

***Windward
Community Development District***

Agenda

May 17, 2023

AGENDA

Windward

Community Development District

219 East Livingston Street, Orlando, FL 32801

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

March 10, 2023

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, May 17, 2023 at 2:00 p.m. at 7813 Four Seasons Blvd., Kissimmee, Florida 34747.** Following is the agenda for the meeting:

Board of Supervisors Meeting

- I. Roll Call
- II. Public Comment Period
- III. Approval of Minutes of the March 15, 2023 Board of Supervisors Meeting
- IV. Public Hearing
 - A. Consideration of Resolution 2023-03 Rules Governing Parkway Areas
- V. Consideration of Resolution 2023-04 Approving the Fiscal Year 2024 Proposed Budget and Setting a Public Hearing
- VI. Consideration of Resolution 2023-05 Approving the Conveyance Documents Related To Series 2020A-1 and 2020A-2 Requisition No. 4
- VII. Discussion of Engineer's Report of Infrastructure Issues
- VIII. Discussion of Special Event Policy
- XI. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Presentation of Registered Voters- 625
 - D. Field Manager's Report
- X. Other Business
- XI. Supervisors' Requests
- XII. Adjournment

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, **March 15, 2023** at 2:00 p.m. at 7813 Four Seasons Boulevard, Kissimmee, Florida.

Present and constituting a quorum were:

Jimmy Clark	Chairman
Marvin Morris	Assistant Secretary
Carmen Renaud	Assistant Secretary

Also Present were:

Jason Showe	District Manager
Kristen Trucco	District Counsel
David Kelly	District Engineer
Andy Hatton	Field Manager
Rey Owen	Juniper Landscaping
Several residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the January 18,
2023 Meeting**

On MOTION by Mr. Morris seconded by Mr. Clark with all in favor the minutes of the January 18, 2023 meeting were approved.

FOURTH ORDER OF BUSINESS

**Resolution 2023-03 Setting Public Hearing
Regarding Rule Amendment**

Mr. Showe stated the resolution in your agenda package would set the public hearing April 19th, which is your next meeting. We have the proposed budget scheduled for your May meeting and you may want to schedule the rule hearing for that same date.

Ms. Trucco outlined the provisions of the resolution regarding maintenance of the parkway.

A resident stated it has been my understanding that the CDD will take care of that area and not the HOA.

Mr. Morris stated Juniper has been hired by the HOA and the CDD and they will maintain the area between the sidewalk and the street it is just a matter of where the money is going to come from and how that is divided between the HOA and the CDD. The work will be done either way.

On MOTION by Mr. Clark seconded by Mr. Morris with all in favor Resolution 2023-03 setting the public hearing for May 17, 2023 was approved.
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FIFTH ORDER OF BUSINESS

**Consideration of Automatic Gate System
Proposal with ACS**

Mr. Hatton stated this proposal is to perform preventative maintenance on the gate system.

Mr. Morris asked will this improve gate access?

Mr. Hatton responded it doesn't have anything to do with access. The CDD's responsibility it to ensure those machines are working.

Mr. Showe stated the HOA is responsible for gate access.

On MOTION by Mr. Morris seconded by Ms. Renaud with all in favor the agreement with ACS in the amount of \$1,710 for twice a year service was approved.

SIXTH ORDER OF BUSINESS

**Ratification of Temporary Access Agreement
with American Pools & Spas**

Mr. Showe stated next is ratification of a temporary access agreement between the CDD and American Pools & Spas who is putting in a pool at 1651 Key Bay Trail.

On MOTION by Mr. Clark seconded by Mr. Morris with all in favor the temporary access agreement with American Pools & Spas for 1651 Key Bay Trail was ratified.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

Mr. Kelly gave an update on construction.

C. Manager

i. Approval of Check Register

On MOTION by Mr. Morris seconded by Mr. Clark with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

D. Field Operations

Mr. Owen gave an overview of the work accomplished since the last meeting working in conjunction with Mr. Hatton.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisor's Requests

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Clark seconded by Mr. Morris with all in favor the meeting adjourned at 2:32 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

to be provided under separate cover

SECTION V

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDWARD COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Windward Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year ending September 30, 2024 (“**Fiscal Year 2023**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 16, 2023

HOOR: 2:00 PM

LOCATION: 7813 Four Seasons Blvd
Kissimmee, FL 34747

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget

on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2023.

ATTEST:

**WINDWARD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2024 Proposed Budget

Exhibit A
Fiscal Year 2024 Proposed Budget

Windward
Community Development District

Proposed Budget
FY 2024



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Windward

Community Development District

Proposed Budget General Fund

Description	Adopted Budget FY2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY2024
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Revenues

Assessments - Tax Roll/Direct	\$ 649,775	\$ 612,826	\$ 36,949	\$ 649,775	\$ 1,175,661
Deficit Funding	\$ 424,269	\$ 109,064	\$ 107,799	\$ 216,863	\$ -

Total Revenues	\$ 1,074,044	\$ 721,890	\$ 144,748	\$ 866,638	\$ 1,175,661
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Expenditures

Administrative

Supervisors Fees	\$ 4,800	\$ -	\$ 2,400	\$ 2,400	\$ 4,800
FICA Expense	\$ 367	\$ -	\$ 184	\$ 184	\$ 367
Engineering	\$ 16,000	\$ 4,620	\$ 11,380	\$ 16,000	\$ 16,000
Attorney	\$ 25,000	\$ 8,165	\$ 12,500	\$ 20,665	\$ 25,000
Arbitrage	\$ 900	\$ 900	\$ -	\$ 900	\$ 900
Dissemination	\$ 8,950	\$ 5,575	\$ 3,525	\$ 9,100	\$ 9,620
Annual Audit	\$ 6,400	\$ -	\$ 6,400	\$ 6,400	\$ 6,500
Trustee Fees	\$ 7,758	\$ 8,008	\$ -	\$ 8,008	\$ 8,008
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,300
Management Fees	\$ 38,988	\$ 19,494	\$ 19,494	\$ 38,988	\$ 41,327
Information Technology	\$ 1,750	\$ 875	\$ 875	\$ 1,750	\$ 1,855
Website Maintenance	\$ 1,000	\$ 500	\$ 500	\$ 1,000	\$ 1,060
Telephone	\$ 250	\$ -	\$ 125	\$ 125	\$ 125
Postage	\$ 800	\$ 190	\$ 400	\$ 590	\$ 800
Travel Per Diem	\$ 660	\$ -	\$ 330	\$ 330	\$ 660
Printing & Binding	\$ 500	\$ 27	\$ 250	\$ 277	\$ 500
Insurance	\$ 6,684	\$ 5,988	\$ -	\$ 5,988	\$ 6,886
Legal Advertising	\$ 1,500	\$ 645	\$ 750	\$ 1,395	\$ 1,500
Other Current Charges	\$ 2,000	\$ 265	\$ 500	\$ 765	\$ 2,000
Office Supplies	\$ 150	\$ 2	\$ 20	\$ 22	\$ 150
Property Appraiser	\$ 500	\$ 252	\$ -	\$ 252	\$ 500
Property Taxes	\$ 250	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175

Total Administrative	\$ 130,382	\$ 60,681	\$ 59,633	\$ 120,314	\$ 134,034
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Windward

Community Development District

Proposed Budget General Fund

Description	Adopted Budget FY2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY2024
<i><u>Operation & Maintenance</u></i>					
Field Services	\$ 16,709	\$ 8,355	\$ 8,355	\$ 16,709	\$ 17,712
Facility Maintenance	\$ 10,000	\$ 484	\$ 5,000	\$ 5,484	\$ 10,000
Telephone	\$ 3,500	\$ -	\$ -	\$ -	\$ -
Electric	\$ 144,538	\$ 63,324	\$ 64,200	\$ 127,524	\$ 158,992
Water & Sewer	\$ 483,450	\$ 157,737	\$ 180,000	\$ 337,737	\$ 531,795
Security Building Maintenance	\$ 10,000	\$ 2,770	\$ 7,230	\$ 10,000	\$ 10,000
Landscape Maintenance	\$ 195,965	\$ 73,416	\$ 73,416	\$ 146,832	\$ 195,965
Landscape Contingency	\$ 25,000	\$ 27,205	\$ 12,500	\$ 39,705	\$ 40,000
Property Insurance	\$ 3,200	\$ 3,776	\$ -	\$ 3,776	\$ 5,664
Fountain Maintenance	\$ 4,200	\$ 5,810	\$ 4,800	\$ 10,610	\$ 14,600
Lake Maintenance	\$ 9,000	\$ 3,650	\$ 2,100	\$ 5,750	\$ 9,000
Irrigation Repairs	\$ 25,000	\$ 11,329	\$ 10,800	\$ 22,129	\$ 25,000
Lighting Maintenance	\$ 2,500	\$ -	\$ 1,250	\$ 1,250	\$ 2,500
Monument Maintenance	\$ 1,400	\$ -	\$ 700	\$ 700	\$ 1,400
Roadway Maintenance	\$ 2,200	\$ 7,275	\$ 1,100	\$ 8,375	\$ 9,000
Contingency	\$ 7,000	\$ 6,242	\$ 3,500	\$ 9,742	\$ 10,000
<u>Total Operation & Maintenance</u>	\$ 943,662	\$ 371,374	\$ 374,950	\$ 746,324	\$ 1,041,628
Total Expenditures	\$ 1,074,044	\$ 432,055	\$ 434,583	\$ 866,638	\$ 1,175,661
Excess Revenues/(Expenditures)	\$ -	\$ 289,835	\$ (289,835)	\$ -	\$ -

Net Assessment	\$ 1,175,661
Collection Cost (6%)	\$ 75,042
Gross Assessment	\$ 1,250,703

Number of Units 553

Gross Per Unit	\$ 2,262
Net Per Unit	\$ 2,126

Gross Per Unit Comparison		
FY2023 Gross	FY2024 Gross	Increase/(Decrease)
\$ 1,250	\$ 2,262	\$ 1,012

Windward
Community Development District
GENERAL FUND BUDGET

REVENUES:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to received \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The District anticipates 12 meetings per year, with 2 Board members receiving payment for their attendance at each meeting.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from the Board of Supervisor checks.

Engineering

The District's engineer, Poulos & Bennett, will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review of invoices and requisitions, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Latham, Shuker, Eden & Beaudine, will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Arbitrage

The District has contracted with AMTEC an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2018A-1, 2018A-2, 2020-A1, and 2020-A2 Special Assessment Revenue Bonds.

Windward
Community Development District
GENERAL FUND BUDGET

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. Governmental Management Services – Central Florida, LLC provides these services.

Description	Monthly	Annual
Dissemination	\$618.33	\$7,420
Re-Amortization		\$2,000
Total		\$9,620

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. Grau & Associates provides these services.

Trustee Fees

The District will pay annual trustee fees for the Series 2018A-1, 2018A-2, 2020A-1 & 2020A-2 Special Assessment Revenue Bonds that are deposited with a Trustee at USBank.

Assessment Administration

The District has contracted with Governmental Management Services-CF, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services – Central Florida, LLC provides these systems.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services – Central Florida, LLC provides these services.

Windward
Community Development District
GENERAL FUND BUDGET

Telephone

Telephone and fax machine.

Postage

The District incurs charges for mailing of agenda packages, overnight deliveries, checks for vendors and other required correspondence.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

The District's general liability and public officials liability insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.

Other Current Charges

Represents any miscellaneous expenses incurred during the fiscal year such as bank fees, deposit slips, stop payments, etc.

Office Supplies

The District incurs charges for office supplies that need to be purchased during the fiscal year.

Property Appraiser

Represents a fee charged by Osceola County Property Appraiser's office for assessment administration services.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Windward
Community Development District
GENERAL FUND BUDGET

Operation and Maintenance:

Field Services

Governmental Management Services – Central Florida, LLC provides onsite field management of contracts for the District such as landscape and lake maintenance. Services to include bimonthly onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Facility Maintenance

Represents estimated costs for facility maintenance.

Electric

Represents estimated costs for electrical accounts with Duke Energy for entrance lighting, irrigation meters and other District areas.

Water & Sewer

Represents estimated costs for water & sewer services with Toho Water Authority for fountain, guardhouse, irrigation meters and other District areas.

Security Building Maintenance

Represents estimated costs for any repairs and maintenance to the guardhouse.

Landscape Maintenance

The District will maintain the landscaping within the common areas of the District after installation of landscape material has been completed. Juniper Landscaping of Florida, LLC provides these services.

Description	Monthly	Annual
Landscape Maintenance	\$12,236	\$146,832
Contingency		\$49,133
Total		\$195,965

Landscape Contingency

Represents estimated costs for any additional landscape expenses not covered under the monthly landscape maintenance contract.

Property Insurance

Represents estimated costs for the annual coverage of property insurance. Coverage will be provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Windward
Community Development District
GENERAL FUND BUDGET

Fountain Maintenance

The District will schedule the regularly cleaning and treatment of the fountain maintained by the District. The District will be contracting with Sitex Aquatics, LLC.

Description	Monthly	Annual
Fountain Maintenance	\$800	\$9,600
Contingency		\$5,000
Total		\$14,600

Lake Maintenance

Represents estimated costs for the maintenance of any ponds and lakes located within the District. Aquatic Weed Management, Inc provides these services.

Irrigation Repairs

Represents estimated costs for any repairs to the irrigation system.

Lighting Maintenance

Represents estimated repair and maintenance cost to all lighting fixtures maintained by the District.

Monument Maintenance

Represents estimated costs for any repairs to monuments within the District.

Roadway Maintenance

Represents estimated costs for any sidewalk or roadway maintenance for areas maintained by the District.

Contingency

Represents any additional field expense that may not have been provided for in the budget.

Windward
Community Development District
Proposed Budget
Debt Service Fund
Series 2018 A-1

Description	Adopted Budget FY2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY2024
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Revenues

Special Assessments - 2018 A1	\$ 243,460	\$ 240,181	\$ 3,467	\$ 243,648	\$ 243,648
Interest Income	\$ 250	\$ 2,082	\$ 694	\$ 2,776	\$ 250
Carry Forward Surplus	\$ 107,045	\$ 111,277	\$ -	\$ 111,277	\$ 115,237
Total Revenues	\$ 350,755	\$ 353,541	\$ 4,161	\$ 357,702	\$ 359,135

Expenditures

Series 2018A-1

Interest - 11/1	\$ 93,733	\$ 93,733	\$ -	\$ 93,733	\$ 92,495
Principal - 5/1	\$ 55,000	\$ -	\$ 55,000	\$ 55,000	\$ 60,000
Interest - 5/1	\$ 93,733	\$ -	\$ 93,733	\$ 93,733	\$ 92,495
Total Expenditures	\$ 242,465	\$ 93,733	\$ 148,733	\$ 242,465	\$ 244,990
Excess Revenues/(Expenditures)	\$ 108,290	\$ 259,808	\$ (144,572)	\$ 115,237	\$ 114,145

*Carry forward less amount in Reserve funds.

Series 2018A-1

Interest - 11/1/2024	\$90,965
Total	\$90,965

Number of Units	Net per Unit	Net Assessment
270	\$902	\$243,648

Windward
Community Development District
Series 2018 A-1 Special Assessment Bonds
Amortization Schedule

Date		Balance	Principal		Interest		Total
11/01/23	\$	3,255,000.00	\$	-	\$	92,495.00	\$ 241,227.50
05/01/24	\$	3,255,000.00	\$	60,000.00	\$	92,495.00	
11/01/24	\$	3,195,000.00	\$	-	\$	90,965.00	\$ 243,460.00
05/01/25	\$	3,195,000.00	\$	60,000.00	\$	90,965.00	
11/01/25	\$	3,135,000.00	\$	-	\$	89,435.00	\$ 240,400.00
05/01/26	\$	3,135,000.00	\$	65,000.00	\$	89,435.00	
11/01/26	\$	3,070,000.00	\$	-	\$	87,777.50	\$ 242,212.50
05/01/27	\$	3,070,000.00	\$	65,000.00	\$	87,777.50	
11/01/27	\$	3,005,000.00	\$	-	\$	86,120.00	\$ 238,897.50
05/01/28	\$	3,005,000.00	\$	70,000.00	\$	86,120.00	
11/01/28	\$	2,935,000.00	\$	-	\$	84,335.00	\$ 240,455.00
05/01/29	\$	2,935,000.00	\$	75,000.00	\$	84,335.00	
11/01/29	\$	2,860,000.00	\$	-	\$	82,422.50	\$ 241,757.50
05/01/30	\$	2,860,000.00	\$	80,000.00	\$	82,422.50	
11/01/30	\$	2,780,000.00	\$	-	\$	80,142.50	\$ 242,565.00
05/01/31	\$	2,780,000.00	\$	85,000.00	\$	80,142.50	
11/01/31	\$	2,695,000.00	\$	-	\$	77,720.00	\$ 242,862.50
05/01/32	\$	2,695,000.00	\$	90,000.00	\$	77,720.00	
11/01/32	\$	2,605,000.00	\$	-	\$	75,155.00	\$ 242,875.00
05/01/33	\$	2,605,000.00	\$	95,000.00	\$	75,155.00	
11/01/33	\$	2,510,000.00	\$	-	\$	72,447.50	\$ 242,602.50
05/01/34	\$	2,510,000.00	\$	100,000.00	\$	72,447.50	
11/01/34	\$	2,410,000.00	\$	-	\$	69,597.50	\$ 242,045.00
05/01/35	\$	2,410,000.00	\$	105,000.00	\$	69,597.50	
11/01/35	\$	2,305,000.00	\$	-	\$	66,605.00	\$ 241,202.50
05/01/36	\$	2,305,000.00	\$	110,000.00	\$	66,605.00	
11/01/36	\$	2,195,000.00	\$	-	\$	63,470.00	\$ 240,075.00
05/01/37	\$	2,195,000.00	\$	115,000.00	\$	63,470.00	
11/01/37	\$	2,080,000.00	\$	-	\$	60,192.50	\$ 238,662.50
05/01/38	\$	2,080,000.00	\$	125,000.00	\$	60,192.50	
11/01/38	\$	1,955,000.00	\$	-	\$	56,630.00	\$ 241,822.50
05/01/39	\$	1,955,000.00	\$	130,000.00	\$	56,630.00	
11/01/39	\$	1,825,000.00	\$	-	\$	52,925.00	\$ 239,555.00
05/01/40	\$	1,825,000.00	\$	140,000.00	\$	52,925.00	
11/01/40	\$	1,685,000.00	\$	-	\$	48,865.00	\$ 241,790.00
05/01/41	\$	1,685,000.00	\$	145,000.00	\$	48,865.00	
11/01/41	\$	1,540,000.00	\$	-	\$	44,660.00	\$ 238,525.00
05/01/42	\$	1,540,000.00	\$	155,000.00	\$	44,660.00	
11/01/42	\$	1,385,000.00	\$	-	\$	40,165.00	\$ 239,825.00
05/01/43	\$	1,385,000.00	\$	165,000.00	\$	40,165.00	
11/01/43	\$	1,220,000.00	\$	-	\$	35,380.00	\$ 240,545.00

Windward
Community Development District
Series 2018 A-1 Special Assessment Bonds
Amortization Schedule

Date		Balance	Principal		Interest		Total
05/01/44	\$	1,220,000.00	\$	175,000.00	\$	35,380.00	
11/01/44	\$	1,045,000.00	\$	-	\$	30,305.00	\$ 240,685.00
05/01/45	\$	1,045,000.00	\$	185,000.00	\$	30,305.00	
11/01/45	\$	860,000.00	\$	-	\$	24,940.00	\$ 240,245.00
05/01/46	\$	860,000.00	\$	195,000.00	\$	24,940.00	
11/01/46	\$	665,000.00	\$	-	\$	19,285.00	\$ 239,225.00
05/01/47	\$	665,000.00	\$	210,000.00	\$	19,285.00	
11/01/47	\$	455,000.00	\$	-	\$	13,195.00	\$ 242,480.00
05/01/48	\$	455,000.00	\$	220,000.00	\$	13,195.00	
11/01/48	\$	235,000.00	\$	-	\$	6,815.00	\$ 240,010.00
05/01/49	\$	235,000.00	\$	235,000.00	\$	6,815.00	\$ 241,815.00
			\$	3,310,000.00	\$	3,291,555.00	\$ 6,746,412.50

Windward
Community Development District
Proposed Budget
Debt Service Fund
Series 2018 A-2

Description	Adopted Budget FY2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY2024
<u>Revenues</u>					
Special Assessments - 2018 A2	\$ 205	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ -	\$ 4	\$ -	\$ 4	\$ -
Carry Forward Surplus	\$ 7,115	\$ 5,142	\$ -	\$ 5,142	\$ 0
Total Revenues	\$ 7,320	\$ 5,145	\$ -	\$ 5,145	\$ 0
<u>Expenditures</u>					
<u>Series 2018A-2</u>					
Special Call - 11/1	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -
Interest - 11/1	\$ 145	\$ 145	\$ -	\$ 145	\$ -
Total Expenditures	\$ 5,145	\$ 5,145	\$ -	\$ 5,145	\$ -
Excess Revenues/(Expenditures)	\$ 2,175	\$ 0	\$ -	\$ 0	\$ 0

*Carry forward less amount in Reserve funds.

Windward
Community Development District
Proposed Budget
Debt Service Fund
Series 2020 A-1

Description	Adopted Budget FY2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY2024
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Revenues

Special Assessments - 2020 A1	\$ 255,313	\$ 230,470	\$ 24,910	\$ 255,379	\$ 255,379
Interest Income	\$ -	\$ 2,742	\$ 914	\$ 3,656	\$ -
Carry Forward Surplus	\$ 91,392	\$ 88,542	\$ -	\$ 88,542	\$ 91,325
Total Revenues	\$ 346,705	\$ 321,754	\$ 25,824	\$ 347,578	\$ 346,705

Expenditures

Series 2020A-1

Interest - 11/1	\$ 88,126	\$ 88,126	\$ -	\$ 88,126	\$ 86,926
Principal - 5/1	\$ 80,000	\$ -	\$ 80,000	\$ 80,000	\$ 80,000
Interest - 5/1	\$ 88,126	\$ -	\$ 88,126	\$ 88,126	\$ 86,926
Total Expenditures	\$ 256,253	\$ 88,126	\$ 168,126	\$ 256,253	\$ 253,853
Excess Revenues/(Expenditures)	\$ 90,452	\$ 233,628	\$ (142,302)	\$ 91,325	\$ 92,852

*Carry forward less amount in Reserve funds.

<u>Series 2020 A-1</u>	
Interest - 11/1/2024	\$85,726
Total	\$85,726

Number of Units	Net per Unit	Net Assessment
283	\$902	\$255,379

Windward
Community Development District
Series 2020 A-1 Special Assessment Bonds
Amortization Schedule

Date		Balance	Prinicipal	Interest	Total
11/01/23	\$	4,075,000.00	\$ -	\$ 86,926.25	\$ 255,052.50
05/01/24	\$	4,075,000.00	\$ 80,000.00	\$ 86,926.25	\$ -
11/01/24	\$	3,995,000.00	\$ -	\$ 85,726.25	\$ 252,652.50
05/01/25	\$	3,995,000.00	\$ 85,000.00	\$ 85,726.25	\$ -
11/01/25	\$	3,910,000.00	\$ -	\$ 84,451.25	\$ 255,177.50
05/01/26	\$	3,910,000.00	\$ 85,000.00	\$ 84,451.25	\$ -
11/01/26	\$	3,825,000.00	\$ -	\$ 82,900.00	\$ 252,351.25
05/01/27	\$	3,825,000.00	\$ 90,000.00	\$ 82,900.00	\$ -
11/01/27	\$	3,735,000.00	\$ -	\$ 81,257.50	\$ 254,157.50
05/01/28	\$	3,735,000.00	\$ 90,000.00	\$ 81,257.50	\$ -
11/01/28	\$	3,645,000.00	\$ -	\$ 79,615.00	\$ 250,872.50
05/01/29	\$	3,645,000.00	\$ 95,000.00	\$ 79,615.00	\$ -
11/01/29	\$	3,550,000.00	\$ -	\$ 77,881.25	\$ 252,496.25
05/01/30	\$	3,550,000.00	\$ 100,000.00	\$ 77,881.25	\$ -
11/01/30	\$	3,450,000.00	\$ -	\$ 76,056.25	\$ 253,937.50
05/01/31	\$	3,450,000.00	\$ 105,000.00	\$ 76,056.25	\$ -
11/01/31	\$	3,345,000.00	\$ -	\$ 73,825.00	\$ 254,881.25
05/01/32	\$	3,345,000.00	\$ 110,000.00	\$ 73,825.00	\$ -
11/01/32	\$	3,235,000.00	\$ -	\$ 71,487.50	\$ 255,312.50
05/01/33	\$	3,235,000.00	\$ 110,000.00	\$ 71,487.50	\$ -
11/01/33	\$	3,125,000.00	\$ -	\$ 69,150.00	\$ 250,637.50
05/01/34	\$	3,125,000.00	\$ 115,000.00	\$ 69,150.00	\$ -
11/01/34	\$	3,010,000.00	\$ -	\$ 66,706.25	\$ 250,856.25
05/01/35	\$	3,010,000.00	\$ 120,000.00	\$ 66,706.25	\$ -
11/01/35	\$	2,890,000.00	\$ -	\$ 64,156.25	\$ 250,862.50
05/01/36	\$	2,890,000.00	\$ 125,000.00	\$ 64,156.25	\$ -
11/01/36	\$	2,765,000.00	\$ -	\$ 61,500.00	\$ 250,656.25
05/01/37	\$	2,765,000.00	\$ 135,000.00	\$ 61,500.00	\$ -
11/01/37	\$	2,630,000.00	\$ -	\$ 58,631.25	\$ 255,131.25
05/01/38	\$	2,630,000.00	\$ 140,000.00	\$ 58,631.25	\$ -
11/01/38	\$	2,490,000.00	\$ -	\$ 55,656.25	\$ 254,287.50
05/01/39	\$	2,490,000.00	\$ 145,000.00	\$ 55,656.25	\$ -
11/01/39	\$	2,345,000.00	\$ -	\$ 52,575.00	\$ 253,231.25
05/01/40	\$	2,345,000.00	\$ 150,000.00	\$ 52,575.00	\$ -
11/01/40	\$	2,195,000.00	\$ -	\$ 49,387.50	\$ 251,962.50
05/01/41	\$	2,195,000.00	\$ 160,000.00	\$ 49,387.50	\$ -
11/01/41	\$	2,035,000.00	\$ -	\$ 45,787.50	\$ 255,175.00
05/01/42	\$	2,035,000.00	\$ 165,000.00	\$ 45,787.50	\$ -
11/01/42	\$	1,870,000.00	\$ -	\$ 42,075.00	\$ 252,862.50
05/01/43	\$	1,870,000.00	\$ 175,000.00	\$ 42,075.00	\$ -
11/01/43	\$	1,695,000.00	\$ -	\$ 38,137.50	\$ 255,212.50
05/01/44	\$	1,695,000.00	\$ 180,000.00	\$ 38,137.50	\$ -
11/01/44	\$	1,515,000.00	\$ -	\$ 34,087.50	\$ 252,225.00
05/01/45	\$	1,515,000.00	\$ 190,000.00	\$ 34,087.50	\$ -
11/01/45	\$	1,325,000.00	\$ -	\$ 29,812.50	\$ 253,900.00
05/01/46	\$	1,325,000.00	\$ 200,000.00	\$ 29,812.50	\$ -
11/01/46	\$	1,125,000.00	\$ -	\$ 25,312.50	\$ 255,125.00
05/01/47	\$	1,125,000.00	\$ 205,000.00	\$ 25,312.50	\$ -
11/01/47	\$	920,000.00	\$ -	\$ 20,700.00	\$ 251,012.50
05/01/48	\$	920,000.00	\$ 215,000.00	\$ 20,700.00	\$ -
11/01/48	\$	705,000.00	\$ -	\$ 15,862.50	\$ 251,562.50

Windward
Community Development District
Series 2020 A-1 Special Assessment Bonds
Amortization Schedule

Date		Balance	Principal		Interest		Total
05/01/49	\$	705,000.00	\$	225,000.00	\$	15,862.50	\$ -
11/01/49	\$	480,000.00	\$	-	\$	10,800.00	\$ 251,662.50
05/01/50	\$	480,000.00	\$	235,000.00	\$	10,800.00	\$ -
11/1/50	\$	245,000.00	\$	-	\$	5,512.50	\$ 251,312.50
5/1/51	\$	245,000.00	\$	245,000.00	\$	5,512.50	\$ 250,512.50
			\$	4,155,000.00	\$	3,268,205.00	\$ 7,587,456.25

Windward
Community Development District
Proposed Budget
Debt Service Fund
Series 2020 A-2

Description	Adopted Budget FY2023	Actuals Thru 3/31/23	Projected Next 6 Months	Projected Thru 9/30/23	Proposed Budget FY2024
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Revenues

Special Assessments - 2020 A2	\$ 260,040	\$ -	\$ 183,370	\$ 183,370	\$ 174,680
Assessments - Prepayment	\$ -	\$ 1,418,132	\$ -	\$ 1,418,132	\$ -
Interest Income	\$ -	\$ 6,659	\$ 2,220	\$ 8,879	\$ -
Carry Forward Surplus	\$ 378,728	\$ 678,563	\$ -	\$ 678,563	\$ 111,069
Total Revenues	\$ 638,768	\$ 2,103,355	\$ 185,590	\$ 2,288,944	\$ 285,749

Expenditures

Series 2018A-2

Interest - 11/1	\$ 130,020	\$ 130,020	\$ -	\$ 130,020	\$ 87,340
Special Call - 11/1	\$ -	\$ 485,000	\$ -	\$ 485,000	\$ -
Interest - 2/1	\$ -	\$ 11,495	\$ -	\$ 11,495	\$ -
Special Call - 2/1	\$ -	\$ 1,045,000	\$ -	\$ 1,045,000	\$ -
Interest - 5/1	\$ 130,020	\$ -	\$ 96,360	\$ 96,360	\$ 87,340
Special Call - 5/1	\$ -	\$ -	\$ 410,000	\$ 410,000	\$ -
Total Expenditures	\$ 260,040	\$ 1,671,515	\$ 506,360	\$ 2,177,875	\$ 174,680

Excess Revenues/(Expenditures)	\$ 378,728	\$ 431,840	\$ (320,770)	\$ 111,069	\$ 111,069
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*Carry forward less amount in Reserve funds.

<u>Series 2020 A-2</u>	
Interest - 11/1/2024	<u>\$87,340</u>
Total	<u>\$87,340</u>

Windward
Community Development District
Series 2020 A-2 Special Assessment Bonds
Amortization Schedule

DATE		BALANCE	PRINCIPAL		INTEREST		TOTAL
11/01/23	\$	3,970,000.00	\$	-	\$	87,340.00	\$ 87,340.00
05/01/24	\$	3,970,000.00	\$	-	\$	87,340.00	
11/01/24	\$	3,970,000.00	\$	-	\$	87,340.00	\$ 174,680.00
05/01/25	\$	3,970,000.00	\$	-	\$	87,340.00	
11/01/25	\$	3,970,000.00	\$	-	\$	87,340.00	\$ 174,680.00
05/01/26	\$	3,970,000.00	\$	-	\$	87,340.00	
11/01/26	\$	3,970,000.00	\$	-	\$	87,340.00	\$ 174,680.00
05/01/27	\$	3,970,000.00	\$	-	\$	87,340.00	
11/01/27	\$	3,970,000.00	\$	-	\$	87,340.00	\$ 174,680.00
05/01/28	\$	3,970,000.00	\$	-	\$	87,340.00	
11/01/28	\$	3,970,000.00	\$	-	\$	87,340.00	\$ 174,680.00
05/01/29	\$	3,970,000.00	\$	-	\$	87,340.00	
11/01/29	\$	3,970,000.00	\$	-	\$	87,340.00	\$ 174,680.00
05/01/30	\$	3,970,000.00	\$	-	\$	87,340.00	
11/01/30	\$	3,970,000.00	\$	-	\$	87,340.00	\$ 174,680.00
05/01/31	\$	3,970,000.00	\$	-	\$	87,340.00	
11/01/31	\$	3,970,000.00	\$	-	\$	87,340.00	\$ 174,680.00
05/01/32	\$	3,970,000.00	\$	-	\$	87,340.00	
11/01/32	\$	3,970,000.00	\$	-	\$	87,340.00	\$ 174,680.00
05/01/33	\$	3,970,000.00	\$	-	\$	87,340.00	
11/01/33	\$	3,970,000.00	\$	-	\$	87,340.00	\$ 174,680.00
05/01/34	\$	3,970,000.00	\$	-	\$	87,340.00	
11/01/34	\$	3,970,000.00	\$	-	\$	87,340.00	\$ 174,680.00
05/01/35	\$	3,970,000.00	\$	3,970,000.00	\$	87,340.00	
11/01/35					\$	-	\$ 4,057,340.00
				\$	3,970,000.00	\$	2,096,160.00
						\$	6,066,160.00

SECTION VI

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDWARD COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS RELATING TO THE SERIES 2020A-1 AND SERIES 2020A-2 REQUISITION NUMBER 4; APPROVING ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Windward Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), by Osceola County Ordinance 2017-21 (the “Ordinance”); and

WHEREAS, the District has the authority, generally under the Act and the Ordinance, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

WHEREAS, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

WHEREAS, the District issued its \$12,240,000 Windward Community Development District Special Assessment Revenue Bonds, Series 2020A-1 and 2020A-2 (collectively, the “Series 2020A Bonds”), to pay in part the costs of constructing a portion of the infrastructure improvements within the 2020A Project; and

WHEREAS, K. HOVNANIAN AT MYSTIC DUNES, LLC, a Florida limited liability company (“K. Hov.”), requested a requisition of funds from the proceeds of the Series 2020A Bonds and has transferred by acceptance of the District, and in accordance with the AGREEMENT BY AND BETWEEN THE WINDWARD COMMUNITY DEVELOPMENT DISTRICT AND THE DEVELOPER REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT AND INFRASTRUCTURE, between the District and K. Hov., dated April 27, 2017, as amended by the AMENDED AND RESTATED AGREEMENT BY AND BETWEEN THE WINDWARD COMMUNITY DEVELOPMENT DISTRICT AND THE DEVELOPER REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT AND INFRASTRUCTURE FOR SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2020A-1 AND 2020A-2 (2020A PROJECT), dated October 1, 2020, certain real property tracts (the “Real Property”) and public infrastructure improvements (the “Improvements”), as more particularly described in the Bills of Sale Absolute and Assignment, Agreement Regarding Taxes and Owner’s Affidavit, attached hereto as **Exhibit “A,”** and

WHEREAS, the District’s counsel and the District Manager have reviewed the conveyance, and the District Engineer has reviewed the documents and Real Property/Improvements related to the conveyance and has provided an Engineer’s Certificate, attached hereto as part of **Exhibit “B,”** to evidence compliance with the requirements of the District.

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

1. Incorporation of Recitals. The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Approval of the Acquisition of Real Property and Improvements and Transfer to TWA and the HOA, as applicable. The Board hereby approves the acceptance of the Real Property and Improvements from K. Hov. and the District’s subsequent conveyance of the Potable Water Distribution System and Sanitary Sewer System to Tohopekaliga Water Authority (“TWA”) and the District’s subsequent conveyance of the Reclaimed Water Distribution System to the Four Season at Orlando Homeowners Association, Inc. (“HOA”), as described in **Exhibit “A”** and **Exhibit “B”** attached hereto.

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance and acceptance of the Improvements and all transactions in connection therewith, including the subsequent conveyance of the Potable Water Distribution System and Sanitary Sewer System to TWA and subsequent conveyance of the Reclaimed Water Distribution System to the HOA. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary for the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel and District Engineer, to effectuate the acceptance of the Improvements are hereby ratified and authorized on behalf of the District.

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

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Continues to the following pages.]

PASSED in public meeting of the Board of Supervisors of the Windward Community Development District, this _____ day of _____, 2023.

**WINDWARD COMMUNITY DEVELOPMENT
DISTRICT**

Attest:

Print: George S. Flint
Secretary

By: _____
Name: _____
Title: _____

EXHIBIT “A”

- (1) Special Warranty Deed from K. Hovnanian at Mystic Dunes, LLC to the CDD;
- (2) Bill of Sale Absolute and Agreement from K. Hovnanian at Mystic Dunes, LLC to the CDD;
- (3) Bill of Sale Absolute and Agreement from the CDD to TWA;
- (4) Bill of Sale Absolute and Agreement from the CDD to Four Seasons at Orlando Homeowners Association, Inc.;
- (5) Agreement Regarding Taxes;
- (6) Owner’s Affidavit; and
- (7) Post-Closing Agreement.

[See attached.]

**THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine LLP
Post Office Box 3353
Orlando, Florida 32802

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this ___ day of April, 2023 by **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company (the “Grantor”), whose principal address is 3601 Quantum Boulevard, Boynton Beach, Florida 33426, to **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “Grantee”) whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Osceola County, Florida, more particularly described as follows (the “Property”).

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN
BY REFERENCE.**

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2023 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

“GRANTOR”

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

(Signature)

(Print Name)

By: _____

Print: Richard Selikoff

Title: Division President

(Signature)

(Print Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of April, 2023, by Richard Selikoff, as Division President of **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is ☐ personally known to me or ☐ has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

Comm. Exp.: _____; Comm. No.: _____

EXHIBIT “A”

Description of the Property

Tract A, according to the FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

Tract B, according to the FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

Tract A, according to the FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida.

BILL OF SALE ABSOLUTE AND AGREEMENT
Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this ___ day of April, 2023, by and between **WINDWARD COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company, whose address is 3601 Quantum Boulevard, Boynton Beach, Florida 33426 (the “Developer”), and

RECITALS

WHEREAS, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit “A” attached hereto (collectively, the “Improvements”); and

WHEREAS, both Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District; and

WHEREAS, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance.

NOW, THEREFORE, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement.

2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of Osceola and the State of Florida, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, and the District hereby accepts, all of the Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, together with all of the Developer’s right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to the Developer from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and

agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

3. Developer agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the District by the Developer (and, if required, performed by the Developer on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.

4. The Developer represents and warrants to the District that the Developer has good and lawful right, title and interest in the Improvements and that the Improvements is free and clear of any and all liens or encumbrances, that the Improvements are in good working conditions, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.

5. The above recitals are true and correct and are incorporated herein by reference.

6. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

**K. HOVNANINA AT MYSTIC DUNES,
LLC**, a Florid limited liability company

Witness

By: _____

Print: Ricard Selikoff

Printed Name

Title: Division President

Witness

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of April, 2023, by Richard Selikoff as Division President of **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

**WINDWARD COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: _____
Secretary/Asst. Secretary

By: _____

Print: Jimmy Clark

Title: Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization, this _____ day of April, 2023, by Jimmy Clark, as Chairman of the Board of Supervisors of the **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is [☐] personally known to me or [☐] has produced _____ as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT “A”

LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT

1. **Onsite Transportation Improvements:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
2. **Landscaping:** located in the following location:
(1) Tract A and Tract B, FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida;
3. **Potable Water Distribution System:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
4. **Reclaimed Water Distribution:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida;
(2) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida; and
(3) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
5. **Sanitary Sewer System:** located in the following plat:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida.
6. **Master Stormwater Management System:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida;
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida; and
(3) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida.
7. **Electrical Distribution:** (1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida.

The Improvements were completed in accordance with the following, as applicable: (1) Florida Department of Environmental Protection Construction Permit No. 0125823-363-DSPG.

The foregoing Improvements are located on the following real property tracts:

Tract A, according to the FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

Tract B, according to the FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

Tract A, according to the FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida.

BILL OF SALE ABSOLUTE AND AGREEMENT

Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this ____ day of April, 2023, by and between the **WINDWARD COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **FOUR SEASONS AT ORLANDO HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as “HOA”), a Florida not-for-profit corporation, whose address is _____, and

RECITALS

WHEREAS, the District owns certain infrastructure improvements, as more fully described in the attached **Exhibit “A”** (collectively, the “**Improvements**”); and

WHEREAS, both the District and the HOA find it to be in the best interest of both parties for the District to transfer the Improvements to the HOA to own, operate and maintain the Improvements; and

WHEREAS, the District desires to convey the Improvements to the HOA for perpetual ownership, operation and maintenance, and the HOA desires to accept the Improvements for perpetual ownership, operation and maintenance.

WITNESSETH

KNOW ALL MEN BY THESE PRESENTS that the District, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by the HOA, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the HOA, its executors, administrators and assigns, and the HOA hereby accepts, all of the District’s right, title and interest in and to the Improvements, to have and to hold the same unto the HOA, its executors, administrators and assigns forever, together with all of the District’s right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to the District from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and agreements, to have and to hold unto the HOA, its successors and assigns, to and for its or their use, forever.

1. The District represents and warrants to the HOA that the District has good and lawful right, title and interest in the Improvements and that the Improvements are free and clear of any and all liens or encumbrances, that the Improvements are in good working condition, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts,

warranties, permits, approvals and guarantees.

2. The above recitals are true and correct and are incorporated herein by reference.

3. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO BILL OF SALE

Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

**WINDWARD COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: _____

By: _____
Secretary/Asst. Secretary

Print: Jimmy Clark

Title: Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of April, 2023, by Jimmy Clark, as Chairman of the Board of Supervisors of the **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is [] personally known to me or [] has produced _____ as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

SIGNATURE PAGE TO BILL OF SALE

Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

**FOUR SEASONS AT ORLANDO
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation

ATTEST:

By: _____

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of April, 2023, by _____, as _____ of the **FOUR SEASONS AT ORLANDO HOMEOWNERS ASSOCIATION, INC.,** a Florida not-for-profit corporation, on its behalf. Said person is [] personally known to me or [] has produced _____ as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

EXHIBIT "A"

LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT

1. **Reclaimed Water Distribution:** located in the following plats:
 - (1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida;
 - (2) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida;
 - (3) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

The Improvements were completed in accordance with the following, as applicable: (1) Florida Department of Environmental Protection Construction Permit No. 0125823-363-DSPG.

BILL OF SALE ABSOLUTE AND AGREEMENT
Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this ___ day of April, 2023, by and between the **WINDWARD COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **TOHOPEKALIGA WATER AUTHORITY** (hereinafter referred to as “TWA”), an independent special district established and created pursuant to Chapter 189, *Florida Statutes* by special act of the Florida legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741, and

RECITALS

WHEREAS, the District owns certain infrastructure improvements, as more fully described in the attached **Exhibit “A”** (collectively, the “**Improvements**”); and

WHEREAS, both the District and TWA find it to be in the best interest of both parties for the District to transfer the Improvements to TWA to own, operate and maintain the Improvements; and

WHEREAS, the District desires to convey the Improvements to TWA for perpetual ownership, operation and maintenance, and TWA desires to accept the Improvements for perpetual ownership, operation and maintenance.

WITNESSETH

KNOW ALL MEN BY THESE PRESENTS that the District, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by TWA, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto TWA, its executors, administrators and assigns, and TWA hereby accepts, all of the District’s right, title and interest in and to the Improvements, to have and to hold the same unto TWA, its executors, administrators and assigns forever, together with all of the District’s right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to the District from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and agreements, to have and to hold unto TWA, its successors and assigns, to and for its or their use, forever.

1. The District represents and warrants to TWA that the District has good and lawful right, title and interest in the Improvements and that the Improvements are free and clear of any and all liens or encumbrances, that the Improvements are in good working condition, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties,

permits, approvals and guarantees.

2. The above recitals are true and correct and are incorporated herein by reference.

3. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO BILL OF SALE

Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

**WINDWARD COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: _____

By: _____
Secretary/Asst. Secretary

Print: Jimmy Clark

Title: Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of April, 2023, by Jimmy Clark, as Chairman of the Board of Supervisors of the **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is [] personally known to me or [] has produced _____ as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT

1. **Potable Water Distribution System:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
2. **Sanitary Sewer System:** located in the following plat:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida.

The Improvements were completed in accordance with the following, as applicable: (1) Florida Department of Environmental Protection Construction Permit No. 0125823-363-DSPG.

AGREEMENT REGARDING TAXES

Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this ___ day of April, 2023, by and between **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company, whose address is 3601 Quantum Boulevard, Boynton Beach, Florida 33426 (the “Developer”), and **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

WITNESSETH

WHEREAS, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, Developer is the owner and developer of infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described on Exhibit “A” attached hereto and incorporated herein (the “Improvements”); and

WHEREAS, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Property and the Improvements to the District by Special Warranty Deed and Bill of Sale Absolute and Agreement; and

WHEREAS, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Osceola County Property Appraiser because of the District’s status as a governmental entity; and

WHEREAS, in conjunction with the conveyance of the Property and Improvements from Developer to District, Developer and District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2022 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2023.

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2023, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

WITNESSES:

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

X _____

By: _____

Print: _____

Print: Richard Selikoff

X _____

Title: Division President

Print: _____

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

**WINDWARD COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST

X _____

Print: _____
Secretary/Asst. Secretary

By: _____

Print: Jimmy Clark

Title: Chairman

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract A, according to the FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

Tract B, according to the FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

Tract A, according to the FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida.

IMPROVEMENTS

1. **Onsite Transportation Improvements:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
2. **Landscaping:** located in the following location:
(1) Tract A and Tract B, FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida;
3. **Potable Water Distribution System:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
4. **Reclaimed Water Distribution:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida;
(2) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida;
(3) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
5. **Sanitary Sewer System:** located in the following plat:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida.

6. **Master Stormwater Management System:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida; and
(3) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida.
7. **Electrical Distribution:** (1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida.

The Improvements were completed in accordance with the following, as applicable: (1) Florida Department of Environmental Protection Construction Permit No. 0125823-363-DSPG.

OWNER'S AFFIDAVIT

Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Richard Selikoff (“Affiant”) as Division President of K. Hovnanian at Mystic Dunes, LLC, a Florida limited liability company, authorized to do business in Florida, whose principal address is 3601 Quantum Boulevard, Boynton Beach, Florida 33426 (the “Owner”), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder to certain lands located in Osceola County, Florida (the “Property”) and of certain infrastructure improvements on the Property (the “Improvements”), as more particularly described on Exhibit “A” attached hereto, and that Affiant as the Division President of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances.

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.

7. Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property,

nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Windward Community Development District (the “District”), a Florida community development district and local unit of special-purpose government, to accept the Owner’s conveyance of the Property and Improvements to the District.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective date of the applicable recorded plats (listed in the legal descriptions in Exhibit “A”) and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP (“LLEB”), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 36-4822575; (v) has a mailing address of 3601 Quantum Boulevard, Boynton Beach, Florida 33426. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Owner and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, **2023**

Signed, sealed and delivered in our presence:

(Signature)

(Print Name)

(Signature)

(Print Name)

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

By: _____

Print: Richard Selikoff

Title: Division President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of April, 2023, by Richard Selikoff, as Division President of **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

Comm. Exp.: _____; Comm. No.: _____

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract A, according to the FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

Tract B, according to the FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

Tract A, according to the FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida.

IMPROVEMENTS

1. **Onsite Transportation Improvements:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
2. **Landscaping:** located in the following location:
(1) Tract A and Tract B, FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida;
3. **Potable Water Distribution System:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
4. **Reclaimed Water Distribution:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida;
(2) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida;
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6. **Master Stormwater Management System:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida; and
(3) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida.
7. **Electrical Distribution:** (1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida.

The Improvements were completed in accordance with the following, as applicable: (1) Florida Department of Environmental Protection Construction Permit No. 0125823-363-DSPG.

POST-CLOSING CONVEYANCE AGREEMENT

THIS POST-CLOSING CONVEYANCE AGREEMENT (this "**Agreement**"), dated as of April _____, 2023 (the "**Effective Date**"), is entered into by and between **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company, whose address is 3601 Quantum Boulevard, Boynton Beach, Florida 33426 (the "**Grantor**"), whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486, and the **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "**District**"), whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

WHEREAS, the Grantor has agreed to convey certain real property tracts and infrastructure improvements (collectively, the "**Property**") to the District.

WHEREAS, the parties desire to set forth certain post-closing terms for the Property.

NOW, THEREFORE, in consideration of the District's willingness to accept the Property, the parties hereby agree as follows:

1. Post-Closing Obligations

A. Indemnification. The Grantor agrees to indemnify and defend the District against, and to hold the District harmless from, any and all claims, actions, causes of action, losses, expenses, demands, liabilities, costs and repair expenses, including, but not limited to, the fees and expenses of any attorneys and experts reasonably incurred by the District, directly or indirectly arising out of or resulting from the Property for a period of seven (7) years after the effective date of the documents to convey the Property. This indemnity includes and extends to all liabilities, obligations, claims or actions based upon or arising out of the Property, including repair costs.

2. Miscellaneous

A. Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless agreed to in writing by both parties.

[SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE FOR THE
POST-CLOSING CONVEYANCE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the day and year first set forth above.

Signed, sealed and delivered in our presence:

“GRANTOR”

WITNESSES:

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

X _____

By: _____

Print: _____

Print: Richard Selikoff

X _____

Title: Division President

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of April, 2023, by Richard Selikoff, as Division President of **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is ☐ personally known to me or ☐ has produced _____ as identification.

(SEAL)

Notary Public; State of Florida
Print Name: _____
Comm. Exp.: _____; Comm. No.: _____

**COUNTERPART SIGNATURE PAGE FOR THE
POST-CLOSING CONVEYANCE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the day and year first set forth above.

Signed, sealed and delivered in our presence:

“GRANTOR”

**WINDWARD COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: _____
Secretary/Asst. Secretary

By: _____

Print: Jimmy Clark

Title: Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of April, 2023, by Jimmy Clark, as Chairman of the Board of Supervisors of the **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is [] personally known to me or [] has produced _____ as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY

1. **Onsite Transportation Improvements:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
2. **Landscaping:** located in the following location:
(1) Tract A and Tract B, FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida;
3. **Potable Water Distribution System:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
4. **Reclaimed Water Distribution:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida;
(2) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida; and
(3) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
5. **Sanitary Sewer System:** located in the following plat:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida.
6. **Master Stormwater Management System:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida;
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida; and
(3) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida.
7. **Electrical Distribution:** (1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida.

The Improvements were completed in accordance with the following, as applicable: (1) Florida Department of Environmental Protection Construction Permit No. 0125823-363-DSPG.

The foregoing Improvements are located on the following real property tracts:

Tract A, according to the FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

Tract B, according to the FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

Tract A, according to the FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida.

EXHIBIT “B”

CERTIFICATE OF DISTRICT ENGINEER

[See attached.]

CERTIFICATE OF DISTRICT ENGINEER

Windward Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

I, **David Kelly**, of **Poulos & Bennett, LLC**, a Florida limited liability company, and licensed to provide professional engineering services to the public in the State of Florida under Florida Certificate of Authorization No. 28567, with offices located at 2602 E. Livingston Street, Orlando, Florida 32803 (“P&B”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through P&B, currently serve as District Engineer to the Windward Community Development District (the “District”).

2. That the District proposes to accept from **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company (“Developer”), for ownership, operation and maintenance, certain real property described in **Exhibit “A”** attached hereto and incorporated herein (collectively, the “Property”), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described in **Exhibit “A”**, attached hereto and incorporated herein (collectively, the “Improvements”). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Property and Improvements from the Developer to the District and the District’s acceptance of such Property and Improvements, and the District’s subsequent conveyance of the Potable Water Distribution System and Sanitary Sewer System to Tohopekaliga Water Authority (“TWA”) and the District’s subsequent conveyance of the Reclaimed Water Distribution system to the Four Season at Orlando Homeowners Association, Inc. (“HOA”). The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have personally viewed the Improvements and the materials deemed necessary to make the statements herein. The Improvements are in a condition acceptable for acceptance by the District, and subsequent conveyance to TWA and the HOA, as applicable.

5. That the Property and Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Property and Improvements, if any, that have actually been provided to P&B are being held by P&B as records of the District on its behalf.

6. That the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer.

[Remainder of Page Intentionally Left Blank.]

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Wellness Ridge Community Development District – Requisition No. 4
(Series 2020A-1 and Series 2020A-2)

DATED: _____, 2023

Witness: _____

Print: _____

David M. Kelly, P.E., CFM

State of Florida License No.: 43325

on behalf of the company,

Poulos & Bennett, LLC

Witness: _____

Print: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023 by **DAVID M. KELLY** of Poulos & Bennett, LLC, a Florida limited liability company, on behalf of said company. Said person is [] personally known to me or [] has produced a valid driver's license as identification.

Notary Public; State of Florida

(SEAL)

Print Name: _____

Comm. Exp.: _____

Comm. No.: _____

EXHIBIT “A”

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract A, according to the FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

Tract B, according to the FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.

Tract A, according to the FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida.

IMPROVEMENTS

1. **Onsite Transportation Improvements:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida.
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6. **Master Stormwater Management System:** located in the following plats:
(1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida; and
(2) FOUR SEASONS AT ORLANDO PHASE 3C AND 3D plat, as recorded in Plat Book 32, Page 159, Public Records of Osceola County, Florida; and
(3) FOUR SEASONS AT ORLANDO PHASE 4B plat, as recorded in Plat Book 32, Page 37, Public Records of Osceola County, Florida.
7. **Electrical Distribution:** (1) FOUR SEASONS AT ORLANDO PHASE 3B AND 4A plat, as recorded in Plat Book 29, Page 175, Public Records of Osceola County, Florida.

The Improvements were completed in accordance with the following, as applicable: (1) Florida Department of Environmental Protection Construction Permit No. 0125823-363-DSPG.

SECTION VII

District Engineers Letter Report

April 17, 2023

Revised April 24, 2023

Jason Showe
District Manager
Governmental Management Services, Central Florida
219 E. Livingston St
Orlando, FL 32801

Subject: Windward CDD Community Development District
 District Engineers Report of Infrastructure Issues
 Poulos & Bennett Job No. 18-021

Dear Mr. Showe:

Pursuant to the November 16, 2022 Community Development District Board Meeting, this letter report is to serve as a written response to the direction given to Poulos & Bennett, as CDD Engineers, to investigate and present findings and recommendations to the Board for the infrastructure items listed below. Photos of the conditions are included herein as well.

- **Subsidence Condition at the Intersection of Flora Pass Place:**

Issue: A resident complained that the pavement at the intersection of Flora Pass Place is creating a 'bump' condition for vehicles entering and exiting the intersection.

Observed Conditions: The concrete valley gutter is differentially settling at the southeast quadrant of the intersection. This is causing the adjacent pavement to ravel and settle as well. The valley gutter appears to be constructed in two separate operations based on the obvious concrete difference.

Recommended Action: Saw cut and remove approximately half of the existing concrete valley gutter; saw cut the edge of the adjacent asphalt; inspect the existing base for any damage or defects and remove/replace base as necessary, and recompact, prior to re-pouring the valley gutter and patching the asphalt.

- **Roadway Early Asphalt Stress on Four Seasons Boulevard:**

Issue: Residents complained that there is premature cracking of the asphalt on Four Seasons Boulevard in Phase 3A, approximately from the roundabout eastbound to the east entrance to the Clubhouse.

Observed Conditions: They area in question was inspected by Poulos & Bennett personnel. The landscaping consists of palm trees and oak trees adjacent to the boulevard. It was observed that nearly 90% of the palm trees had early cracking and some asphalt being lifted or the early start of cracking. In areas where there were oak trees instead of palm trees, there was no asphalt distress.

Recommended Action: Continue to observe the cracking patterns and sizes. If they persist to the point of pavement failure, i.e. evidence of base destruction and/or potholing, remedial

action should take place. If the pavement cracking remains minor, the final lift of asphalt may likely resolve the issue as additional flexible, structural pavement will mitigate for most crack presence.

We will be prepared to formally present this to the Board at the next meeting. In the meantime, please feel free to contact me should you have any questions or require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Kelly". The signature is fluid and cursive, with the first name "David" being more prominent.

David M. Kelly, P.E., C.F.M.
CDD Engineer
Poulos & Bennett, LLC

c: File Folder

Photos

Valley Gutter





SECTION VIII

EXAMPLE

**OVEROAKS
COMMUNITY DEVELOPMENT DISTRICT**

SPECIAL EVENT POLICY

I. INTRODUCTION:

The Board of Supervisors (the “**Board**”) of the Overoaks Community Development District (the “**CDD**” or “**District**”) has implemented a uniform policy and schedule for Special Events requested to be held on District Property (as defined below).

“**Special Event**” shall mean any preplanned meeting, activity, parade or gathering of a group of persons, animals or vehicles or a combination thereof, having a common purpose on any District Property or public street, sidewalk, alley, park, lake or other public place or building, which special event inhibits the usual flow of pedestrian or vehicular travel or which occupies any District Property or public place so as to preempt use of space by the general public or which deviates from the established use of space or building.

“**District Property**” shall mean all of the District-owned or maintained real and personal property, including, but not limited to, the Shingle Creek Park, sidewalks, boardwalks, passive parks, ponds and landscape tracts.

Please note that the District does not own all of the real and personal property contained within the District’s boundaries (e.g., City of Kissimmee County roads and HOA roads, private golf course and clubhouse, etc.) and the permits provided for herein are for the use of the District Property only. If the Special Event intends to use any additional non-District Property, such event may require additional permit or approvals from the applicable governmental authority or private land owners.

II. GENERAL INFORMATION:

The District is a special purpose government and its District Property is open to the general public in most instances. Special Events are important to our community; they bring interest and excitement to the District and enhance our quality of life. The District is happy to assist organizations and groups in providing quality Special Events, while balancing the interests of the landowners and residents of the CDD and promoting public health, safety and welfare. The District has implemented this Special Event Policy (this “**Policy**”) and has duly adopted a Rule establishing a rate/deposit schedule for Special Events.

III. PURPOSE OF A SPECIAL EVENT POLICY:

The District understands the attractive nature of use of the District Property for Special Events and programs and has established this Policy for the consideration and permitting of Special Events. Such consideration is handled through the production and submittal of an “**Event Use Application**” (form attached hereto as **Exhibit “A”**, the terms of which are incorporated herein by this reference) in order to ensure that activities and events proposed are in conformance with this Policy, applicable legal requirements, and are not detrimental to public health, safety or welfare. The form of the Event Use Application may be modified by the District from time to time. The individuals and/or groups filing an Event Use Application, together with their respective representative, are hereinafter collectively referred to as the “**Applicant**.”

IV. AUTHORITY:

The District has adopted this Policy to issue permits (each, an “**Event Use Permit**”) pursuant to the guidelines described herein for the use of specified areas of the District Property (the “**Site**”) and to provide the District Manager with authority to approve routine Event Use Applications or deny Applications that do not meet the requirements of this Policy. This Policy may be amended, rescinded or otherwise revised, in whole or part, by the District from time to time after applicable notice and hearing, provided that ministerial changes (e.g., those to correct typographical errors) may be made at any time.

V. REQUIREMENTS FOR USE OF DISTRICT PROPERTY AND APPLICATION PROCESS:

1. For each proposed Special Event, an Event Use Application must be completed and submitted to the District Manager at the District office, which is currently located at:

Overoaks Community Development District
c/o District Manager
313 Campus Street
Celebration, Florida 34747
Telephone: 407-566-1935.
Email: Admin@OveroaksCDD.org

2. Event Use Applications must be filed not more than one hundred eighty (180) days before and not less than sixty (60) days before the date and time at which the proposed Special Event is intended to occur; provided, however, that for good cause shown, the District may waive the maximum and minimum filing periods and may accept an Event Use Application filed within a longer or shorter period.

3. Each Event Use Applications shall be accompanied by cash or check(s) for an “**Event Deposit**,” which Event Deposit shall be paid in the applicable amount set forth below and handled pursuant to this Policy:

A. Rate/Deposit Schedule:

<u>Estimated No. of Attendees</u>	<u>Cost</u>
1 - 50	\$250.00
Greater than 50	Up to \$1,000.00

* Any event with 25 or more attendees is considered a “**Large Event**” for the purposes hereof.

*Events with over 50 attendees are required to receive Board of Supervisors' approval.

B. Upon request, the District will provide an invoice or other notice of the required Event Deposit to the Applicants.

C. If the District determines, in its sole discretion, that the Event Use Application requires additional engineering, legal or other professional staff review, the Applicant shall reimburse the District for the actual costs the District incurs for such professional services.

D. For any Special Event that is not approved, the Event Deposit shall be refunded to the Applicant. The Event Deposit shall secure the obligations of the Applicant under this Policy, including, but not limited to, Paragraphs 3(C), 5 and 12 hereof. The Event Deposit will be retained by the District Manager until such time as all the District's costs pursuant to this Policy for which the Applicant is obligated to reimburse or pay have been satisfied. If the Applicant does not pay such cost within fourteen (14) days after the District has billed the Applicant for the cost thereof, which bill shall include an itemized statement as to the costs incurred by the District, the District shall apply the Event Deposit to said costs and remit any remainder to the Applicant. If the Event Deposit is insufficient to pay such cost, the District may seek any remedy against the Applicant available at law or equity, including referring the matter to the District Attorney or third party collection agency, and the Applicant shall reimburse and be responsible for such additional attorneys' or collections agents' cost and fees. Failure to pay such fees and cost may prohibit the Applicant or its affiliate from applying for, or holding, any future Special Events at the District.

4. All Event Use Applications shall be accompanied by a Site set-up diagram and a location map (the "Map"), to clearly delineate the Site's boundaries, which Map shall include all areas impacted by the proposed Special Event and the use of the District Property therein. If the District Manager determines that the proposed Map does not encompass the entire portion of the District Property impacted by the proposed Special Event, the District Manager shall deny the Application. Upon such denial, the Applicant may resubmit its Application with a revised Map or appeal the District Manager's decision to the Board.

5. All Event Use Applications shall be accompanied by an attached written Safety Plan of Action (the "SPA"). The intent of the SPA is to identify and address concerns for the general welfare, safety, emergencies, security, parking, traffic control, licensing, permitting, sanitation (trash and debris disposal, portable toilets) and stormwater system protection for the proposed Special Event. The SPA is a part of the Event Use Application and compliance with the SPA shall be required if the Special Event is approved. For Large Events, the Applicant shall meet with the City of Kissimmee Police Department to determine the number of police officers and/or Emergency Management Technicians or paramedics ("EMTs") required for the Special Event; proof of the meeting and the recommendations of the City of Kissimmee Police Office Department must be included in the SPA. The District has the right to require the number of police officers and EMTs to be greater than the recommendation of the police department based on the nature of the proposed Special Event. The Applicant may request a waiver of the foregoing requirements which the District will consider in its sole reasonable discretion, by providing for other licensed and bonded third-party security officers in a number determined by the District.

A missing or insufficient SPA may be cause for rejection of the Event Use Application; a sample of an SPA form is available online (www.Overoakscdd.org) and at the District Office for

informational purposes. The following health and safety matters must be addressed in the SPA or in the Event Use Application:

A. **PORTABLE RESTROOMS:** The SPA must provide for sufficient restrooms, as determined by the District in accordance with industry standards, based on the number of attendants and the length of the Special Event, and describe the location thereof. At a minimum, the Applicant must ensure two (2) toilets for any Special Event which is expected to have at least one-hundred (100) attendants and last four (4) hours or more. The District may reasonably require additional facilities based on industry standards prevailing in Osceola County, Florida, and the nature of the proposed Special Event. Rental fees are the sole responsibility of the Applicant. Said facilities shall be removed from the District Property within twenty four (24) hours after the scheduled-conclusion of the Special Event. If the Applicant fails to timely remove said facilities, the District, after twenty four (24) hours' notice to the Applicant, may remove or cause said facilities to be removed and bill the cost thereof to the Applicant. The Applicant shall reimburse the District for the cost of such removal.

B. **REPAIR AND CLEAN UP:** The SPA must provide for sufficient trash receptacles based on the number of attendants and the length of the Special Event, and described the location thereof. The District may reasonably require additional receptacles based on the nature of the proposed Special Event. Applicant shall pay for all dumpsters and trash receptacles. The District can assist in coordinating such receptacles, if requested by the Applicant. Applicant shall ensure that the Site is free and clear of all items used by the Applicant or its attendees during the Special Event (including tents, flags, banner, structures, etc.) and any and all garbage, trash and debris within twenty four (24) hours after the scheduled-conclusion of the Special Event. Furthermore, the Applicant shall be responsible for the repair of any damage caused by the Special Event as necessary to return the Site to the condition which existed prior to the Special Event within said twenty four (24) hour period; provided, however, that if the damage is of such a nature that cannot reasonably repaired within said twenty four (24) hour period and the Applicant has commenced such repairs, the time to repair shall reasonably be extended, but in no event longer than seven (7) days after the scheduled-conclusion of the Special Event. If the Applicant fails to timely clean and repair the Site, the District, after providing the Applicant with twenty four (24) hours' notice, may conduct such actions (or obtain a third-party therefore), and bill the cost thereof to the Applicant.

C. **STRUCTURES, TENTS, AMPLIFIERS:** Any special structures such as fences, platforms, electrical structures, tents and amplifiers, etc., may require separate permits and/or licenses and must comply with all appropriate codes and be inspected by the city of Kissimmee and/or Osceola County for approval.

D. **PYROTECHNICS: ARE NOT PERMITTED**

E. **BONFIRES OR CEREMONIAL TYPE FIRES:** No Special Event utilizing a bonfire or ceremonial-type fire shall be permitted.

F. HANDBILLS & FLYERS: Due to historical inability to collect trash from such activities, any Special Event in which handbills or flyers are to be present shall include specific description in the SPA on how the collection and disposal of same will be handled.

G. MUSIC AND MOVIES. All Applicants requesting a Site for motion picture or television recording must receive a permit from the City of Kissimmee or Osceola County, as applicable, complete a Motion Photography Production Permit with the Orlando Film Office at (407) 422-7159, and provide a copy of the issued permit to the District. Any Special Events that play music that may be subject to applicable fees must provide the District with evidence of payment thereof. The Applicant shall indemnify, defend and hold the District harmless from such fees. Should the District receive any bill or invoice for such fees may be paid for by the District and deducted from the Applicant's deposit as provided for in Section 3D hereof.

6. Other than as provided for herein, no picketing, processions, or parades shall be allowed on or about the District Property. All picketing, processions, or parades must be peaceful. "**Peaceful**" shall mean any tranquil means of presenting a cause to the public which is devoid of noise or tumult or quarrelsome demeanor and is not a nuisance, including those actions described in Section 877.03, *F.S.*, and which does not violate or disturb the public peace or private property rights or involve or cause any block or impair movement of vehicles or pedestrians. "**Picket**" shall mean to position oneself, or to assemble or gather, as a means of protest, or as a means of presenting or advocating a cause or grievance. No picketing shall be allowed on or within a reasonable distance (based on the nature and circumstances of the proposed Special Event) of, any property that is a residential unit or any school or school bus stop, hospital, court of law, or public transportation facility. "**Residential or dwelling unit**" shall mean any single or multifamily residence, to include units within an apartment or condominium complex. No amplifiers or other sound enhancement devices may be used by picketers other than as provided herein. No signage shall be allowed in excess of 11x17 inches and must not contain any obscene, grotesque, or profane pictures or words.

7. No advertising or distribution of flyers, brochures, posters, emails, or by internet, etc. regarding the Special Event as it pertains to the District Property is to take place until the date(s) and time(s) have been approved in writing by the District.

8. Special Events shall be suitable for all ages and shall not discriminate against participants or observers as to race, color, religion, sex, national origin, age, disability, marital or veteran status.

9. No alcohol may be sold or served on any District Property at any time. The City of Kissimmee Police Officers will be required at all Special Events held at District Property if alcohol sales related to the Special Event (i.e. not part of standard commercial operation of restaurants within the District) are to occur on adjacent or nearby property. Associated Sheriff Department fees are to be paid by the Applicant.

10. Other than as provided herein, the Special Event may not include the sales of any goods or services on any District Property unless the Applicant is a non-profit entity organized

and in good standing under Section 501(c)(3) of the United States Internal Revenue Code (or similar non-taxable provisions of the said code) and the sales must be incidental to the purpose of the Special Event. Evidence satisfactory to the District of such organization and good standing must be submitted with the Event Use Application.

11. Applicants may not charge an entrance fee or other fee for access to, or for use of, the District Property.

12. The Applicant assumes all responsibility for event setup, cleanup, and any other necessary tasks described herein or associated with its Special Event, including but not limited to security/sheriff services, emergency services.

13. Other than as provided herein, all Special Events, including set-up beforehand and clean-up afterward, must generally be held between the hours of 9:00 AM and 10:00 PM. However, the District shall determine the allowed time of the Special Event as may be appropriate for the event and the surrounding neighborhood(s) and businesses.

14. The Applicant shall be responsible for providing the District with appropriate certificate(s) of insurance. The District reserves the right to change the limits and/or coverages for insurance. The District Manager is authorized to make the final determination that the required insurance limits are met. The "Overoaks Community Development District" shall be named as an additional insured on Applicant's general liability insurance policy with a minimum limit of \$1,000,000 combined single limit per occurrence, protecting it and the CDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Special Event. If vehicle(s) are used as part of the Special Event, vehicle liability insurance, with a minimum limit of \$1,000,000 combined single limit per occurrence, shall also be provided. A copy of the insurance certificate(s) shall be provided to the CDD at least fourteen (14) days prior to the Special Event. A copy of the policy shall be provided upon request by the District. The District may waive the foregoing insurance requirement upon being provided with other appropriate security, in the District's sole and absolute discretion.

15. All Special Events shall comply with applicable law, including the Osceola County Code, City of Kissimmee Code and the laws of the State of Florida and the United States of America, including, but not limited to any and all regulations imposed under the American's with Disability Act. However, nothing herein shall require the District to enforce same.

16. An indemnification and/or hold harmless agreement with the District must be signed on or with the Event Use Application.

VI. APPLICATION REVIEW PROCESS:

All Event Use Applications will be reviewed by the District Manager, who has the authority to approve complete, routine Event Use Applications and issue Event Use Permits for such uses. The District Manager has the sole, absolute discretion to determine which Event Use Applications are "routine" and which are "non-routine;" all Applicants agree, by their submission of an Event Use Application, to defer to the District Manager's determination.

The District Manager will refer any non-routine Event Use Applications to the Board for review at the next regularly-scheduled Board meeting. The District may, after due consideration for the date, time, place and nature of the proposed Special Event, the anticipated number of participants and the necessity for County and/or District services which will be required in connection therewith, elect to reject, approve, or conditionally approval the Event Use Application.

VII. OTHER SPECIAL EVENT POLICY ELEMENTS:

1. Conditional Approvals; Additional Restrictions. The District may impose reasonable additional conditions, restrictions, or limitations as part of its approval of an Event Use Application based on the specifics of the proposed Special Event as it pertains to the District Property.

2. Revocation of Approval or Permit. An approved Event Use Application or Event Use Permit may be revoked at any time if the District or the District Manager feels there is a danger to District Property or other health, safety, or general welfare of the public; for violations of the District's rules or policies by the Applicant or the Applicant's representatives; or the default of any conditions of the Event Use Permit. Such termination shall not relieve the Applicant of its obligations under this Policy, the Event Use Application or the Event Use Permit (or the conditions contained in any), including the cleaning, maintenance and repair of the Site, nor shall such termination prevent the District from conducting such actions and applying the Applicant's Deposit to cover the cost of same.

3. Termination of Events. All Applicants must understand that at any time during the Special Event, the Kissimmee Police Department, the Osceola County Sheriff and/or Department of Fire Rescue or other County or City officials, or any other official having jurisdiction over the Special Event, may order termination of the Special Event if it is in violation of any law or ordinance, or if it endangers any person, participant or spectator, or if it threatens the peace and dignity of the community, or if it creates unmanageable problems for public safety officials whereby the proper execution of their duties are endangered. Such termination shall not relieve the Applicant of its obligations under this Policy, the Event Use Application or the Event Use Permit (or the conditions contained in any), including the cleaning, maintenance and repair of the Site, nor shall such termination prevent the District from conducting such actions and applying the Applicant's Deposit to cover the cost of same.

4. Traffic/Crowd Control. It is at the District's discretion as to whether police officers will be required for crowd/traffic control. Deputies will be required for any Large Events that have alcohol served at adjacent private properties or cause significant road closures. All fees involved for the hiring of Deputies will be paid by the Applicant.

5. Prior and Recurring Events. Applicants further understand that records shall be kept of all Special Events and Event Use Applications and that repeated requests for approval of Special Events shall be determined by the Applicant's previous performance history according to records on file with the District as well as existing ordinances, policies, rules and procedures.

Prior approval of a Special Event does not exempt an Applicant from compliance with this Policy, the Event Use Application process or guarantee approval.

6. Substance of Events. The District's approval, conditional approval, or disapproval of any Special Event in no way is a reflection of the District's or the Board's approval or disapproval of the conduct or basis of or for such event.

EXHIBIT A

OVEROAKS CDD EVENT USE APPLICATION

Applications for use must be filed not more than one hundred eighty (180) days before and not less than sixty (60) days before the date and time at which the proposed event/program is intended to occur, provided, however, that for good cause shown, the Overoaks Community Development District ("CDD"), a Florida community development district, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. The CDD may, after due consideration for the date, time, place, and nature of the event/program, the anticipated number of participants and the necessity for the CDD services which will be required in connection therewith, elect to reject or approve this Application. The terms, conditions and requirements of the CDD's Special Event Policy are incorporated into this Application.

PLEASE TYPE OR PRINT IN INK

Name of Applicant: _____

Mailing Address: _____ Phone: _____

_____ Email: _____

Contact Person (name and title): _____

Mailing Address: _____ Phone: _____

_____ Email: _____

Date of event/program: _____ TIMES—Start: _____ End: _____

Nature of event/program (including the type(s) of activities which will occur during its conduct): _____

How does event / program benefit the constituents of the CDD? _____

Number of people and vehicles expected to attend: _____

Area(s) to be used (attach sketch and/or legal description): _____

Will any sidewalks be closed? If yes, attach sketch to identify location(s): _____

Will any CDD utilities (electric, water, reuse, wastewater) be needed? ____ If yes, describe use: _____

Setup will begin at said area(s) at approximately (time) _____ and will be completed at (time) _____

People will begin arriving at said area(s) at approximately (time) _____ and will be dispersed at (time) _____

Equipment and apparatus proposed to be utilized in connection with the event/program (i.e., tables, sound system, props): _____

Provider or description of debris and trash removal: _____

Will any goods or services be sold? ____ If yes, describe: _____

FEES: Applicant had included with this Application, the required Special Event Deposit. Further, Applicant agrees that additional fees and expenses may be incurred by the Applicant in accordance with the CDD Special Event Policy.

AGREEMENT: By submission of this Event Use Application, the Applicant acknowledges that it has received a copy, has read and understands the CDD Special Event Policy, and agrees to abide by such policy.

Signed by Applicant:

Date: _____

(Insert name of organization, if applicable)

Witness: _____

Print Name: _____

Signature _____

Print Name: _____

Witness: _____

Print Name: _____

Title: _____

SPECIAL EVENT AGREEMENT

Overoaks Community Development District, a Florida community development district ("CDD") hereby grants permission to the applicant ("Applicant") named on the attached EVENT USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Special Event"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions and provisions contained herein. The terms, conditions and requirements of the CDD's Special Event Policy are incorporated into this Agreement; **Applicant acknowledges that it has received a copy of the CDD Special Event Policy, has read and understands the policy, and agrees to comply with all terms and requirements of the CDD Special Event Policy.**

1. General Compliance: The CDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other policies, statutes and regulations applicable to Applicant.
2. Right to Terminate: The CDD reserves the right to, immediately and without notice, terminate the Special Event if there shall be any violation of the terms, conditions or provisions of this AGREEMENT, or, if in the judgment of CDD or Osceola County, there is a reasonable likelihood that continuation of the Special Event will put life or property at risk of injury or damage.
3. Indemnification: Applicant shall indemnify, defend and hold harmless the CDD and the officers, supervisors, agents, employees and assigns of the CDD from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions and/or provisions of this AGREEMENT.
4. Sovereign Immunity: Nothing herein shall cause or be construed as a waiver of the CDD's sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. Compliance with Law: Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances and other legal requirements applicable to Applicant's and Applicant's Representatives use of the Area.
6. Damage to Property: Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. CDD shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property. The CDD shall send an invoice to the Applicant following the Special Event and Applicant shall make payment to the CDD within fourteen (14) days of the Special Event.
7. "As Is" Condition: Applicant accepts the use of the Area in its "as is condition." The CDD shall have no obligation to make any changes thereto. The CDD shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
8. Rules and Regulations: Applicant and Applicant's Representatives shall comply with the CDD's Special Event Policy, as well as the following requirements:
 - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CDD by any other person or entity including, without limitation, creating any objectionable noise, sound or odor.
 - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
 - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
 - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
9. Right to Use Only: This AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Area as and when provided above.
10. Other Conditions. Depending upon the nature of the Special Event and the Area, the CDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Area:
 - a) Additional Certificate of Insurance (form, type, limits and coverage approved by CDD) with respect to the Area and the Special Event;
 - b) Security appropriate for the Special Event and Area;
 - c) Additional Bond or deposit to cover clean up/repair costs; and/or
 - d) Payment of professional fees related to the review of the Application and/or fees to cover costs incurred by the CDD during the Special Event; and/or
 - e) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Special Event.

Signed by Applicant:

By: _____

Witness: _____

Print Name: _____

Name: _____

Title: _____

Date: _____

Approved by: **OVEROAKS COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Witness: _____

Name: _____

Print Name: _____

Title: _____

Date: _____

ADDITIONAL RULES AND REGULATIONS FOR SPECIAL EVENT

1. Applicant shall provide its own sanitary facilities in accordance with applicable regulations or reasonable requirements of the CDD.
2. No permanent structures are permitted within the Area; no digging or removal of landscaping is permitted.
3. No parking is permitted on District lands.
4. Site shall be restored as closely as possible to the original condition through grading and sodding of Area use, if needed. Clearing or crushing grass or small plant material is unacceptable.
5. Applicant shall provide written confirmation to the CDD that coordination and notification has been made with all utility systems within the area.
6. Applicant shall coordinate all activities with the CDD's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
7. Applicant shall notify the CDD of sidewalk closures.
8. Applicant must obtain appropriate permits and/or licenses from Osceola County and/or the City of Kissimmee related to the event associated with this permit.
9. The Overoaks Community Development District shall be named as additional insured on applicant's general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit per occurrence, protecting it and the CDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Special Event. A copy of the insurance certificate shall be provided to the CDD at least fourteen (14) days prior to the Special Event or the commencement of any work related to the permit or Special Event.
10. Applicant shall not use the CDD's utilities (electric, water, reuse, wastewater) for any purpose without previous consent from the CDD.
11. Applicant shall protect stormwater system from any infiltration of chemicals or debris.
12. Applicant shall provide all trash and debris removal.
13. Applicant shall maintain all trash receptacles on CDD property during the Special Event and shall leave all trash receptacles empty and clean after the Special Event.
14. There shall be **no** sale or service of ALCOHOL on CDD property.
15. Applicant shall repair any damage to the shade structures after the Special Event. This includes stucco repairs, painting, light fixtures, etc.
16. Applicant shall at all times comply with the provision of the CDD Special Event Use Policy as may be amended from time to time.

Applicant agrees to abide by all requirements and stipulations as noted above:

Signature: _____

Print Name: _____

Title: _____

Date: _____

SECTION IX

SECTION C

SECTION 1

Windward Community Development District

Summary of Check Register

March 1, 2023 through March 31, 2023

Fund	Date	Check No.'s	Amount
General Fund			
	3/3/23	613-615	\$ 32,561.96
	3/14/23	616-622	\$ 43,916.01
	3/23/23	623-628	\$ 21,340.24
	3/29/23	629	\$ 1,744.35
Total Amount			\$ 99,562.56

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
3/03/23	00010	2/13/23 9100 861 202301 320-53800-43500	4 SEASONS PH1B SL		*	1,719.77	
		2/17/23 9100 861 202302 320-53800-43500	000 SAND HILL RD		*	1,744.69	
		2/27/23 9100 861 202302 320-53800-43500	000 SHADOW TREE LN		*	4,263.44	
			DUKE ENERGY				7,727.90 000613
3/03/23	00002	2/03/23 109554 202301 310-51300-31500	GENERAL COUNSEL - JAN23		*	2,274.06	
			LATHAM,LUNA,EDEN & BEAUDINE,LLP				2,274.06 000614
3/03/23	00025	3/03/23 03032023 202303 300-20700-10000	TRNSF OF TAX RCPT-S2020A1		*	22,560.00	
			WINDWARD CDD/US BANK				22,560.00 000615
3/14/23	00041	2/28/23 15704 202302 320-53800-47100	LAKE MAINTENANCE FEB23		*	350.00	
			AQUATIC WEED MANAGEMENT, INC				350.00 000616
3/14/23	00014	2/14/23 11486 202302 320-53800-47000	WI-PAK MONTHLY SVC-FEB 23		*	120.00	
		2/17/23 S87552 202301 320-53800-57400	GATE MAINTENANCE 01/27/23		*	279.71	
		2/28/23 S88606 202302 320-53800-57400	GATE MAINTENANCE 02/06/23		*	465.96	
			ACCESS CONTROL TECHNOLOGIES, INC.				865.67 000617
3/14/23	00010	3/07/23 9100 861 202302 320-53800-43000	17031 KEY BAY TRL		*	30.79	
		3/08/23 9100 861 202302 320-53800-43500	0000 FOUR SEASONS BLVD		*	1,535.21	
		3/08/23 9100 861 202302 320-53800-43000	79811 FOUR SEASONS BLVD		*	899.61	
		3/08/23 9100 861 202302 320-53800-43000	7701 FOUR SEASONS BLVD		*	30.86	
		3/10/23 9100 861 202302 320-53800-43000	7980 FOUR SEASONS BLVD		*	170.38	
		3/10/23 9100 861 202302 320-53800-43000	77001 FOUR SEASONS BLVD		*	64.79	
		3/10/23 9100 861 202302 320-53800-43000	21051 PEBBLE PASSAGE LN		*	60.18	
		3/10/23 9100 861 202302 320-53800-43000	78151 FOUR SEASONS BLVD		*	52.75	
		3/10/23 9100 861 202302 320-53800-43000	24081 SANDY CREEK TRL		*	30.79	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		3/10/23 9100 861 202302 320-53800-43000			*	30.79	
		79011 HANSON BAY PL		DUKE ENERGY			2,906.15 000618
3/14/23 00001		3/01/23 182 202303 310-51300-34000		MANAGEMENT FEES - MAR 23	*	3,249.00	
		3/01/23 182 202303 310-51300-35200		WEBSITE MANAGEMENT-MAR 23	*	83.33	
		3/01/23 182 202303 310-51300-35100		INFORMATION TECH - MAR 23	*	145.83	
		3/01/23 182 202303 310-51300-31300		DISSEMINATION SVCS-MAR 23	*	745.83	
		3/01/23 182 202303 310-51300-51000		OFFICE SUPPLIES	*	.72	
		3/01/23 182 202303 310-51300-42000		POSTAGE	*	14.82	
		3/01/23 182 202303 310-51300-42500		COPIES	*	8.55	
		3/01/23 183 202303 320-53800-12000		FIELD MANAGEMENT - MAR 23	*	1,392.42	
		3/01/23 183 202303 320-53800-47400		SIDEWALK MARKING PAINT	*	49.40	
				GOVERNMENTAL MANAGEMENT SERVICES			5,689.90 000619
3/14/23 00042		2/21/23 200743 202302 320-53800-46400		IRRIGATION REPAIRS-02/02	*	130.00	
		2/28/23 201627 202302 320-53800-46400		IRRIGATION REPAIRS-02/27	*	1,780.00	
				JUNIPER LANDSCAPING OF FLORIDA, LLC			1,910.00 000620
3/14/23 00045		2/28/23 7282B 202302 320-53800-46900		CLEAN BASIN FOUNTAIN 2/23	*	800.00	
				SITEX AQUATICS LLC			800.00 000621
3/14/23 00009		2/22/23 00262245 202302 320-53800-43100		7700 FOUR SEASONS	*	15,819.22	
		2/28/23 00262245 202302 320-53800-43100		7900 FOUR SEASONS	*	14.38	
		2/28/23 00262245 202302 320-53800-43100		0 FOUR SEASONS BOULEVARD	*	15,249.41	
		2/28/23 00262245 202302 320-53800-43100		7980 FOUR SEASONS BLVD GH	*	28.10	
		2/28/23 00262245 202302 320-53800-43100		7900 FOUR SEASONS ODD	*	283.18	
				TOHO WATER AUTHORITY			31,394.29 000622
				WWRD --WINDWARD-- NRUIZ			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
3/23/23	00014	3/07/23 11640	202303 320-53800-47000	WI-PAK MONTHLY SVC-MAR 23	*	120.00	
				ACCESS CONTROL TECHNOLOGIES, INC.			120.00 000623
3/23/23	00050	3/16/23 8354	202303 320-53800-47400	4 SEASONS-CONCRETE WORK	*	5,980.25	
				DALE BEASLEY CONSTRUCTION, LLC			5,980.25 000624
3/23/23	00010	3/14/23 9100 861	202302 320-53800-43500	4 SEASONS PH1B SL	*	1,719.49	
				DUKE ENERGY			1,719.49 000625
3/23/23	00001	1/30/23 184	202301 320-53800-47000	GEN MTHLY MAINTENANCE	*	280.00	
				GOVERNMENTAL MANAGEMENT SERVICES			280.00 000626
3/23/23	00042	3/01/23 203242	202303 320-53800-46800	LANDSCAPE MAINT - MAR 23	*	12,236.00	
				JUNIPER LANDSCAPING OF FLORIDA, LLC			12,236.00 000627
3/23/23	00002	3/07/23 110131	202302 310-51300-31500	GENERAL COUNSEL - FEB23	*	1,004.50	
				LATHAM,LUNA,EDEN & BEAUDINE,LLP			1,004.50 000628
3/29/23	00010	3/20/23 9100 861	202303 320-53800-43500	000 SAND HILL RD	*	1,744.35	
				DUKE ENERGY			1,744.35 000629
TOTAL FOR BANK A						99,562.56	
TOTAL FOR REGISTER						99,562.56	

SECTION 2

Windward
Community Development District

Unaudited Financial Reporting
March 31, 2023



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Windward
Community Development District
Combined Balance Sheet
March 31, 2023

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash	\$ 436,729	\$ -	\$ -	\$ 436,729
Due from Other	\$ 13,073	\$ -	\$ -	\$ 13,073
Due from General Fund	\$ -	\$ 17,184	\$ -	\$ 17,184
Investments				
Series 2018 A-1/A-2				
Reserve A-1	\$ -	\$ 121,730	\$ -	\$ 121,730
Reserve A-2	\$ -	\$ 145	\$ -	\$ 145
Revenue	\$ -	\$ 249,567	\$ -	\$ 249,567
Construction	\$ -	\$ -	\$ 5,327	\$ 5,327
Series 2020 A-1/A-2				
Reserve A-1	\$ -	\$ 127,656	\$ -	\$ 127,656
Reserve A-2	\$ -	\$ 120,070	\$ -	\$ 120,070
Revenue	\$ -	\$ 274,547	\$ -	\$ 274,547
Prepayment A-2	\$ -	\$ 383,978	\$ -	\$ 383,978
Construction	\$ -	\$ -	\$ 8,090,754	\$ 8,090,754
Cost of Issuance	\$ -	\$ -	\$ 30,907	\$ 30,907
Total Assets	\$ 449,802	\$ 1,294,877	\$ 8,126,988	\$ 9,871,667
Liabilities:				
Accounts Payable	\$ 69,102	\$ -	\$ -	\$ 69,102
Due to Debt Service Fund	\$ 17,184	\$ -	\$ -	\$ 17,184
Total Liabilities	\$ 86,286	\$ -	\$ -	\$ 86,286
Fund Balances:				
Restricted for:				
Debt Service	\$ -	\$ 1,294,877	\$ -	\$ 1,294,877
Capital Projects	\$ -	\$ -	\$ 8,126,988	\$ 8,126,988
Unassigned	\$ 363,516	\$ -	\$ -	\$ 363,516
Total Fund Balances	\$ 363,516	\$ 1,294,877	\$ 8,126,988	\$ 9,785,381
Total Liabilities & Fund Balance	\$ 449,802	\$ 1,294,877	\$ 8,126,988	\$ 9,871,667

Windward
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/23	Thru 03/31/23	Variance
<u>Revenues</u>				
Assessments - Tax Roll	\$ 532,275	\$ 524,701	\$ 524,701	\$ -
Assessments - Direct	\$ 117,500	\$ 88,125	\$ 88,125	\$ -
Deficit Funding	\$ 424,269	\$ 109,064	\$ 109,064	\$ -
Total Revenues	\$ 1,074,044	\$ 721,890	\$ 721,890	\$ -
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisors Fees	\$ 4,800	\$ 2,400	\$ -	\$ 2,400
FICA Expense	\$ 367	\$ 184	\$ -	\$ 184
Engineering	\$ 16,000	\$ 8,000	\$ 4,620	\$ 3,380
Attorney	\$ 25,000	\$ 12,500	\$ 8,165	\$ 4,335
Arbitrage	\$ 900	\$ 900	\$ 900	\$ -
Dissemination	\$ 8,950	\$ 4,475	\$ 5,575	\$ (1,100)
Annual Audit	\$ 6,400	\$ -	\$ -	\$ -
Trustee Fees	\$ 7,758	\$ 7,758	\$ 8,008	\$ (250)
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Management Fees	\$ 38,988	\$ 19,494	\$ 19,494	\$ 0
Information Technology	\$ 1,750	\$ 875	\$ 875	\$ 0
Website Maintenance	\$ 1,000	\$ 500	\$ 500	\$ 0
Telephone	\$ 250	\$ 125	\$ -	\$ 125
Postage	\$ 800	\$ 400	\$ 190	\$ 210
Travel Per Diem	\$ 660	\$ 330	\$ -	\$ 330
Printing & Binding	\$ 500	\$ 250	\$ 27	\$ 223
Insurance	\$ 6,684	\$ 6,684	\$ 5,988	\$ 696
Legal Advertising	\$ 1,500	\$ 750	\$ 645	\$ 105
Other Current Charges	\$ 2,000	\$ 1,000	\$ 265	\$ 735
Office Supplies	\$ 150	\$ 75	\$ 2	\$ 73
Property Appraiser	\$ 500	\$ 500	\$ 252	\$ 248
Property Taxes	\$ 250	\$ 250	\$ -	\$ 250
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 130,382	\$ 72,625	\$ 60,681	\$ 11,943

Windward
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted Budget	Prorated Budget Thru 03/31/23	Actual Thru 03/31/23	Variance
<u>Operation & Maintenance</u>				
Field Expenditures				
Field Services	\$ 16,709	\$ 8,355	\$ 8,355	\$ 0
Facility Maintenance	\$ 10,000	\$ 5,000	\$ 484	\$ 4,516
Telephone	\$ 3,500	\$ 1,750	\$ -	\$ 1,750
Electric	\$ 144,538	\$ 72,269	\$ 63,324	\$ 8,945
Water & Sewer	\$ 483,450	\$ 241,725	\$ 157,737	\$ 83,988
Security Building Maintenance	\$ 10,000	\$ 5,000	\$ 2,770	\$ 2,230
Landscape Maintenance	\$ 195,965	\$ 97,983	\$ 73,416	\$ 24,567
Landscape Contingency	\$ 25,000	\$ 12,500	\$ 27,205	\$ (14,705)
Property Insurance	\$ 3,200	\$ 3,200	\$ 3,776	\$ (576)
Fountain Maintenance	\$ 4,200	\$ 2,100	\$ 5,810	\$ (3,710)
Lake Maintenance	\$ 9,000	\$ 4,500	\$ 3,650	\$ 850
Irrigation Repairs	\$ 25,000	\$ 12,500	\$ 11,329	\$ 1,171
Lighting Maintenance	\$ 2,500	\$ 1,250	\$ -	\$ 1,250
Monument Maintenance	\$ 1,400	\$ 700	\$ -	\$ 700
Roadway Maintenance	\$ 2,200	\$ 1,100	\$ 7,275	\$ (6,175)
Contingency	\$ 7,000	\$ 3,500	\$ 6,242	\$ (2,742)
Total Operations & Maintenance Expenditures	\$ 943,662	\$ 473,431	\$ 371,374	\$ 102,058
Total Expenditures	\$ 1,074,044	\$ 546,056	\$ 432,055	\$ 114,001
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 289,835	
Fund Balance - Beginning	\$ -		\$ 73,681	
Fund Balance - Ending	\$ -		\$ 363,516	

Windward
Community Development District
Debt Service Fund - Series 2018-A1
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/23	Thru 03/31/23	Variance
Revenues				
Assessments - 2018 A1 Tax Roll	\$ 243,460	\$ 240,181	\$ 240,181	\$ -
Interest Income	\$ 250	\$ 125	\$ 2,082	\$ 1,957
Total Revenues	\$ 243,710	\$ 240,306	\$ 242,263	\$ 1,957
Expenditures:				
Series 2018A-1				
Interest - 11/1	\$ 93,733	\$ 93,733	\$ 93,733	\$ -
Principal - 5/1	\$ 55,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 93,733	\$ -	\$ -	\$ -
Total Expenditures	\$ 242,465	\$ 93,733	\$ 93,733	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 1,245		\$ 148,531	
Fund Balance - Beginning	\$ 107,045		\$ 233,007	
Fund Balance - Ending	\$ 108,290		\$ 381,538	

Windward
Community Development District
Debt Service Fund - Series 2018-A2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/23	Thru 03/31/23	Variance
<u>Revenues</u>				
Assessments - 2018 A2 Direct	\$ 205	\$ -	\$ -	\$ -
Interest Income	\$ -	\$ -	\$ 4	\$ 4
Total Revenues	\$ 205	\$ -	\$ 4	\$ 4
<u>Expenditures:</u>				
<u>Series 2018A-2</u>				
Special Call - 11/1	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Interest - 11/1	\$ 145	\$ 145	\$ 145	\$ -
Total Expenditures	\$ 5,145	\$ 5,145	\$ 5,145	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (4,940)		\$ (5,141)	
Fund Balance - Beginning	\$ 7,115		\$ 5,287	
Fund Balance - Ending	\$ 2,175		\$ 145	

Windward
Community Development District
Debt Service Fund - Series 2020-A1
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/23	Thru 03/31/23	Variance
Revenues				
Assessments - 2020 A1 Tax Roll	\$ 165,073	\$ 162,790	\$ 162,790	\$ -
Assessments - 2020 A1 Direct	\$ 90,240	\$ 67,680	\$ 67,680	\$ -
Interest Income	\$ -	\$ -	\$ 2,742	\$ 2,742
Total Revenues	\$ 255,313	\$ 230,470	\$ 233,212	\$ 2,742
Expenditures:				
Series 2020A-1				
Interest - 11/1	\$ 88,126	\$ 88,126	\$ 88,126	\$ -
Principal - 5/1	\$ 80,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 88,126	\$ -	\$ -	\$ -
Total Expenditures	\$ 256,253	\$ 88,126	\$ 88,126	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (940)		\$ 145,085	
Fund Balance - Beginning	\$ 91,392		\$ 216,198	
Fund Balance - Ending	\$ 90,452		\$ 361,284	

Windward
Community Development District
Debt Service Fund - Series 2020-A2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted Budget	Prorated Budget Thru 03/31/23	Actual Thru 03/31/23	Variance
Revenues				
Assessments - 2020 A2 Direct	\$ 260,040	\$ -	\$ -	\$ -
Assessments - Prepayments	\$ -	\$ -	\$ 1,418,132	\$ 1,418,132
Interest Income	\$ -	\$ -	\$ 6,659	\$ 6,659
Total Revenues	\$ 260,040	\$ -	\$ 1,424,791	\$ 1,424,791
Expenditures:				
Series 2020A-2				
Interest - 11/1	\$ 130,020	\$ 130,020	\$ 130,020	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 485,000	\$ (485,000)
Interest - 2/1	\$ -	\$ -	\$ 11,495	\$ (11,495)
Special Call - 2/1	\$ -	\$ -	\$ 1,045,000	\$ (1,045,000)
Interest - 5/1	\$ 130,020	\$ -	\$ -	\$ -
Total Expenditures	\$ 260,040	\$ 130,020	\$ 1,671,515	\$ (1,541,495)
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (246,724)	
Fund Balance - Beginning	\$ 378,728		\$ 798,633	
Fund Balance - Ending	\$ 378,728		\$ 551,910	

Windward
Community Development District
Capital Projects Fund - Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/23	Thru 03/31/23	Variance
<u>Revenues</u>				
Interest	\$ -	\$ -	\$ 53	\$ 53
Total Revenues	\$ -	\$ -	\$ 53	\$ 53
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 53	
Fund Balance - Beginning	\$ -		\$ 5,274	
Fund Balance - Ending	\$ -		\$ 5,327	

Windward
Community Development District
Capital Projects Fund - Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/23	Thru 03/31/23	Variance
<u>Revenues</u>				
Interest	\$ -	\$ -	\$ 80,793	\$ 80,793
Total Revenues	\$ -	\$ -	\$ 80,793	\$ 80,793
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 165	\$ (165)
Total Expenditures	\$ -	\$ -	\$ 165	\$ (165)
Excess Revenues (Expenditures)	\$ -		\$ 80,628	
Fund Balance - Beginning	\$ -		\$ 8,041,033	
Fund Balance - Ending	\$ -		\$ 8,121,661	

Windward
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<u>Revenues</u>													
Assessments - Tax Roll	\$ -	\$ 88,350	\$ 413,977	\$ 12,746	\$ 7,203	\$ 2,426	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	524,701
Assessments - Direct	\$ -	\$ -	\$ 58,750	\$ -	\$ 29,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	88,125
Deficit Funding	\$ 36,044	\$ 73,019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	109,064
Total Revenues	\$ 36,044	\$ 161,370	\$ 472,727	\$ 12,746	\$ 36,578	\$ 2,426	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	721,890
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisors Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engineering	\$ 141	\$ 1,064	\$ 1,654	\$ -	\$ 1,761	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,620
Attorney	\$ 95	\$ 2,832	\$ 1,960	\$ 2,274	\$ 1,005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,165
Arbitrage	\$ 450	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	900
Dissemination	\$ 1,346	\$ 746	\$ 746	\$ 1,246	\$ 746	\$ 746	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,575
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ 250	\$ 4,041	\$ 3,717	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,008
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Management Fees	\$ 3,249	\$ 3,249	\$ 3,249	\$ 3,249	\$ 3,249	\$ 3,249	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	19,494
Information Technology	\$ 146	\$ 146	\$ 146	\$ 146	\$ 146	\$ 146	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	875
Website Maintenance	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	500
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage	\$ 39	\$ 8	\$ 47	\$ 3	\$ 79	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	190
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Printing & Binding	\$ -	\$ -	\$ 2	\$ -	\$ 16	\$ 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	27
Insurance	\$ 5,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,988
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 645	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	645
Other Current Charges	\$ 39	\$ 66	\$ 39	\$ 39	\$ 42	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	265
Office Supplies	\$ 0	\$ 0	\$ 1	\$ 0	\$ 0	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	252
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative:	\$ 17,001	\$ 12,235	\$ 12,094	\$ 7,040	\$ 7,127	\$ 5,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	60,681

Windward
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Operation & Maintenance													
Field Expenditures													
Field Services	\$ 1,392	\$ 1,392	\$ 1,392	\$ 1,392	\$ 1,392	\$ 1,392	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,355
Facility Maintenance	\$ -	\$ 199	\$ -	\$ 285	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	484
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Electric	\$ 11,861	\$ 10,619	\$ 8,986	\$ 10,648	\$ 10,634	\$ 10,576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	63,324
Water & Sewer	\$ 15,972	\$ 43,045	\$ 21,132	\$ 20,398	\$ 25,295	\$ 31,896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	157,737
Security Building Maintenance	\$ 100	\$ 298	\$ 50	\$ 1,060	\$ 516	\$ 746	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,770
Landscape Maintenance	\$ 12,236	\$ 12,236	\$ 12,236	\$ 12,236	\$ 12,236	\$ 12,236	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	73,416
Landscape Contingency	\$ 9,427	\$ 1,250	\$ -	\$ 4,660	\$ -	\$ 11,868	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	27,205
Property Insurance	\$ 3,776	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,776
Fountain Maintenance	\$ 1,610	\$ 800	\$ 800	\$ 800	\$ 800	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,810
Lake Maintenance	\$ 700	\$ 350	\$ 350	\$ 350	\$ 350	\$ 1,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,650
Irrigation Repairs	\$ 450	\$ -	\$ 6,595	\$ 2,375	\$ 1,910	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	11,329
Lighting Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Monument Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Roadway Maintenance	\$ -	\$ 852	\$ 393	\$ -	\$ -	\$ 6,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,275
Contingency	\$ 1,597	\$ 10	\$ 450	\$ 3,697	\$ 369	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,242
Total Operations & Maintenance Expenses	\$ 59,122	\$ 71,051	\$ 52,383	\$ 57,901	\$ 53,502	\$ 77,414	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	371,374
Total Expenditures	\$ 76,123	\$ 83,286	\$ 64,477	\$ 64,942	\$ 60,629	\$ 82,599	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	432,055
Excess (Deficiency) of Revenues over Expenditures	\$ (40,078)	\$ 78,084	\$ 408,249	\$ (52,195)	\$ (24,051)	\$ (80,173)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	289,835

Windward

Community Development District

LONG TERM DEBT REPORT

SERIES 2018A-1, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	4.500%, 5.100%, 5.700%, 5.800%	
MATURITY DATE:	5/1/2049	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$121,730	
RESERVE FUND BALANCE	\$121,730	
BONDS OUTSTANDING - 11/07/18		\$3,460,000
PRINCIPAL PAYMENT - 05/01/20		(\$50,000)
PRINCIPAL PAYMENT - 05/01/21		(\$50,000)
PRINCIPAL PAYMENT - 05/01/22		(\$50,000)
CURRENT BONDS OUTSTANDING		\$3,310,000

SERIES 2018A-2, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	5.800%	
MATURITY DATE:	11/1/2029	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL INTEREST	
RESERVE FUND REQUIREMENT	\$145	
RESERVE FUND BALANCE	\$145	
BONDS OUTSTANDING - 11/07/18		\$4,120,000
SPECIAL CALL - 05/01/19		(\$150,000)
SPECIAL CALL - 08/01/19		(\$245,000)
SPECIAL CALL - 11/01/19		(\$330,000)
SPECIAL CALL - 02/01/20		(\$200,000)
SPECIAL CALL - 05/01/20		(\$205,000)
SPECIAL CALL - 08/01/20		(\$305,000)
SPECIAL CALL - 11/01/20		(\$665,000)
SPECIAL CALL - 02/01/21		(\$580,000)
SPECIAL CALL - 05/01/21		(\$85,000)
SPECIAL CALL - 08/01/21		(\$1,060,000)
SPECIAL CALL - 11/01/21		(\$210,000)
SPECIAL CALL - 02/01/22		(\$75,000)
SPECIAL CALL - 05/01/22		(\$5,000)
SPECIAL CALL - 11/01/22		(\$5,000)
CURRENT BONDS OUTSTANDING		\$0

Windward

Community Development District

LONG TERM DEBT REPORT

SERIES 2020A-1, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	3.00%, 3.650%, 4.250%, 4.500%	
MATURITY DATE:	5/1/2051	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$127,656	
RESERVE FUND BALANCE	\$127,656	
BONDS OUTSTANDING - 10/29/20		\$4,230,000
PRINCIPAL PAYMENT - 05/01/22		(\$75,000)
CURRENT BONDS OUTSTANDING		\$4,155,000

SERIES 2020A-2, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	4.400%	
MATURITY DATE:	11/1/2035	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL INTEREST	
RESERVE FUND REQUIREMENT	\$96,360	
RESERVE FUND BALANCE	\$120,070	
BONDS OUTSTANDING - 10/29/20		\$8,010,000
SPECIAL CALL - 11/01/21		(\$230,000)
SPECIAL CALL - 02/01/22		(\$675,000)
SPECIAL CALL - 05/01/22		(\$480,000)
SPECIAL CALL - 08/01/22		(\$715,000)
SPECIAL CALL - 11/01/22		(\$485,000)
SPECIAL CALL - 02/01/23		(\$1,045,000)
CURRENT BONDS OUTSTANDING		\$4,380,000

**WINDWARD
COMMUNITY DEVELOPMENT DISTRICT**

Special Assessment Receipts
Fiscal Year 2023

TOTAL ASSESSMENT LEVY							\$ 566,250.00	\$ 259,200.00	\$ 175,680.00	\$ 1,001,130.00
							Gross \$ 532,275.00	\$ 243,648.00	\$ 165,139.20	\$ 941,062.20
							ASSESSED THROUGH COUNTY			
							56.56%	25.89%	17.55%	100.00%
DATE	DESCRIPTION	GROSS AMT	DISC/PENALTY	COMMISSIONS	INTEREST	NET RECEIPTS	O&M Portion	S2018 DSF Portion	S2020 DSF Portion	Total
11/18/22	ACH	\$4,764.38	(\$250.13)	(\$90.29)	\$0.00	\$4,423.96	\$2,502.24	\$1,145.40	\$776.32	\$4,423.96
11/22/22	ACH	\$161,330.00	(\$6,453.20)	(\$3,097.53)	\$0.00	\$151,779.27	\$85,848.00	\$39,296.78	\$26,634.49	\$151,779.27
12/09/22	ACH	\$698,006.40	\$0.00	(\$13,960.13)	\$0.00	\$684,046.27	\$386,904.00	\$177,104.66	\$120,037.61	\$684,046.27
12/22/22	ACH	\$48,841.00	\$0.00	(\$976.82)	\$0.00	\$47,864.18	\$27,072.50	\$12,392.39	\$8,399.29	\$47,864.18
01/10/23	ACH	\$3,048.52	\$0.00	(\$60.97)	\$0.00	\$2,987.55	\$1,689.79	\$773.50	\$524.26	\$2,987.55
01/10/23	ACH	\$19,293.30	\$0.00	(\$385.87)	\$0.00	\$18,907.43	\$10,694.25	\$4,895.27	\$3,317.91	\$18,907.43
01/24/23	ACH	\$0.00	\$0.00	\$0.00	\$640.34	\$640.34	\$362.18	\$165.79	\$112.37	\$640.34
02/09/23	ACH	\$12,994.80	\$0.00	(\$259.89)	\$0.00	\$12,734.91	\$7,203.01	\$3,297.16	\$2,234.74	\$12,734.91
03/10/23	ACH	\$4,375.80	\$0.00	(\$87.52)	\$0.00	\$4,288.28	\$2,425.50	\$1,110.27	\$752.51	\$4,288.28
TOTAL							\$524,701.47	\$240,181.22	\$162,789.50	\$927,672.19

99%	Gross Percent Collected
\$ 13,390.01	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

K. Hovnanian at Mystic Dunes, LLC							
Net Assessments				\$467,780.00	\$117,500.00	\$90,240.00	\$260,040.00
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	DEBT SERVICE FUND 2020 A1	DEBT SERVICE FUND 2020 A2
12/13/22	12/1/22	4864	\$103,870.00	\$103,870.00	\$58,750.00	\$45,120.00	
2/15/23	2/1/23	5312	\$51,935.00	\$51,935.00	\$29,375.00	\$22,560.00	
	4/1/23		\$130,020.00				\$0.00
	5/1/23		\$51,935.00		\$0.00	\$0.00	
	9/1/23		\$130,020.00				\$0.00
				\$467,780.00	\$155,805.00	\$88,125.00	\$67,680.00
							\$0.00

SECTION 3



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 25, 2023

Ms. Brittany Brookes
Recording Secretary
Windward Community Development District
219 E. Livingston St.
Orlando, FL 32801

RE: Windward Community Development District – Registered Voters

Dear Ms. Brookes:

Thank you for your letter requesting confirmation of the number of registered voters within the Windward Community Development District as of April 15, 2023.

The number of registered voters within the Windward CDD is 625 as of April 15, 2023.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

A handwritten signature in blue ink that reads "Mj. Arrington".

Mary Jane Arrington
Supervisor of Elections

