
1412 S. Narcoossee Road
St. Cloud, FL 34771

Wire Funds To:

Windward CDD
SunTrust Bank, NA
ABA#061000104
Acct# 1000193639530
Contact: Kelly Lawler
(407) 237-1072

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 9
Invoice Date: 12/1/17
Due Date: 12/1/17
Case:
P.O. Number:

Bill To:
Windward CDD
135 W. Central Blvd
Suite 320
Orlando, FL 32801

RECEIVED
DEC 3 6 2017
BY: _____

Description	#/hd	Hours/Qty	Rate	Amount
Management Fees - December 2017	1,310.34		2,916.67	2,916.67
Information Technology - December 2017	351		50.00	50.00
Office Supplies	51		0.03	0.03
Postage	42		0.47	0.47
Copies	428		0.15	0.15
Total				\$2,967.32
Payments/Credits				\$0.00
Balance Due				\$2,967.32

LATHAM, SHUKER, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

111 N. MAGNOLIA AVE, STE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801

PAID
12/13/17

December 08, 2017

Windward Community Development District
c/o GMS Central Florida
135 W. Central Boulevard, Suite 320
Orlando, FL 32810

#214
1,910.517.215

INVOICE

Matter ID: 9127-001
General

Invoice # 78956
Federal ID # 59-3366512

For Professional Services Rendered:

11/01/2017	ACD	Review and respond to issue involving filing of annual financial report and statutory filing requirements.	0.40 hr	\$98.00
11/03/2017	ACD	Draft Maintenance and License Agreement.	1.90 hr	\$465.50
Total Professional Services:				\$563.50

INVOICE SUMMARY

For Professional Services: 2.30 Hours \$563.50

\$563.50

Applied From Trust: \$0.00

Applied From Retainer: \$130.10

New Charges this Invoice: \$433.40

Previous Balance: \$306.10

Less Payment and Credits Received: \$130.10

Outstanding Balance: \$176.00

Plus New Charges this Invoice: \$433.40

Total Due: \$609.40

Billed Through: November 30, 2017

Resort Pool Services DBA
1171 Mesa Verde Court
Clermont, FL 34711 US
321-689-6210
r.mc@hotmail.com



Invoice 7480

9 2017

BILL TO
WINDWARD

SHIP TO
Four Seasons Fountains

DATE
09/14/2017

PLEASE PAY
\$600.00

DUE DATE
10/14/2017

P.O. NUMBER

SALES REP

ACTIVITY	QTY	RATE	AMOUNT
Contract Pool Service August Fountain service	1	300.00	300.00
Contract Pool Service September Fountain service	1	300.00	300.00

TOTAL DUE

\$600.00

THANK YOU.

#6
1-320-578-4160

Windward

Community Development District

FY18 Funding Request #4
January 31, 2018

Payee	General Fund FY2018
1 Down to Earth Inc.	
Inv# 57223R - Prorated Landscape Maintenance - November 2017	\$ 2,638.89
Inv# 57421 - Landscape Maintenance - December 2017	\$ 3,166.67
Inv# 57532 - Installation of Annuals/Soil - December 2017	\$ 2,522.00
Inv# 57826 - Landscape Maintenance - January 2018	\$ 3,166.67
2 Governmental Management Services-CF, LLC	
Inv# 10 - Management Fees - January 2018	\$ 2,966.67
Inv# 11 - Onsite Maintenance - January 2018	\$ 371.06
	\$ 14,831.96
<hr/>	
Total:	\$ 14,831.96

Please make check payable to:

Windward Community Development District
1412 S. Narcoossee Road
St.Cloud, FL 34771

Wire Funds To:

Windward CDD
SunTrust Bank, NA
ABA#061000104
Acct# 1000193639530
Contact: Kelly Lawler
(407) 237-1072

DOWN TO EARTH
P.O. BOX 738
TANGERINE, FL 32777



Landscape and
Irrigation Contractors

Invoice

Date	Invoice #
1/15/2018	57223R

Bill To
WINDWARD CDD
C/O GOVERNMENTAL MGMT SVCD - CFL, LLC
1412 S. NARCOOSSEE RD.
ST. CLOUD, FL 34771

RECEIVED
JAN 15 2018

BY: _____

Description	Terms	Project	
	Net 30	WINDWARD CDD	
	Qty	Rate	Amount
** WINDWARD CDD ** MONTHLY MAINTENANCE SERVICE - NOVEMBER PRORATED 11/6/17	1	2,638.89	2,638.89
#8 1-320-535 468			
			
Total			\$2,638.89

DOWN TO EARTH
P.O. BOX 738
TANGERINE, FL 32777



Invoice

Date	Invoice #
12/10/2017	57532

Bill To
WINDWARD CDD
C/O GOVERNMENTAL MGMT SVCD - CFL, LLC
1412 S. NARCOOSSEE RD.
ST. CLOUD, FL 34771

RECEIVED
JAN 15 2018

BY: _____

Description	Project		
	Terms	WINDWARD CDD	
	Qty	Rate	Amount
** WINDWARD CDD **			
WORK COMPLETED - PROPOSAL DATED - 12/6/17 - ENTRANCE AND BLVD/CDD AREA - COMPLETE THE WORK DISCUSSED WITH VALERIE	781	2.00	1,562.00
INSTALLATION OF ANNUALS	1	165.00	165.00
IRRIGATION ADJUSTMENTS	1	285.00	285.00
RECONFIGURE BEDS, REMOVAL/DISPOSAL OF MATERIAL AND PREP	1	135.00	135.00
ADDITIONAL SOIL MIX	3	45.00	135.00
ORANGE BIRD OF PARADISE 7 GALLON	16	15.00	240.00
DWARF IXORA 3 GALLON			
Total			\$2,522.00

* 8
320 538-467

DOWN TO EARTH
P.O. BOX 738
TANGERINE, FL 32777



Invoice

Date	Invoice #
1/10/2018	57826

Bill To
WINDWARD CDD
C/O GOVERNMENTAL MGMT SVCD - CFL, LLC
1412 S. NARCOOSSEE RD.
ST. CLOUD, FL 34771

RECEIVED
JAN 15 2018

BY:

Description	Terms		Project	
	Qty	Rate	Amount	
** WINDWARD CDD **				
MONTHLY MAINTENANCE SERVICE - JANUARY		3,166.67	3,166.67	
#8 320-538-468				
				
	Total		\$3,166.67	

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 10
Invoice Date: 1/2/18
Due Date: 1/2/18
Case:
P.O. Number:

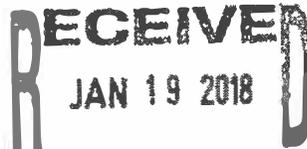
Bill To:
Windward CDD
135 W. Central Blvd
Suite 320
Orlando, FL 32801

Description	#1 WA	Hours/Qty	Rate	Amount
Management Fees January 2018	1.310-93-34		2,916.67	2,916.67
Information Technology January 2018	351		50.00	50.00
Total				\$2,966.67
Payments/Credits				\$0.00
Balance Due				\$2,966.67

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice



Invoice #: 11
Invoice Date: 1/18/18
Due Date: 1/18/18
Case:
P.O. Number:

Bill To:

Windward CDD
135 W. Central Blvd
Suite 320
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Labor <i>8 (hr)</i>	8	35.00	280.00
Mobilization Charge	1	25.00	25.00
Materials <i>320-538-47</i>		26.06	26.06
Equipment		40.00	40.00
<p>Four Seasons - Pressure washing and front entrance maintenance. Lower level of the guard tower was pressure washed. Landscape lighting was checked for functionality. Inoperable photocell was replaced.</p>			
			

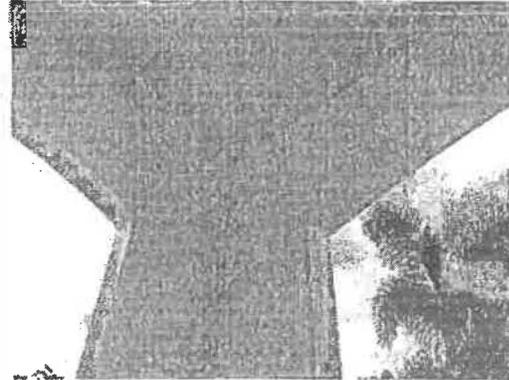
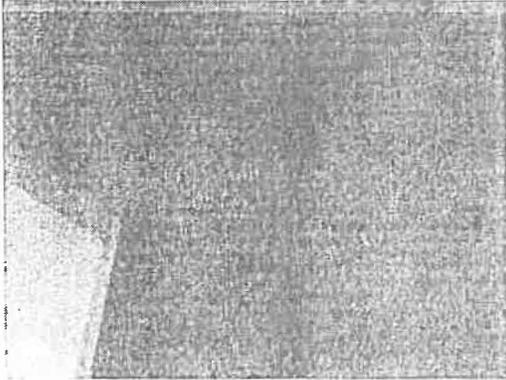
Total \$371.06

Payments/Credits \$0.00

Balance Due \$371.06

Scope of work Completed

1. The entire lower level of the guard house was pressure washed to remove dirt and cobwebs



2. Landscape lighting was checked. Inoperable photocell was replaced.

