

***Windward  
Community Development District***

***Agenda***

***February 19, 2025***

# AGENDA

# *Windward*

## *Community Development District*

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219 East Livingston Street, Orlando, FL 32801

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

February 12, 2025

Board of Supervisors  
Windward Community  
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Windward Community Development District will be held **Wednesday, February 19, 2025 at 1:00 p.m. at 7813 Four Seasons Blvd., Kissimmee, Florida 34747.** Following is the agenda for the meeting:

### **Board of Supervisors Meeting**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment Period
5. Approval of Minutes of the January 15, 2025 Board of Supervisors Meeting
6. Staff Reports
  - A. Attorney
    - i. Reimbursement Request for Sod Replacement Costs
    - ii. Demand Letter to Juniper
    - iii. Consideration of Assignment of Easement Agreement from K. Hovnanian at Mystic Dunes, LLC, as Amended by First Amendment to Easement Agreement, for Wall/ Fence, Landscape and Irrigation Near Formosa Gardens Blvd.
  - B. Engineer
  - C. District Manager
    - i. Approval of Check Register
    - ii. Paid/ Unpaid Invoices for Approval
    - iii. Balance Sheet and Income Statement
    - iv. Streetlight Cost Breakdown
    - v. Approval of 2020A Requisitions No. 9 & 10
  - D. Field Manager
    - i. Consideration of Proposals for Tree Straightening
      - a. Tree Bubbler Removal and Cap
      - b. Parkway Tree Straightening
      - c. Verge Sod Repair
7. Other Business
8. Supervisors' Requests
9. 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, **January 15, 2025** at 1:00 p.m. at 7813 Four Seasons Boulevard, Kissimmee, Florida.

Present and constituting a quorum were:

Tom Peltier	Chairman
Ernest Hofer	Vice Chairman
Greg Bobonik	Assistant Secretary

Also Present were:

Jason Showe	District Manager
Kristen Trucco	District Counsel
Steven Saha	District Engineer
Thomas Santos	Field Manager
Several Residents	

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Showe called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Roll Call**

Mr. Showe called the roll.

**THIRD ORDER OF BUSINESS**

**Pledge of Allegiance**

Mr. Showe led the pledge of allegiance.

**FOURTH ORDER OF BUSINESS**

**Public Comment**

Ms. Fallucca stated last month I asked about the irrigation on the ponding area next to my property. It is still being watered seven days a week. Why?

Mr. Showe stated Thomas and I met with KHov; the developer put in that temporary irrigation line that goes along the fence. I will work with them to get rid of that and I will find out where they are in the process.

Ms. Konem stated the code has not been changed in two years on the gate going and coming from Mystic Dunes. We find more vehicles flying through our streets. Can we have the codes changed?

Mr. Showe stated I think the HOA handles the access but we will find out. The CDD doesn't deal with the access on any of the gates. We handle the repairs on the gates but not access.

Ms. Barsa asked can we discontinue installing annuals and replace it with mulch? What plans do you have to reduce the costs to the community for the CDD? What programs are you going to cut, what expenses and what can we do in the future to make it cheaper for people who live here?

Mr. Mullins stated in 2023 the CDD has given Juniper approval to replace 77 palm trees in the community. At that meeting Juniper said they had to decide which trees were dying or dead and that is why they hadn't been removed. It is now January 2025, how are you going to address all the dead palm trees in our community.

Mr. Peltier stated they did an analysis of the palms throughout the community and we are waiting for that report.

Mr. Mullins stated I want the Board to realize that by not removing those trees, they have affected trees in residents' yards and the clubhouse.

Mr. Chin stated a company came by and took out some trees off the verge. When are they are going to replace them or if they are going to replace them.

Mr. Showe stated that was not coordinated through the CDD. They might have coordinated with the HOA.

**FIFTH ORDER OF BUSINESS**

**Approval of the Minutes of the December 18, 2024 Meeting**

<p>On MOTION by Mr. Hofer seconded by Mr. Bobonik with all in favor the minutes of the December 18, 2024 meeting were approved as presented.</p>
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**SIXTH ORDER OF BUSINESS****Staff Reports****A. Attorney**

Ms. Trucco stated since the last Board meeting, the HOA counsel and I have had an opportunity to talk about several verge issues that have gone on for multiple years. It is very clear that they are eager to collaboratively work with the CDD to reach resolution that is in all of the residents' favor because as we have spoken of before the same members of the HOA are members of the CDD. Both entities understand that and they want to do what is in the best interest of all the residents.

They have provided a proposal that was added late to the agenda. It basically states that the HOA's new contractor, ULS would undertake several maintenance services on the verge that is owned by the CDD that are outlined in the fourth paragraph. The verge is the grass area between the street and sidewalk. What is not included are repairs, replacement and straightening of trees in the verge area in front the residential lots, sod replacement and mulching. Their contractor quoted them \$1,000 per month for those services included. The cost will be paid by the HOA and will not be presented to the CDD for reimbursement.

If we wanted their contractor to do things that are not included such as mulching, sod replacement, straightening of the trees, replacement of the trees, that would be a cost of the CDD. We also talked about the fact that the CDD is entitled to certain benefits that the HOA is not and vice versa. One of those things is sovereign immunity and we want to come up with a license agreement that will protect the residents and utilize the benefits that both these entities have under the law to the greatest extent possible. To the extent the CDD can assist in asserting a defense for sovereign immunity if there is any type of liability the CDD would work with the HOA to get the best result possible. The CDD has sales tax exemption and if the CDD can assist in some way we are happy to do that. We do need to spell out all these terms in a formal license agreement. They have submitted this proposal and we can get Board comment on this and because it was late in the agenda I would like to open it up to additional public comment.

Is there any member of the public would like to comment on the proposal?

Ms. Kerr stated the original contract with Prince & Sons, were they expected to provide that service in their contract?

Ms. Trucco responded no. The verge is not in the CDD scope.

Mr. Park stated it sounds like what we are doing is business as usual. We changed members but I'm not sure we have changed cultural attitudes, which direction the CDD is going. If we are

going to pay more money for things, then I would ask if the members can find funds out of the existing budget because we have been increasing dues over the last year and a half, like \$1,600. We are at a point where CDD costs which are equal to the tax base that people are paying on their homes. We need to change the thought for how we are going about doing this or let the residents realize that we have an open-ended cost basis going forward. What are the specific goals and objectives that we have for the next year?

Ms. Trucco stated this proposal suggests that the HOA would not be billing the CDD separately the \$1,000 per month. That is a recent development since this Board has taken seat.

Mr. Weber stated the HOA is talking to the CDD about taking over the service. Does the cost of your contract go down?

Ms. Trucco stated the CDD has never paid those costs. That was not in the original scope for the CDD's contract. We were under the impression that was included in the HOA's contract. There have been multiple efforts for a few years to get to the bottom of that.

A resident stated I was told when I bought into this community that the CDD was a one-time charge of \$1,200 that has skyrocketed. I don't appreciate hearing that you are slipping more into my pocket that seems to be your responsibility. I have watched the new landscaping company come through my backyard and straighten every tree behind my home yet the tree in front of my house is about on the road. Is that something you are looking to do or will it be four months down the road like the irrigation? You need to keep the fees down; they are way too high.

A resident stated in listening to this negotiation that took place between the attorneys and the Board, the CDD and HOA, I'm glad that is finally happening. It doesn't make sense that an HOA landscaper would stop one place and a CDD landscaper come in and mow the verge where no homes are located. I think the HOA Board should look at that and all the verge and not stop so it is done by one contractor.

Ms. Trucco stated that is a fair point and the Board can direct us to look at that. I believe that is part of the scope of the Prince & Sons contract.

Mr. Bobonik stated the Board appreciates what you have to say. We are working towards reductions as well as looking at every aspect of every contract. This is our second meeting so you are going to have to give us a little bit of time. As of Monday we have no one to cut the verge so we need to get a contract in place to do the basic maintenance, then we can start negotiating the



next contract to figure out how to bring it all under one umbrella. We have negotiated for four months to come up with an agreement for the verge.

Mr. Peltier stated we are looking at \$1,000 a month for that verge area; when it was priced out by another contract it was over that amount. We worked with the HOA to come up with the best solution for the community.

On MOTION by Mr. Bobonik seconded by Hr. Hofer with all in favor staff was authorized to proceed with the agreement allowing the HOA to maintain the verge as outlined in the proposal and District counsel was authorized to prepare a license agreement to be brought back to the Board for consideration and the chair was authorized to execute the agreement when finalized.

Mr. Peltier stated it looks like Juniper is in breach of their contract and I would like counsel to draft a demand letter.

On MOTION by Mr. Peltier seconded by Mr. Bobonik with all in favor staff was authorized to send a demand letter to Juniper and the chair was authorized to work with counsel to finalize the letter.

**B. Engineer**

There being no comments, the next item followed.

**C. Manager**

**i. Approval of Check Register**

Mr. Showe stated the only checks on this register are the Toho and Duke invoices.

On MOTION by Mr. Hofer seconded by Mr. Bobonik with all in favor the check register was approved.

**ii. Unpaid Invoices for Approval**

On MOTION by Mr. Hofer seconded by Mr. Bobonik with all in favor the unpaid invoices were approved for payment.

Mr. Showe stated we will refine this process so that you get what you need and we get what we need.

**iii. Balance Sheet and Income Statement**

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

Mr. Showe stated we just started 2025 and that resets the requirement for your four hours of ethics training.

If we want to continue holding workshops, instead of advertising them individually we can advertise an 11 a.m. workshop in the day of every Board meeting. We can advertise that one time for the rest of the year and hold or cancel the workshop.

On MOTION by Mr. Hofer seconded by Mr. Peltier with all in favor staff was authorized to notice a workshop at 11:00 a.m. on the days the Board holds meetings.
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**D. Field Manager**

**i. Well Update**

Mr. Santos stated we had a vendor look at the well and they deemed they were not able to dig further into it but they did give us a price of \$1,000 to remove the equipment and cap it. I'm going to get another opinion.

Mr. Bobonik stated the previous cost was \$5,600 to grout it and cap it. That is why we were asking.

Mr. Peltier asked is this going to be a cost to KHov because they didn't abandon the well the right way?

Mr. Showe stated if that is the Board's direction that we go to them and make that part of the deficiency report we can do that.

Ms. Trucco stated I think we need to understand. Did they not comply with something? We might need the assistance of the engineer to determine that, if we get that confirmation then we need to go back to the developer

Mr. Peltier stated also the pond needs to be corrected to the original design. They went around that area to avoid the well.

Mr. Showe stated we will take that as direction from the Board and work with the engineer to determine what was on the plans.

Mr. Santos stated also the storm drain in the pond behind Mystic Dunes, I came up with a plan to conduct the repairs on our end. If we did it inhouse we would need to rent all the equipment, we believe we can get a vendor to do it cheaper and we are working to get proposals to get it done as cost effectively as we can.

Mr. Bobonik stated I would like to cap all the soaker heads in the verge area for the trees that have been there for a year. When they take off the soaker heads, keep them so we can use them in the future.

Mr. Santos stated that would be a separate proposal.

Mr. Showe stated I suggest we get a quote from United since they will be maintaining the verge area.

**SEVENTH ORDER OF BUSINESS                      Other Business**

There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS                      Supervisor’s Requests**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS                      Adjournment**

On MOTION by Mr. Peltier seconded by Mr. Hofer with all in favor the meeting adjourned at 1:54 p.m.

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

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION A

# SECTION 1

**From:** [Kristen Trucco](#)  
**To:** [Attorney Romaine Brown, Esq.](#); [Karen Siddik](#)  
**Cc:** [Jan Carpenter](#); [Kristen Trucco](#)  
**Subject:** RE: scan Re John Lopez Demand  
**Date:** Monday, February 10, 2025 4:15:00 PM  
**Attachments:** [20250107100816675.pdf](#)  
[image001.png](#)  
[image002.png](#)

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Good afternoon Romaine, I'm confirming receipt of your email below (dated 2/5) and attachment. Please note, we serve as counsel to the Windward Community Development District. (the "CDD"). You mentioned the "HOA" and "association" in your email so I wanted to bring this to your attention just in case you meant to contact the HOA's counsel and not the CDD's counsel. If not, please know that this request must go back to the CDD's Board of Supervisors for their consideration and review. The CDD's next Board of Supervisors meeting is on Feb. 19th and I can discuss it with the Board then. In the interim and to assist in the review of your client's request, can you please confirm the following for me:

- did your client receive permission from the CDD to replace sod located on the CDD's property?
- did your client receive confirmation from the CDD that he would be reimbursed for such sod replacement?
- what statute section and/or contract provision permits your client to replace sod located on the CDD's property?
- what statute section and/or contract provision entitles your client to reimbursement for the alleged sod replacement?

Thank you and best regards,



201 S. Orange Avenue, Suite 1400

Orlando, Florida 32801

407-481-5800 Main

407-481-5806 Direct

630-453-3871 Cell

407-481-5801 Fax

[ktrucco@lathamluna.com](mailto:ktrucco@lathamluna.com)

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ADDRESS OR AT (407) 481-5800, AND THEN DELETE THIS MESSAGE. THANK YOU.

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**From:** Attorney Romaine Brown, Esq. <rbrown@romainebrownpa.com>

**Sent:** Wednesday, February 5, 2025 5:02 PM

**To:** Kristen Trucco <ktrucco@lathamluna.com>; Karen Siddik <legalasst@romainebrownpa.com>

**Subject:** Fwd: scan Re John Lopez Demand

Attorney Trucco,

My office represents John Lopez regarding a very small issue with the sod and his lawncare.

See the attached letter and invoice.

Mr. Lopez has requested that the association reimburse him for the Sod or provide a credit on his HOA dues.

Please advise if the association will agree to settle this matter.

Thank you,

Romaine Brown, Esq.

December 18<sup>th</sup>, 2025

To: Kristen Trucco  
Lathen, Luna, Eden & Beaudine  
From: John Lopez  
RE: Invoice – Sod

Dear Ms. Trucco,

It was a pleasure speaking with you on Tuesday, Dec. 17th, 2025.

As we discussed, please find enclosed the invoice {# 1695} for the sod replacement for the curbside on my property at 7940 Hanson Bay Pl., Kissimmee, FL 34747.

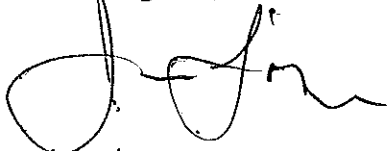
After about eight months of looking at “dirt” in front of my house, I finally had the sod replaced myself, paying cash, as I was getting nowhere with the HOA and CDD. Each claimed it was the other’s responsibility, and no one wanted to take accountability.

This situation has caused me undue stress and has affected my health. It is very stressful and embarrassing to have a beautiful home with the outside looking like a low-end community. Our HOA and CDD fees are quite high, yet we are not receiving the services we should for what we are paying.

I appreciate you taking the lead on this issue and ensuring I am reimbursed for my out-of-pocket expense for the sod replacement.

Thank you in advance for your time and attention to this matter.

Best regards,

A handwritten signature in black ink, appearing to read 'John Lopez', with a stylized flourish at the end.

John Lopez  
7940 Hanson Bay Pl.  
Kissimmee FL 34747  
407.334.5893





Jorge Arenas  
Po. box 213 Lady lake Fl 32158  
arenas\_jorge@aol.com  
407 600 8306  
Tax Reg N°: 6.5

## Invoice

Invoice No: 1695  
Date: 12/03/2024  
Terms: NET 7  
Due Date: 12/10/2024

Bill To: Jonh Lopez  
bluboy10@yahoo.com  
7940 Hanson Bay Pl  
Kissimmee, FL, 34747-2756  
407-3345893

Description	Quantity	Rate	Amount
* 1 pallet of soyzia	1	\$550.00	\$550.00
* 1x waste disposal			
		Subtotal	\$550.00
		TAX 0%	\$0.00
		Total	\$550.00
		Paid	\$0.00
		<b>Balance Due</b>	<b>\$550.00</b>

*Jorge Arenas*  
*12/10/24 Paid*

# SECTION 2

*to be provided under  
separate cover*

# SECTION 3

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

Robert M. Poppell, Esq.  
Akerman LLP  
420 South Orange Avenue, 12th Floor  
Orlando, Florida 32801

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**EASEMENT AGREEMENT**  
(Wall/Fence, Landscape and Irrigation)

**THIS EASEMENT AGREEMENT ("Agreement")** is made as of January 30, 2017 ("**Effective Date**"), by and between **MYSTIC DUNES, LLC**, a Delaware limited liability company ("**Dunes**"), and **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company ("**KHOV**"), with reference to the following facts:

A. Dunes is the owner of property described in **Exhibit "A"** attached hereto and by this reference incorporated herein ("**Dunes Property**").

C. KHOV is the owner/developer of the single-family residential portions of the Mystic Dunes DRI/PD located within the vicinity of the Dunes Property and portions of which are separated from the right-of-way of Formosa Gardens Boulevard by the Dunes Property ("**KHOV Project**").

D. The parties, by execution of this Agreement, desire to establish upon the Dunes Property, in favor of KHOV and the KHOV Project, a wall/fence, landscape and irrigation easement, all upon the terms and provisions more specifically set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual grants and covenants herein and the further consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by reference.

2. **Grant of Easement.** Dunes does hereby grant to KHOV, its successors and assigns, including any property owners' association or community development district, for the benefit of the KHOV Project, a perpetual, non-exclusive easement in, over, upon, across and through a portion of the Dunes Property, as more particularly described on **Exhibit "B"**, to construct, install, own, use, operate, inspect, maintain, service, repair, reconstruct, and replace

{39566561;7}

{39566561;7} {39566561;6} Page

the "Wall/Fence, Landscape and Irrigation Improvements" (defined below) ("**Easement**"). The easement rights granted hereunder shall also include the right in favor of KHOV to (i) grade, excavate, slope, fill, and/or sod the Dunes Property; provided, however, that any such grading, excavation, slope work, fill work, and/or sod work by the KHOV within the Dunes Property may not adversely impact the drainage or development/use of the Dunes Property or any property adjacent to the Dunes Property, and (ii) enter upon other property under the control of Dunes located immediately adjacent to the Dunes Property as minimally necessary and with the least amount of disruption as possible, for the purposes of KHOV's exercise of the easement rights, and of such other rights, as are granted herein. KHOV, at its sole cost and expense, shall also have the right to clear and keep clear all trees, undergrowth, and other obstructions out of and away from the Wall/Fence, Landscape and Irrigation Improvements that may interfere with normal operation, use, and/or maintenance of the Wall/Fence, Landscape and Irrigation Improvements for their intended purpose.

The "**Wall/Fence, Landscape and Irrigation Improvements**" shall mean wall or fence improvements between the right-of-way of Formosa Gardens Boulevard and the KHOV Project, together with landscaping, irrigation, lighting (landscape, sidewalk, and/or street), and other aesthetic features and improvements as are approved/required by governmental authorities, and are otherwise reasonably deemed necessary or beneficial by KHOV for the benefit of the KHOV Project. KHOV shall provide Dunes with a reasonable opportunity to review and provide feedback to construction drawings and other plans for the Wall/Fence, Landscape and Irrigation Improvements prior to a submittal for governmental permits and/or governmental approvals that may be necessary for their erection/installation. For purposes of this Agreement, eight (8) business days would be deemed a reasonable time frame unless such drawings and plans are so extensive that more time for a response and feedback would be warranted. Under such circumstances where there are extensive drawings and plans, Dunes shall provide written notification to KHOV within eight (8) business days explaining why the review is extensive and shall provide an estimated time frame for its response and feedback, but in no event shall the review time be longer than fifteen (15) days.

The easement rights granted herein to KHOV are non-exclusive in nature and are subject to all matters of record. Dunes shall have the right to use the Dunes Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of KHOV, which would not in any way impair KHOV's exercise of its easement rights granted herein, which does not interfere with or disrupt KHOV's ability to access the Dunes Property (or any part thereof), and which does not interfere with or disrupt KHOV's operations within the Dunes Property or the functioning of any Wall/Fence, Landscape and Irrigation Improvements placed within the Dunes Property.

3. Construction and Maintenance Obligations. KHOV shall be responsible, at its sole cost and expense, to procure any and all governmental permits or approvals necessary for the erection/installation of any Wall/Fence, Landscape and Irrigation Improvements placed within the Dunes Property. KHOV shall maintain, at its sole cost and expense, any Wall/Fence, Landscape and Irrigation Improvements placed within the Dunes Property. KHOV acknowledges and agrees that the Easement, including the construction, maintenance and use

thereof, shall be subject to, and shall comply with, all applicable permits, statutes, ordinances, laws and governmental rules and regulations.

KHOV, at its sole cost and expense, shall promptly repair and restore to original condition (or as near as is reasonably practicable) any damage or disturbance caused to the Dunes Property or any real property, improvements or other personal property of Dunes that was caused by KHOV or its contractors, agents or employees.

Dunes has the right to modify or relocate the Easement should it be necessary or convenient for the development of Dunes, provided that (i) the modified or relocated Easement shall not adversely impact the function of the Wall/Fence, Landscape and Irrigation Improvements, and (ii) Dunes shall be responsible for relocating the affected Wall/Fence, Landscape and Irrigation Improvements, other related improvements, landscaping or signage (and shall reconstruct or reinstall the same at its sole cost and expense and of similar design and quality). Prior to such modification or relocation, the parties shall enter into an amendment to this Agreement terminating any part of the easement no longer in use and granting new easement(s) for the new or relocated Wall/Fence, Landscape and Irrigation Improvements. In the event Dunes exercises its rights under this paragraph, Dunes shall provide KHOV with a reasonable opportunity to review and provide feedback to construction drawings and other plans for the Wall/Fence, Landscape and Irrigation Improvements prior to a submittal for governmental permits and/or governmental approvals that may be necessary for their erection/installation. For purposes of this Agreement, eight (8) business days would be deemed a reasonable time frame unless such drawings and plans are so extensive that more time for a response and feedback would be warranted. Under such circumstances where there are extensive drawings and plans, KHOV shall provide written notification to Dunes within eight (8) business days explaining why the review is extensive and shall provide an estimated time frame for its response and feedback, but in no event shall the review time be longer than fifteen (15) days.

4. Insurance. KHOV's actions upon the Easements shall be included in and covered by KHOV's policies of liability and hazard insurance. Such insurance shall name Dunes as an additional insured. KHOV shall provide evidence of insurance to Dunes upon reasonable request.

5. Construction Liens. No right or privilege created hereunder in favor of KHOV shall permit or empower KHOV to encumber the Dunes Property or any other property owned by Dunes with construction liens for unpaid work, labor, supplies or materials. KHOV shall not suffer or permit any construction lien to be filed against the Dunes Property, and in the event of any such construction lien attaching to the Dunes Property, KHOV shall promptly have same removed either by paying such lien in full, or by transferring such lien to other security, or by posting a bond in favor of Dunes sufficient to satisfy the lien. If KHOV causes or allows any construction liens to be filed in contradiction of the terms hereof, and, thereafter, fails to remove same within ten business (10) days of KHOV's actual notice that said lien has been filed, then Dunes, at its election, may pay and satisfy the same, or transfer same to other security, and in such event KHOV shall reimburse to Dunes any and all sums so paid, including interest at the highest rate allowed by Florida law accruing from the date of payment by Dunes of the lien amount and including all reasonable costs and expenses incurred by Dunes in connection

therewith or in connection with enforcing this provision, including attorneys', paralegal's and other professional's fees incurred, whether before trial, at trial or upon any appeal. Notwithstanding anything in the foregoing to the contrary, the terms and provisions of this Section are not intended, and shall not be construed, to limit any other remedies available to Dunes under this Agreement.

6. Indemnity. To the fullest extent allowed by law, KHOV agrees to be fully responsible for its negligent acts, errors, omissions, or tortious acts, in connection with the exercise of its rights under the Easement which result in claims, suits, liability, demands, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and paralegals' fees, whether or not suit be brought) (collectively, "**Claims**") against Dunes. KHOV shall defend, indemnify and hold harmless Dunes and its parent and affiliate entities, along with its agents contractors and employees, from and against Claims arising out of KHOV's (including anyone acting under its direction, control or behalf) negligent acts, errors, omissions, or tortious acts in connection with the exercise of its rights under the Easement.

7. Enforcement/Remedies/Attorneys' Fees. In the event any party defaults in any of its covenants, obligations, promises or requirements set forth in this Agreement, the other parties with rights hereunder shall be entitled to pursue and enforce all remedies or rights specified in this Agreement, as well as any remedies or rights that may otherwise be available at law and/or in equity, including, but not limited to, specific performance. Notwithstanding the foregoing, under no circumstances shall any party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of default by such party hereunder. Notwithstanding any other term or provision of this Agreement to the contrary, no breach hereunder shall entitle any party or person to cancel, rescind, or otherwise terminate this Agreement or the Easement granted hereunder.

The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach, default, or violation, or as to any other breach, default, or violation occurring prior to or subsequent thereto. The parties acknowledge and agree that the pursuit by a party of any one remedy shall not operate as an election of remedies prohibiting the pursuit of other remedies established by this Agreement.

No breach, failure to comply with any term or provision of this Agreement, nor failure of a covenant, warranty, or representation contained herein, shall be considered a "default" until a non-breaching party has provided written notice of the breach to the breaching party and the breach has gone uncured for a period of ten (10) days; provided, however, that if such breach is of a nature that it cannot reasonably be cured within ten (10) days, then the breaching party shall have ten (10) days from the receipt of written notice from the non-breaching party to commence said required cure, and the amount of time reasonably necessary to complete said required cure, which reasonable time shall in no event exceed thirty (30) days from the receipt of written notice from the non-breaching party, unless otherwise extended by the non-breaching party in writing.

In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be



entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, at trial or on appeal or at any rehearing.

8. Mortgagee Provisions. All terms and provisions of this Agreement shall be binding upon any mortgagee or any party claiming under the mortgagee with respect to obligations and defaults under this Agreement occurring after the mortgagee or party claiming under such mortgagee shall acquire title by reason of foreclosure of the mortgage held by any mortgagee or by a conveyance in lieu of foreclosure. Any mortgagee shall have the same right as the owner who owns the property which is subject to the lien held by such mortgagee may have to cure any default by such owner under this Agreement and in the event such mortgagee shall cure any default, such curative action shall have the same effect, and such default shall be deemed cured to the same effect, as if such action had been taken by the owner.

9. Estoppels. Each party hereto shall, within ten (10) business days after receipt of written request of the other party, execute and deliver an acknowledgment, in such reasonable form as may be requested, stating to such party's knowledge whether the easements and covenants set forth in this Agreement are in full force and effect (and, if not, the specific areas of relinquishment of same), that said party knows of no violation thereof (if such is the case and if not, what violations exist), and that the requesting Party is in compliance therewith (if such is the case and if not, the specific areas of non-compliance).

10. Time of the Essence. Time is of the essence of this Agreement. Notwithstanding anything in the foregoing to the contrary, in the event that the time for performance of any event or obligation under this Agreement ends on a Saturday, Sunday, or legal holiday, then the date for performance of such event or obligation shall automatically extend to the next day that is not a Saturday, Sunday or legal holiday.

11. Notices. Any notice, request, demand, instruction or other communication to be given to any party with rights or obligations hereunder shall be in writing and shall be hand delivered or sent by Federal Express or a comparable overnight mail service, or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or email (with a copy of such notice dispatched the same day by one of the other approved methods specified herein) as noted below, to KHOV, Dunes, KHOV's Counsel, and Dunes' Counsel, at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt or delivery of said notice at the appropriate address as is set forth below. The addressees and addresses for the purpose of this Section 11 may be changed by giving notice of such change in compliance with this Section 11. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder. The parties acknowledge and agree that their respective legal counsel shall be permitted to deliver notices on behalf of their respective clients.

If to KHOV to: Jim Vanderwoud, Esquire  
Chief Legal Counsel - Florida Region

K. Hovnanian Homes  
1245 W Fairbanks Ave., Suite 300  
Winter Park, FL 32789  
E-mail: jvanderwoud@khov.com

With a copy to: Robert M. Poppell, Esquire  
Akerman LLP  
420 South Orange Avenue, 12th Floor  
Orlando, Florida 32801  
E-mail: robert.poppell@akerman.com

If to Dunes to: Jared Finkelstein, Esquire  
General Counsel  
Diamond Resorts International  
10600 West Charleston Boulevard  
Las Vegas, NV 89135  
E-mail: Jared.Finkelstein@diamonoresorts.com

With a copy to: Gregory D. Lee, Esquire  
Baker & Hostetler LLP  
200 South Orange Avenue, Suite 2300  
Orlando, Florida 32801  
E-mail: glee@bakerlaw.com

12. Binding on Successors and Assigns. It is expressly understood and agreed that all grants, obligations, benefits and burdens of the parties under this Agreement shall be covenants appurtenant to and running with the land in perpetuity, and shall apply to, be binding upon, and inure to the benefit of, all present and future owners of the Dunes Property and the KHOV Property and to their heirs, successors, assigns and transferees of all or any portion of the Dunes Property or the KHOV Property, respectively.

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among Dunes and KHOV nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate party, and no such party shall have the right to act as an agent for another party unless expressly authorized to do so herein or by separate instrument signed by the party to be charged.

KHOV may assign all of its rights, duties and obligations arising under this Agreement to a homeowners association that has been formed for the KHOV Project and that has the financial ability to perform the obligations of KHOV under this Agreement, and that has expressly assumed such rights, duties and obligations, in which case the homeowners association shall thereafter be the obligor with respect to such obligations under this Agreement.

13. Future Cooperation. Each party shall cooperate fully with the other, without cost or the incurring of any expense, and execute other documents, as may, from time to time, be reasonably necessary or desirable, at the other party's reasonable request, in order to facilitate the

purposes of the Easement contemplated under this Agreement, including, but not limited to, the execution, acknowledgment and delivery of such governmental permits and applications, as may be reasonably required for the fulfillment of the rights granted to KHOV.

14. No Dedication/Third Party Beneficiaries. Nothing contained herein shall create any rights in the general public. Furthermore, this Agreement is made for the exclusive benefit of the parties hereto and their respective legal representatives, heirs, successors-in-title, transferees and assigns, but not for any third person except as otherwise specifically provided herein. No party hereto shall be liable by virtue of this Agreement (and nothing in this Agreement shall constitute an obligation or promise in favor of) to any contractor, subcontractor, materialman, laborer or others for materials or services furnished or delivered by them, or employed in any such construction and installations, at the request of the other party.

15. Captions, Number and Gender. The captions and headings are for the convenience only and are not intended to be used in construing any provision of this Agreement. The singular and plural shall each include the other where appropriate. Words of any gender shall include other genders when the context so permits.

16. Governing Law. The laws of the State of Florida shall govern this Agreement.

17. Incidental Rights. Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily incidental thereto.

18. Entire Agreement, Amendment; Rescission. This Agreement sets forth the entire agreement between Dunes and KHOV relating to the subject matter herein and supersedes all prior and contemporaneous negotiations, understanding and agreements, written or oral, between the parties. This Agreement may be modified, rescinded, destroyed or terminated only by an instrument in writing executed and acknowledged in the manner suitable for recording, by all of the then record owners and mortgagees of the Dunes Property and the KHOV Property, which instrument of amendment, rescission, termination or destruction to be fully effective, must be recorded in the public records of Osceola County, Florida.

19. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. local time in Osceola County. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

20. Counterparts. The parties to this Agreement may execute different counterparts of the Agreement, in such event all such counterparts shall be considered to constitute one single document.

21. Severability. In the event any provision of this Agreement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from the remainder of this Agreement and such void, unlawful or unenforceable provision shall be replaced automatically by a provision containing terms as nearly as possible to the void, unlawful or unenforceable provision, but which still remains valid and enforceable; and this Agreement as so modified shall continue to be in full force and effect.

**[Remainder of Page Intentionally Blank - Signatures Begin on Page 8]**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

"DUNES"

MYSTIC DUNES, LLC, a Delaware limited liability company

By: TEMPUS ACQUISITION, LLC, a Delaware limited liability company, its manager

[Signature]  
Print Name: Michael Avila

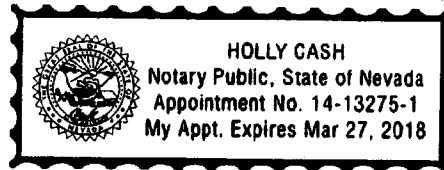
[Signature]  
Print Name: South McKinney

By: [Signature]  
Print Name: Jared Finkelstein  
Its: SVP - General Counsel

STATE OF ~~FLORIDA~~ Nevada  
COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 22 day of December, 2016, by Jared Finkelstein as SVP - General Counsel of Tempus Acquisition, LLC, a Delaware limited liability company, as manager of MYSTIC DUNES, LLC, a Delaware limited liability company, on behalf of said entities. He or she is personally known to me or has produced as identification.

[Signature]  
Notary Public, State and County Aforesaid.  
My Commission Expires: 3-27-2018



Signed, sealed and delivered  
in the presence of:

Sylvia Weber Fall  
Print Name: Sylvia Weber Fall

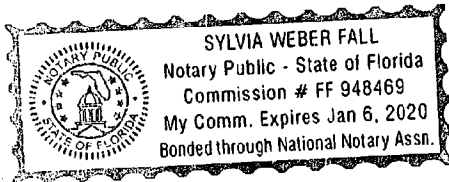
BENNETT S RUENIC  
Print Name: BENNETT S RUENIC

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

By: JPA  
Print Name: Justin Allen  
Title: Vice president

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 22 day of  
Dec, 2016, by Justin Allen as VP Land Ag. of K. HOVNANIAN AT  
MYSTIC DUNES, LLC, a Florida limited liability company, on behalf of said company, who is  
X personally known to me or      has produced      as identification.



Sylvia Weber Fall  
Notary Public, State and County Aforesaid.  
My Commission Expires:

**EXHIBIT "A"**

(DUNES PROPERTY DESCRIPTION)

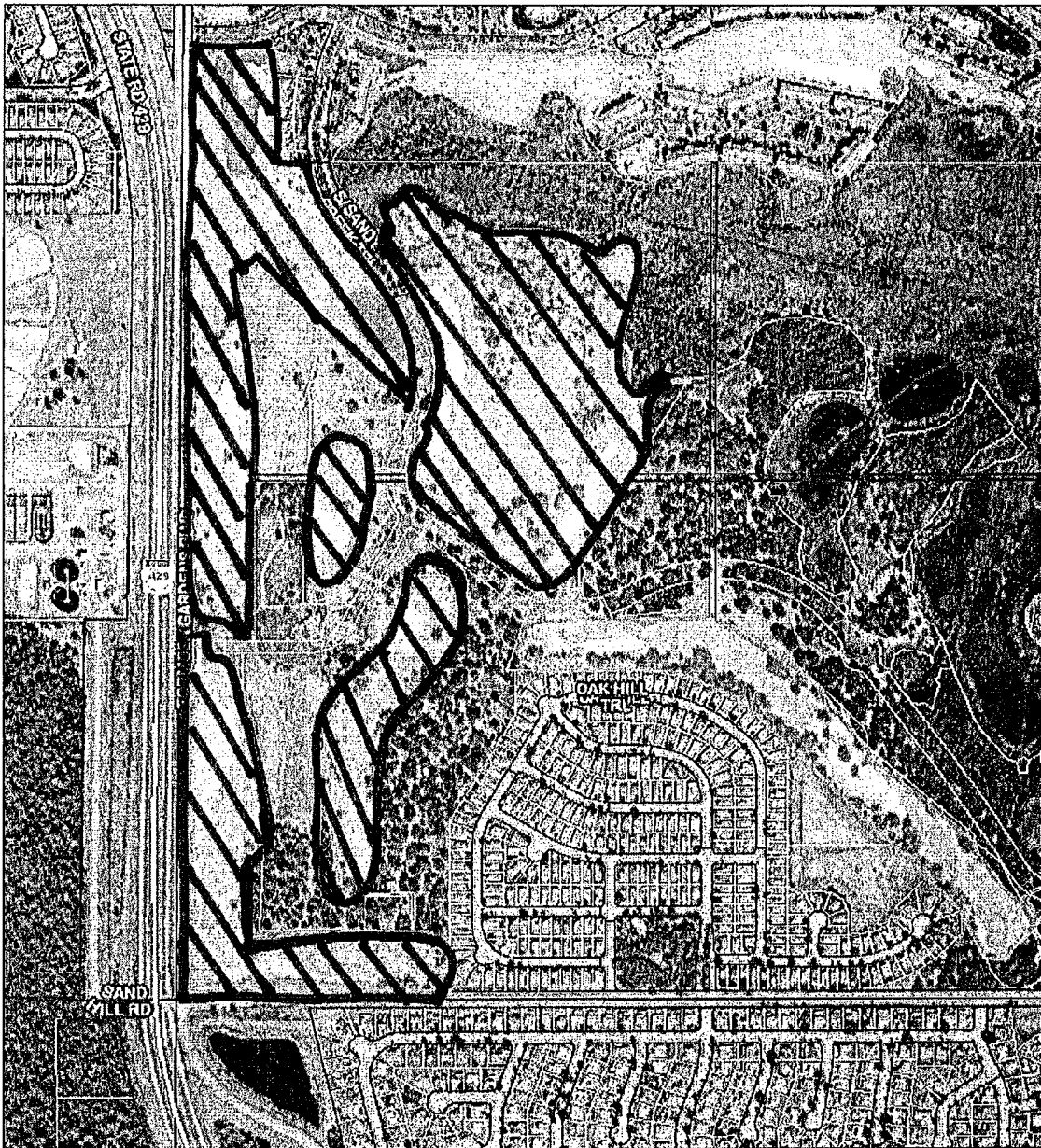
Page

**EXHIBIT "A"**  
(Golf Course Parcel)

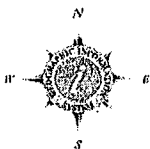
Those portions of the real property described in that certain Special Warranty Deed in favor of Mystic Dunes LLC, a Delaware limited liability company, recorded July 5, 2011, in Official Records Book 4148, Page 1235, Public Records of Osceola County, Florida, lying adjacent and contiguous to that certain real property described on **Exhibit "B"** herein. The property intended to be designated herein are graphically depicted by cross hatching in **Exhibit "A-1"** attached hereto.



**EXHIBIT "A-1"**  
(Golf Course Parcel Depiction)

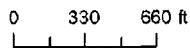


Golf Course Parcel



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

Date Generated: 10/14/2016



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

**EXHIBIT "B"**

(EASEMENT)

Page

# SKETCH OF DESCRIPTION

SHEET 1 OF 3

## LEGAL DESCRIPTION (Wall and Landscape Easement).

A parcel of land comprising a portion of Tract A, PALMS as recorded in Plat Book 13, Pages 101 through 108 of the Public Records of Osceola County, Florida and lying in Section 15, Township 25 South Range 27 East, Osceola County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of aforesaid Tract A, PALMS, also being a point on the East right-of-way line of Formosa Gardens Boulevard according to Official Records Book 1978, Page 93 of aforesaid Public Records; thence run South 00°02'42" East along said East right-of-way line, also being the West line of said Tract B, PALMS for a distance of 1599.14 feet to the South line of the Northwest 1/4 of said Section 15; thence continuing along said East right-of-way line and said West line of Tract A thence run South 00°02'36" East for a distance of 106.91 feet to the POINT OF BEGINNING; thence departing said East right-of-way line and said West line run North 89°57'24" East for a distance of 25.00 feet; thence run South 00°02'36" East for a distance of 66.66 feet; thence run South 02°19'21" East for a distance of 303.11 feet; thence run South 00°01'55" East for a distance of 191.69 feet; thence run South 45°02'36" East for a distance of 45.61 feet; thence run South 89°57'24" West for a distance of 8.49 feet; thence run North 45°02'36" West for a distance of 43.85 feet; thence run North 00°02'36" West for a distance of 23.75 feet; thence run South 89°58'05" West for a distance of 11.57 feet; thence run North 00°00'09" East for a distance of 208.97 feet; thence run North 03°15'29" West for a distance of 327.62 feet to a point on aforesaid East right-of-way line and said West line of Tract A; thence run North 00°02'36" West for a distance of 2.63 feet to the POINT OF BEGINNING.

Contains 10,939 square feet, 0.25 acres more or less.



**ALLEN  
&  
COMPANY**

Professional Surveyors & Mappers

16 East Plant Street  
Winter Garden, Florida 34787 \* (407) 654-5355

## SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.  
THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.  
THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.  
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF TRACT A, PALMS, P.B. 13, PGS. 101-108 BEING N89°57'24"E FOR ANGULAR DESIGNATION ONLY.

sk10

JOB NO. 20150560

DATE: 11-1-2016

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: MR

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

# SKETCH OF DESCRIPTION

SHEET 2 OF 3

WALL & LANDSCAPE EASEMENT

POINT OF COMMENCEMENT

NORTHWEST CORNER OF  
TRACT A, PALMS  
P.B. 13, PAGES 101-108

N89°57'24"E

NORTH LINE OF  
TRACT A, PALMS  
P.B. 13, PAGES 101-108

20.00' RIGHT-OF-WAY  
PER O.R. 1978, PG. 93

TRACT A, PALMS  
P.B. 13, PGS, 101-108

45.00' RIGHT-OF-WAY  
PER O.R. 4, PGS. 425-426

1599.14'

WEST LINE OF  
TRACT A, PALMS  
P.B. 13, PAGES 101-108

EAST RIGHT-OF-WAY LINE  
OF FORMOSA GARDENS BLVD  
PER O.R. 1978, PG. 93

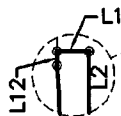
WEST LINE OF  
TRACT A, PALMS  
P.B. 13, PAGES 101-108

SOUTH LINE OF THE  
NORTHWEST 1/4 OF  
SECTION 15-25-27

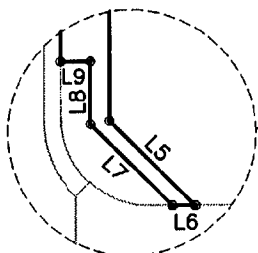
S00°02'36"E  
106.91'

WEST 1/4 CORNER OF  
SECTION 15-25-27

POINT OF BEGINNING



DETAIL A  
(not to scale)



DETAIL B  
(not to scale)

FORMOSA GARDENS BLVD

65.00' WIDE RIGHT-OF-WAY  
NOT PLATTED

TRACT A, PALMS  
P.B. 13, PGS, 101-108

- 42
- 41
- 40
- 39
- 38
- 37
- 36
- 35
- 34
- 33
- 32
- 31
- 30
- 29
- 28
- 27
- 26
- 25
- 24

PROPOSED PLAT OF FOUR SEASONS AT ORLANDO PHASE 1



16 East Plant Street  
Winter Garden, Florida 34787 \* (407) 654 5355

THIS IS NOT A SURVEY:

- DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- N.T. DENOTES NON TANGENT
- P.B. DENOTES PLAT BOOK
- O.R. DENOTES OFFICIAL RECORDS BOOK
- PGS DENOTES PAGES

sk10

JOB NO. 20150560

CALCULATED BY: JLR

DATE: 11-1-2016

DRAWN BY: PJR

SCALE: 1" = 200 FEET

CHECKED BY: MR

FIELD BY: N/A

# SKETCH OF DESCRIPTION

SHEET 3 OF 3

WALL & LANDSCAPE EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	N89°57'24"E
L2	66.66'	S00°02'36"E
L3	303.11'	S02°19'21"E
L4	191.69'	S00°01'55"E
L5	45.61'	S45°02'36"E
L6	8.49'	S89°57'24"W
L7	43.85'	N45°02'36"W
L8	23.75'	N00°02'36"W
L9	11.57'	S89°58'05"W
L10	208.97'	N00°00'09"E
L11	327.62'	N03°15'29"W
L12	2.63'	N00°02'36"W



16 East Plant Street  
Winter Garden, Florida 34787 \* ( 407 ) 654 5355

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sk10

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DATE: 11-1-2016

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: MR

# SKETCH OF DESCRIPTION

SHEET 1 OF 2

## LEGAL DESCRIPTION (Wall and Landscape Easement).

A parcel of land comprising a portion of Tracts A and J5, PALMS as recorded in Plat Book 13, Pages 101 through 108 of the Public Records of Osceola County, Florida and lying in Section 15, Township 25 South Range 27 East, Osceola County, Florida.

Being more particularly described as follows:

COMMENCE at the Northwest corner of aforesaid Tract A, PALMS, also being a point on the East right-of-way line of Formosa Gardens Boulevard according to Official Records Book 1978, Page 93 of aforesaid Public Records; thence run South 00°02'42" West along said East right-of-way line, also being the West line of said Tract A, PALMS for a distance of 1599.14 feet to the South line of the Northwest 1/4 of said Section 15; thence continuing along said East right-of-way line, said West line of Tract A and the West line of said Tract J5; run South 00°02'36" East for a distance of 851.28 feet; thence departing said East right-of-way line and said West lines run North 89° 58' 05" East for a distance of 30.05 feet to the POINT OF BEGINNING; thence run North 89° 58' 05" East for a distance of 11.15 feet; thence run North 00° 02' 36" West for a distance of 23.75 feet; thence run North 44° 57' 24" East for a distance of 43.56 feet; thence run North 89° 57' 24" East for a distance of 5.66 feet; thence run South 44° 57' 44" West for a distance of 40.44 feet; thence run South 01° 38' 41" West for a distance of 142.14 feet; thence run South 15° 02' 39" West for a distance of 51.78 feet; thence run South 01° 38' 41" West for a distance of 217.28 feet; thence run South 00° 02' 36" East for a distance of 39.05 feet; thence run South 89° 57' 24" West for a distance of 17.88 feet; thence run North 03° 16' 11" East for a distance of 185.82 feet; thence run North 00° 00' 12" East for a distance of 98.16 feet; thence run North 13° 29' 56" East for a distance of 51.42 feet; thence run North 00° 00' 12" East a distance of 88.70 feet to the POINT OF BEGINNING.

Contains 6,839 square feet, 0.16 acres more or less.



**ALLEN  
&  
COMPANY**

Professional Surveyors & Mappers

16 East Plant Street  
Winter Garden, Florida 34707 \* (407) 654-5355

### SURVEYOR'S NOTES:

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sk12

JOB NO. 20150560

DATE: 11-1-2016

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: MR

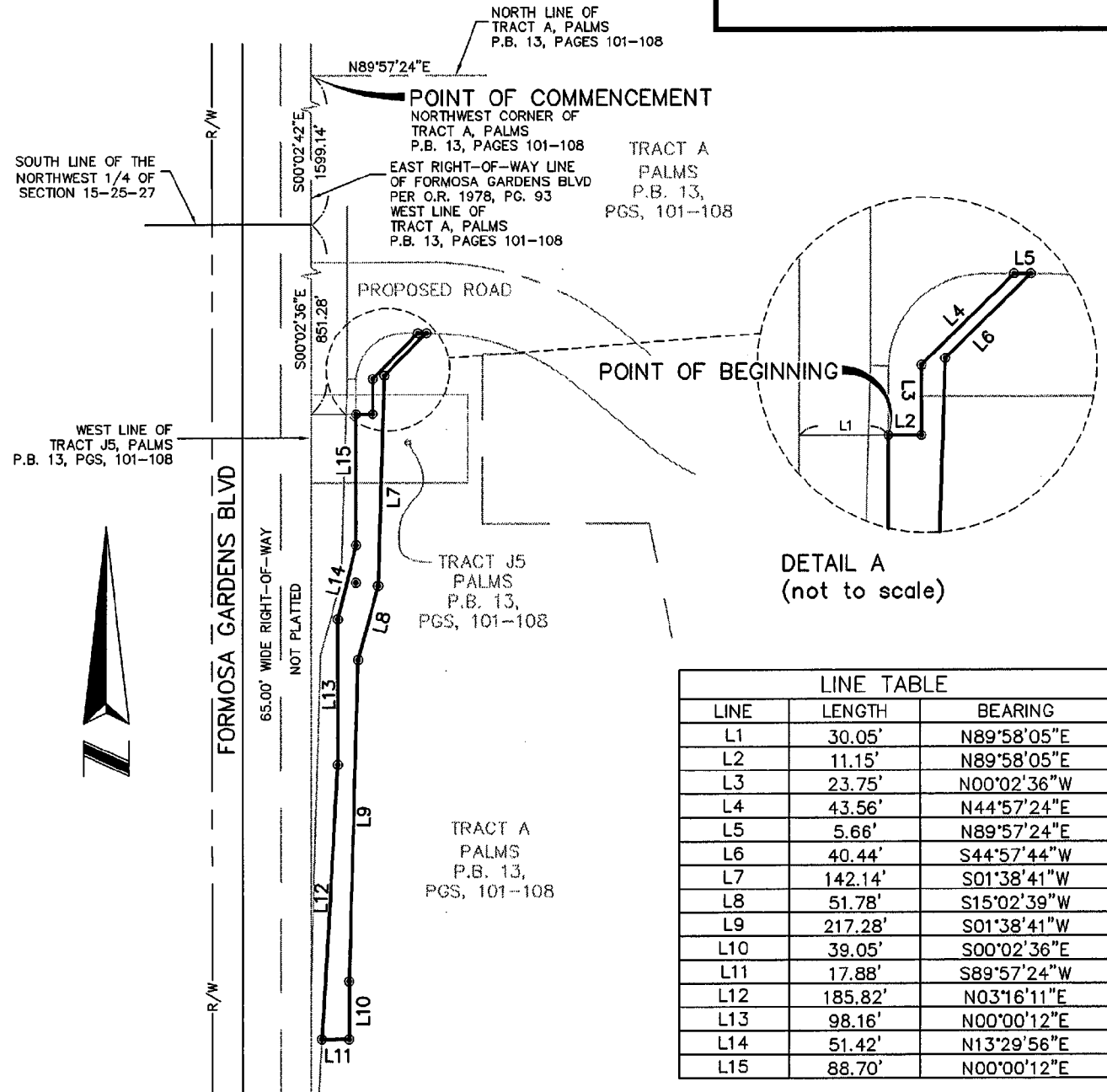
FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

# SKETCH OF DESCRIPTION

SHEET 2 OF 2

## WALL & LANDSCAPE EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.05'	N89°58'05"E
L2	11.15'	N89°58'05"E
L3	23.75'	N00°02'36"W
L4	43.56'	N44°57'24"E
L5	5.66'	N89°57'24"E
L6	40.44'	S44°57'44"W
L7	142.14'	S01°38'41"W
L8	51.78'	S15°02'39"W
L9	217.28'	S01°38'41"W
L10	39.05'	S00°02'36"E
L11	17.88'	S89°57'24"W
L12	185.82'	N03°16'11"E
L13	98.16'	N00°00'12"E
L14	51.42'	N13°29'56"E
L15	88.70'	N00°00'12"E



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 654 5355

THIS IS NOT A SURVEY:

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- N.T. DENOTES NON TANGENT
- P.B. DENOTES PLAT BOOK
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- PGS DENOTES PAGES

sk12

JOB NO. 20150560	CALCULATED BY: JLR
DATE: 11-1-2016	DRAWN BY: PJR
SCALE: 1" = 200 FEET	CHECKED BY: MR
FIELD BY: N/A	

the 1990s, the number of people with a diagnosis of schizophrenia has increased in many countries, including the United Kingdom (Murray & Lewis, 1998). The prevalence of schizophrenia in the United Kingdom is estimated to be 1.2% (Murray & Lewis, 1998).

There is a growing awareness of the need to improve the lives of people with schizophrenia. The World Health Organization (WHO) has developed a strategy for the care of people with schizophrenia, which emphasizes the importance of providing a range of services, including social and psychological support, as well as medication (WHO, 1993). The WHO strategy also emphasizes the importance of involving people with schizophrenia in the development and evaluation of services.

One of the key principles of the WHO strategy is the importance of providing a range of services, including social and psychological support, as well as medication. This is because people with schizophrenia often experience a range of difficulties, including social isolation, unemployment, and homelessness. These difficulties can be exacerbated by the side effects of medication, such as weight gain and drowsiness.

One of the ways in which the WHO strategy is being implemented in the United Kingdom is through the development of community mental health teams. These teams provide a range of services, including social and psychological support, as well as medication. They also provide a range of other services, such as housing and employment support.

One of the key challenges in the implementation of the WHO strategy is the need to provide a range of services, including social and psychological support, as well as medication. This is because people with schizophrenia often experience a range of difficulties, including social isolation, unemployment, and homelessness. These difficulties can be exacerbated by the side effects of medication, such as weight gain and drowsiness.

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CFN 2018013452  
Bk 5274 Pgs 2658-2675 (18 Pgs)  
DATE: 01/25/2018 02:13:12 PM  
ARMANDO RAMIREZ, CLERK OF COURT  
OSCEOLA COUNTY  
RECORDING FEES \$154.50

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

Robert M. Poppell, Esq.  
Akerman LLP  
420 South Orange Avenue, 12th Floor  
Orlando, Florida 32801

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**FIRST AMENDMENT TO EASEMENT AGREEMENT**  
(Wall/Fence, Landscape and Irrigation)

**THIS FIRST AMENDMENT TO EASEMENT AGREEMENT ("First Amendment")** is made as of December 7<sup>th</sup>, 2017 ("**Effective Date**"), by and between **MYSTIC DUNES, LLC**, a Delaware limited liability company ("Dunes"), and **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company ("**KHOV**"), with reference to the following facts:

A. Dunes and KHOV are parties to that certain Easement Agreement recorded at Official Records Book 5094, Page 1168, Public Records of Osceola County, Florida (the "**Easement Agreement**").

C. The parties desire to amend the Easement Agreement, all upon the terms and provisions more specifically set forth in this First Amendment.

**NOW, THEREFORE**, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals, Capitalized Terms. The above recitals are true and correct, form a material part of this First Amendment and are incorporated herein by reference. Capitalized terms used herein shall have the meaning ascribed thereto in the Easement Agreement, unless otherwise defined herein.

2. Expansion of Property Encumbered by Easement and Scope of Easement. The portion of the Dunes Property that is encumbered by the Easement is hereby expanded to include that portion of the Dunes Property more particularly described on **Exhibit "A"** attached to this First Amendment and by this reference hereby incorporated herein (said real property described in said **Exhibit "A"** being hereinafter referred to collectively as the "**Additional Easement Property**"). As more specifically depicted in said **Exhibit "A"**, the Additional Easement Property consists of (i) two (2) parcels described as 20.00' Wide Landscape Easement ("**New Landscape Areas**"), (ii) two (2) parcels described as 10.00' Maintenance Easement ("**New Maintenance Areas**") and (iii) two (2) parcels described as 30.00' Temporary Slope Easement ("**New Slope Areas**"). The Easement is hereby expanded to include (i) with respect to the New Landscape

Areas, the right in favor of KHOV to construct, install, maintain, repair and replace such landscaping, irrigation and lighting, and related facilities necessary therefor, as are approved/required by governmental authorities and reasonably deemed necessary or beneficial by KHOV and Dunes to increase the aesthetic appeal of the New Landscape Area or to screen the KHOV Project from pedestrian or vehicular traffic traversing along Formosa Gardens Boulevard, (ii) with respect to the New Maintenance Areas, the right in favor of KHOV to traverse through such property as and to the extent necessary to gain access to the New Landscape Areas to enjoy the easement benefits granted hereunder, and (iii) with respect to the New Slope Areas, the right to construct, maintain and repair certain slope and support improvements as and to the extent necessary to maintain the elevations, grading and slopes on the New Landscape Areas and the New Maintenance Areas, assuring that the ground level of New Slope Areas is maintained at an elevation and grade which will support the elevation and grade of the New Landscape Areas and the New Maintenance Areas, and improvements constructed thereon. Further, New Landscape Areas and Slope Areas shall be constructed in a manner that meets all applicable local government and regulatory requirements.

The definition of "**Wall/Fence, Landscape and Irrigation Improvements**" under the Easement Agreement shall be expanded to include the landscape, irrigation, lighting, access and slope/support improvements described in this First Amendment.

3. Construction and Maintenance Obligations. KHOV shall be responsible, at its sole cost and expense, to procure any and all governmental permits or approvals necessary for the erection/installation of any new Wall/Fence, Landscape and Irrigation Improvements (including Slope Areas) allowed pursuant to this First Amendment, and KHOV shall maintain, at its sole cost and expense, any such new Wall/Fence, Landscape and Irrigation Improvements (including Slope Areas) placed within the Dunes Property. KHOV, at its sole cost and expense, shall promptly (or not later than ten (10) business days written notice from Dunes) repair and restore to original condition (or as near as is reasonably practicable) any damage or disturbance caused to the Dunes Property or any real property, improvements or other personal property of Dunes that was caused by KHOV or its contractors, agents or employees. In the event that any damage or disturbance is caused to the Dunes Property or any real property, improvements or other personal property of Dunes by KHOV or its contractors, agents or employees, and KHOV has not restored same after ten (10) business days written notification from Dunes, Dunes may elect to restore the damage or disturbance and KHOV shall immediately reimburse Dunes for its full costs associated with the restoration. KHOV's failure to comply with the obligations in Section 2 of this First Amendment shall constitute a default.

4. Other Matters. The rights and obligations of the parties existing under the Easement Agreement pertaining to the Easement and Wall/Fence, Landscape and Irrigation Improvements shall be deemed hereby to now include the Easement and Wall/Fence, Landscape and Irrigation Improvements as modified herein, including, but not limited to, the "non-exclusive" nature of the Easement and Dunes' ability to make use of the Dunes Property, KHOV's obligation to provide Dunes with a reasonable opportunity (which shall be at least ten (10) business days) to review and provide feedback to construction drawings and other plans for the new Wall/Fence, Landscape and Irrigation Improvements prior to submittal for governmental permits and/or governmental approvals, Dunes' right to modify or relocate the Easement, KHOV's obligation to maintain liability in hazard insurance covering its actions upon the Easements and KHOV's indemnity obligations.

5. Ratification. Except as specifically modified and amended hereby, the Easement Agreement remains in full force and effect and is ratified and confirmed by Dunes and KHOV. From and after the last date of execution of this First Amendment, all references to the Easement Agreement shall be deemed to refer to the Easement Agreement as amended by this First Amendment.

6. Execution and Counterparts. This First Amendment may be executed in as many counterparts as may be required, and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

7. Severability. In the event any provision of this Agreement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from the remainder of this Agreement and such void, unlawful or unenforceable provision shall be replaced automatically by a provision containing terms as nearly as possible to the void, unlawful or unenforceable provision, but which still remains valid and enforceable; and this Agreement as so modified shall continue to be in full force and effect.

**[Remainder of Page Intentionally Blank - Signatures Begin on Page 4]**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

"DUNES"

MYSTIC DUNES, LLC,  
a Delaware limited liability company

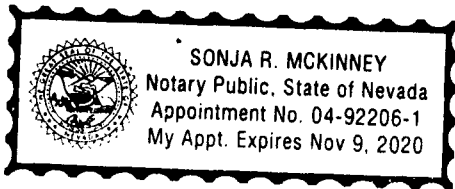
Print Name: BIANCA WAGNER

Trinidad Arnold  
Print Name: Trinidad Arnold

By: [Signature]  
Print Name: Assistant Secretary  
Its: Alex Olson  
Print Name  
None

STATE OF ~~FLORIDA~~ Nevada  
COUNTY OF Clark

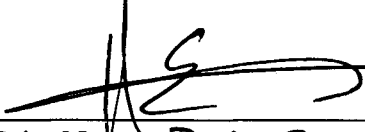
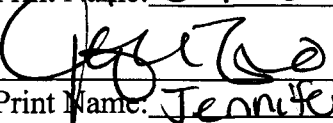
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 2017, by Alex Olson as Asst. Secretary of MYSTIC DUNES, LLC, a Delaware limited liability company, on behalf of said entity. He or she is personally known to me or        has produced        as identification.

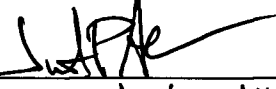


[Signature]  
Sonja R. McKinney  
Notary Public, State and County Aforesaid.  
My Commission Expires:  
November 9, 2020

Signed, sealed and delivered  
in the presence of:

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

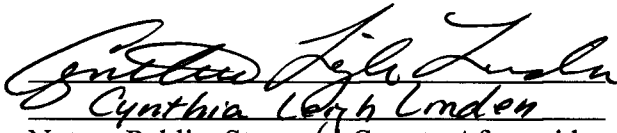
  
Print Name: JOHN E. KASSIK  
  
Print Name: Jennifer Zolmfino

By:   
Print Name: Justin Allen  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7 day of December, 2017,  
by Justin Allen as Vice President of K. HOVNIANIAN AT MYSTIC DUNES, LLC,  
a Florida limited liability company, on behalf of said company, who is  personally known to  
me or        has produced        as identification.



  
Cynthia Leigh Linden  
Notary Public, State and County Aforesaid.  
My Commission Expires: April 26, 2019

**EXHIBIT "A"**

(ADDITIONAL EASEMENT PROPERTY DESCRIPTION)

See Attached

41832448;1

# SKETCH OF DESCRIPTION

SHEET 1 OF 2

## LEGAL DESCRIPTION (20.00' Wide Landscape Easement);

A parcel of land comprising a portion of Tracts A and B, PALMS as recorded in Plat Book 13, Pages 101 through 108 of the Public Records of Osceola County, Florida and lying in Section 15, Township 25 South, Range 27 East, Osceola County, Florida.

Being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 15; thence run South 89° 38' 15" East along the South line of the Northwest 1/4 of said Section 15 for a distance of 45.00 feet to a point on the West line of aforesaid Tract A, PALMS also being a point on the East right-of-way line of Formosa Garden Boulevard according to Official Records Book 1978, Page 93 of said Public Records of Osceola County and the POINT OF BEGINNING; thence run North 00° 02' 42" West along said West line of said Tracts A and B and said East right-of-way line for a distance of 2204.37 feet to the Northwest corner of said Tract B, also being the point of intersection of said East right-of-way line and the South right-of-way line of Palms Parkway according to said Plat Book 13, Pages 101 through 108; thence run North 89° 57' 18" East along the North line of said Tract B and said South right-of-way line for a distance of 20.00 feet to a point on a line 20.00 foot East of and parallel with said West line of Tracts A and B and said East right-of-way line; thence run the following two (2) courses along said parallel line; South 00° 02' 42" East for a distance of 2204.37 feet; thence run South 00° 02' 36" East for a distance of 103.95 feet to a point on the North line of a wall and landscape easement according to Official Records Book 5094, Page 1168 of aforesaid Public Records; thence departing said parallel line run South 89° 57' 24" West for a distance of 20.00 feet to a point on aforesaid West line of Tract A, PALMS also being a point on aforesaid East right-of-way line; thence run North 00° 02' 36" West along said West line and said East right-of-way line for a distance of 103.95 feet.

Contains 1.06 acres more or less.



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 654 5355

## SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.  
THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.  
THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.  
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15-25-27 BEING S89°38'15"E FOR ANGULAR DESIGNATION ONLY.

JOB NO. 20150560  
DATE: 5-18-17  
SCALE: 1" = 400 FEET  
FIELD BY: N/A

CALCULATED BY: JLR  
DRAWN BY: PJR  
CHECKED BY: MR

FOR THE LICENSED BUSINESS # 6723 BY:

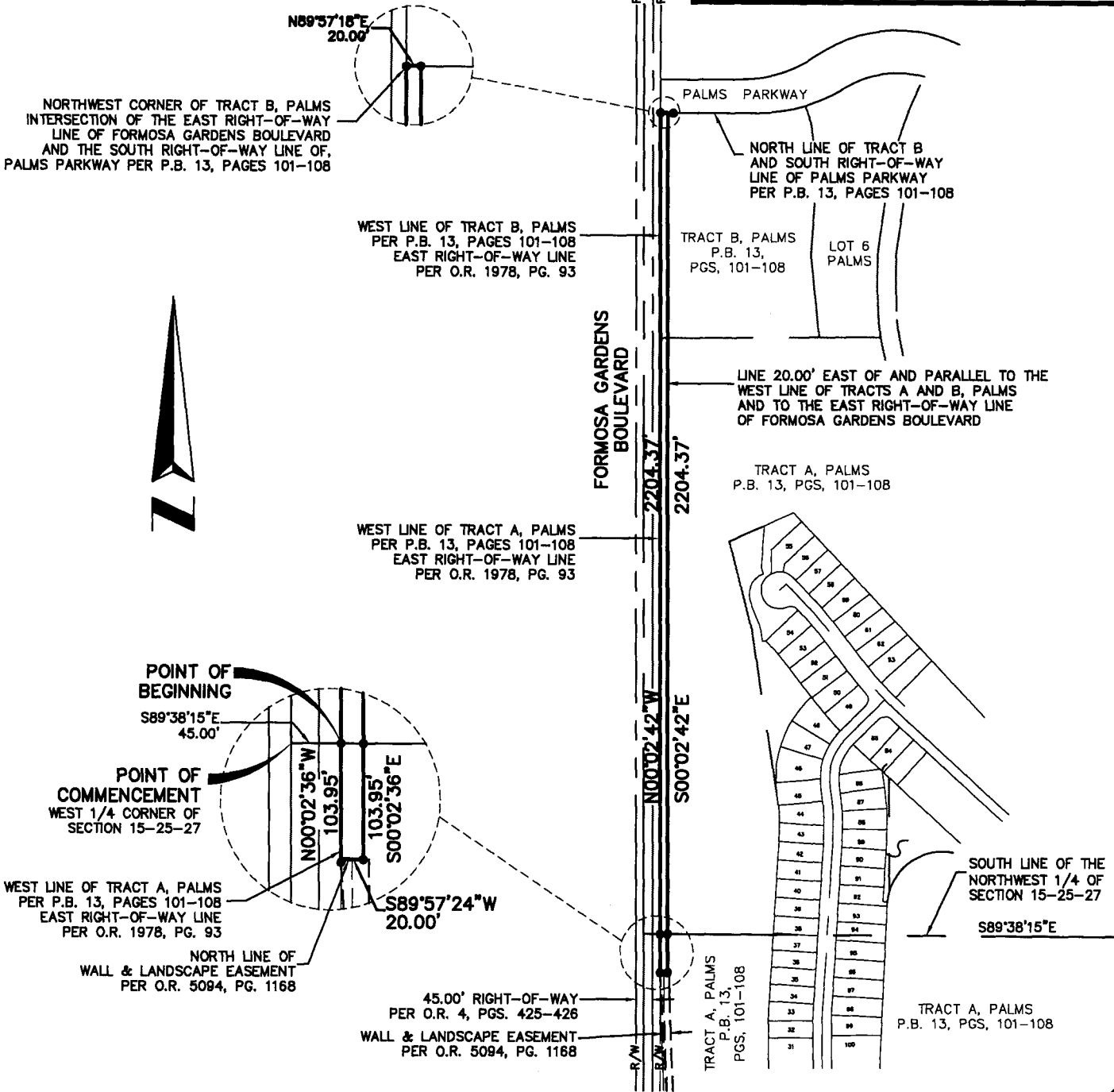
JAMES L. RICKMAN P.S.M. # 5633

SK34

# SKETCH OF DESCRIPTION

SHEET 2 OF 2

20.00' LANDSCAPE EASEMENT



**16 East Plant Street**  
Winter Garden, Florida 34787 • (407) 654 5355

SK34

**THIS IS NOT A SURVEY:**

- DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- O.R. DENOTES OFFICIAL RECORDS BOOK
- P.B. DENOTES PLAT BOOK
- PG. DENOTES PAGE

JOB NO. 20150560	CALCULATED BY: JLR
DATE: 5-18-17	DRAWN BY: PJR
SCALE: 1" = 400 FEET	CHECKED BY: MR
FIELD BY: N/A	



# SKETCH OF DESCRIPTION

SHEET 1 OF 2

10.00' MAINTENANCE EASEMENT

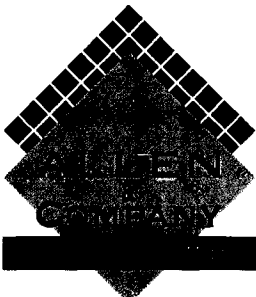
## LEGAL DESCRIPTION (10.00' Wide Maintenance Easement).

A parcel of land comprising a portion of Tracts A and B, PALMS as recorded in Plat Book 13, Pages 101 through 108 of the Public Records of Osceola County, Florida and lying in Section 15, Township 25 South, Range 27 East, Osceola County, Florida.

Being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 15; thence run South 89° 38' 15" East along the South line of the Northwest 1/4 of said Section 15 for a distance of 65.00 feet to a point on a line 20.00 foot East of and parallel with the West line of Tracts A and B and the East right-of-way line of Formosa Garden Boulevard according to Official Records Book 1978, Page 93 of said Public Records of Osceola County and the POINT OF BEGINNING; thence run North 00° 02' 42" West along said parallel line for a distance of 2204.37 feet to a point on North line of said Tract B also being a point on the South right-of-way line of Palms Parkway according to said Plat Book 13, Pages 101 through 108; thence run North 89° 57' 18" East along the North line of said Tract B and said South right-of-way line for a distance of 10.00 feet to a point on a line 30.00 foot East of and parallel with said West line of Tracts A and B and said East right-of-way line; thence run the following two (2) courses along said parallel line; South 00° 02' 42" East for a distance of 2204.37 feet; thence run South 00° 02' 36" East for a distance of 103.95 feet to a point on the North line of a wall and landscape easement according to Official Records Book 5094, Page 1168 of said Public Records; thence run South 89° 57' 24" West along said North line for a distance of 10.00 feet to a point on aforesaid line 20.00 foot East of and parallel with the West line of Tracts A and B and the East right-of-way line of Formosa Garden Boulevard; thence run North 00° 02' 36" West along said parallel line for a distance of 103.95 feet to the POINT OF BEGINNING.

Containing 23,083 square feet, 0.53 acres more or less.



16 East Plant Street  
Winter Garden, Florida 34787 \* (407) 654 5355

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JOB NO. 20150560  
DATE: 5-18-17  
SCALE: 1" = 400 FEET  
FIELD BY: N/A

CALCULATED BY: JLR  
DRAWN BY: PJR  
CHECKED BY: MR

FOR THE LICENSED BUSINESS # 6723 BY:

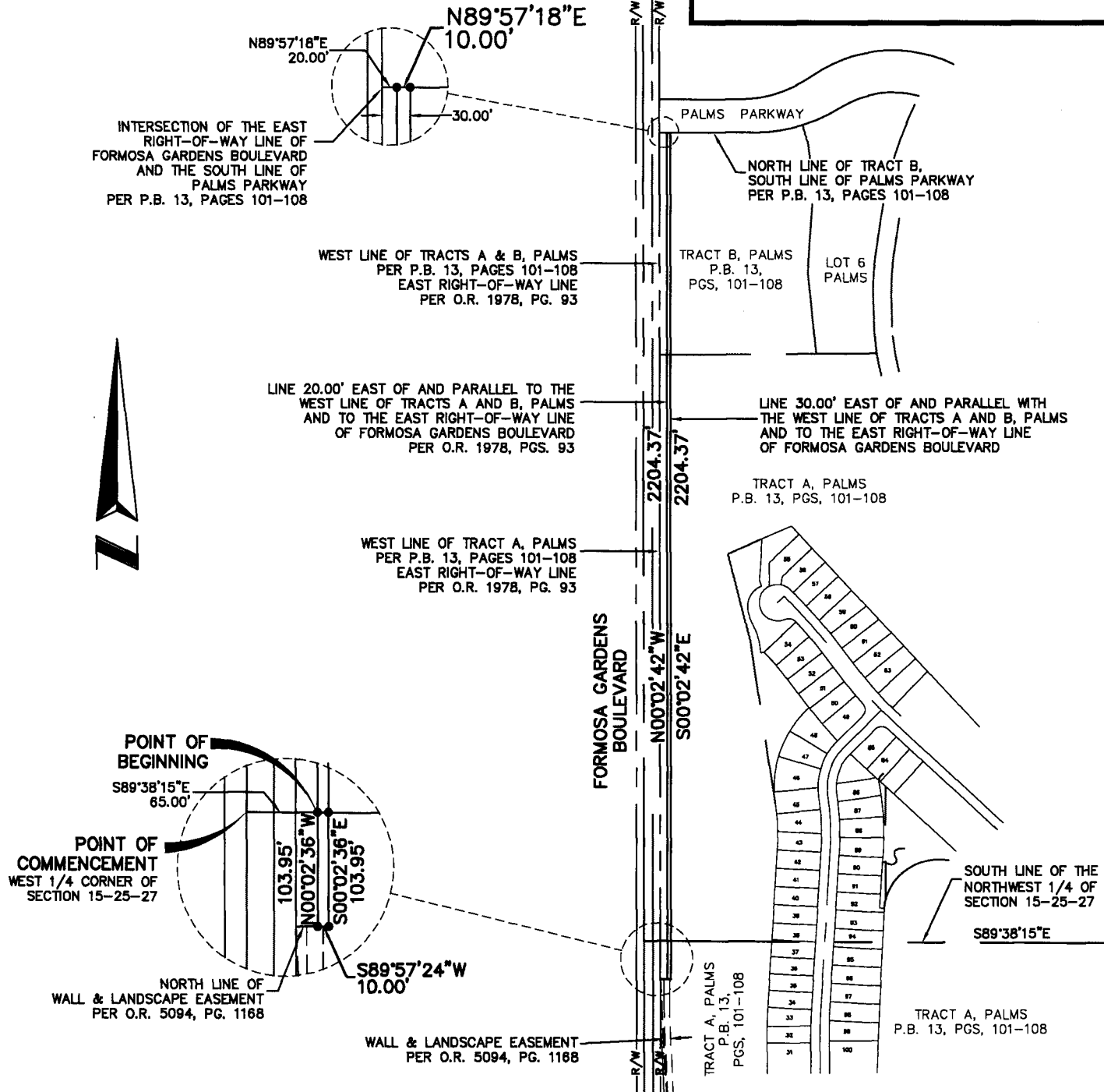
JAMES L. RICKMAN P.S.M. # 5633

SK35

# SKETCH OF DESCRIPTION

SHEET 2 OF 2

## 10.00' MAINTENANCE EASEMENT



**POINT OF BEGINNING**  
S89°38'15"E  
65.00'

**POINT OF COMMENCEMENT**  
WEST 1/4 CORNER OF SECTION 15-25-27

NORTH LINE OF WALL & LANDSCAPE EASEMENT PER O.R. 5094, PG. 1168

WALL & LANDSCAPE EASEMENT PER O.R. 5094, PG. 1168

**THIS IS NOT A SURVEY:**

- DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊙ DENOTES CENTERLINE
- O.R. DENOTES OFFICIAL RECORDS BOOK
- PG. DENOTES PAGE
- P.B. DENOTES PLAT BOOK

SK35

**ALLEN COMPANY**

16 East Plant Street  
Water Garden, Florida 34787 • (407) 654-5355

JOB NO. 20150560	CALCULATED BY: JLR
DATE: 5-18-17	DRAWN BY: PJR
SCALE: 1" = 400 FEET	CHECKED BY: MR
FIELD BY: N/A	

# SKETCH OF DESCRIPTION

SHEET 1 OF 2

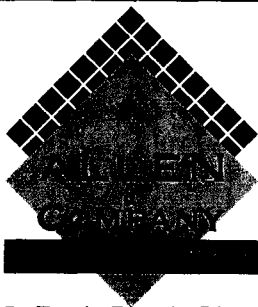
## LEGAL DESCRIPTION (30.00' Temporary Slope Easement).

A parcel of land comprising a portion of Tract A and B, PALMS as recorded in Plat Book 13, Pages 101 through 108 of the Public Records of Osceola County, Florida and lying in Section 15, Township 25 South, Range 27 East, Osceola County, Florida.

Being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 15; thence run South 89° 38' 15" East along the South line of the Northwest 1/4 of said Section 15 for a distance of 75.00 feet to a point on a line 30.00 foot East of and parallel with the West line of Tracts A and B and the East right-of-way line of Formosa Garden Boulevard according to Official Records Book 1978, Page 93 of said Public Records of Osceola County and the POINT OF BEGINNING; thence run North 00° 02' 42" West along said parallel line for a distance of 2204.37 feet to a point on North line of said Tract B also being a point on the South right-of-way line of Palms Parkway according to said Plat Book 13, Pages 101 through 108; thence run North 89° 57' 18" East along the North line of said Tract B and said South right-of-way line for a distance of 30.00 feet to a point on a line 60.00 foot East of and parallel with said West line of Tracts A and B and said East right-of-way line; thence run the following two (2) courses along said parallel line; South 00° 02' 42" East for a distance of 2204.37 feet; thence run South 00° 02' 36" East for a distance of 103.95 feet; thence run South 89° 57' 24" West for a distance of 30.00 feet to a point on aforesaid line 30.00 foot East of and parallel with the West line of Tracts A and B and the East right-of-way line of Formosa Garden Boulevard thence run North 00° 02' 36" West along said parallel line for a distance of 103.95 feet to the POINT OF BEGINNING.

Containing 1.59 acres more or less.



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### SURVEYOR'S NOTES:

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THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15-25-27 BEING S89°38'15"E FOR ANGULAR DESIGNATION ONLY.

SK36

JOB NO. 20150560  
DATE: 5-18-17  
SCALE: 1" = 400 FEET  
FIELD BY: N/A

CALCULATED BY: JLR  
DRAWN BY: PJR  
CHECKED BY: MR

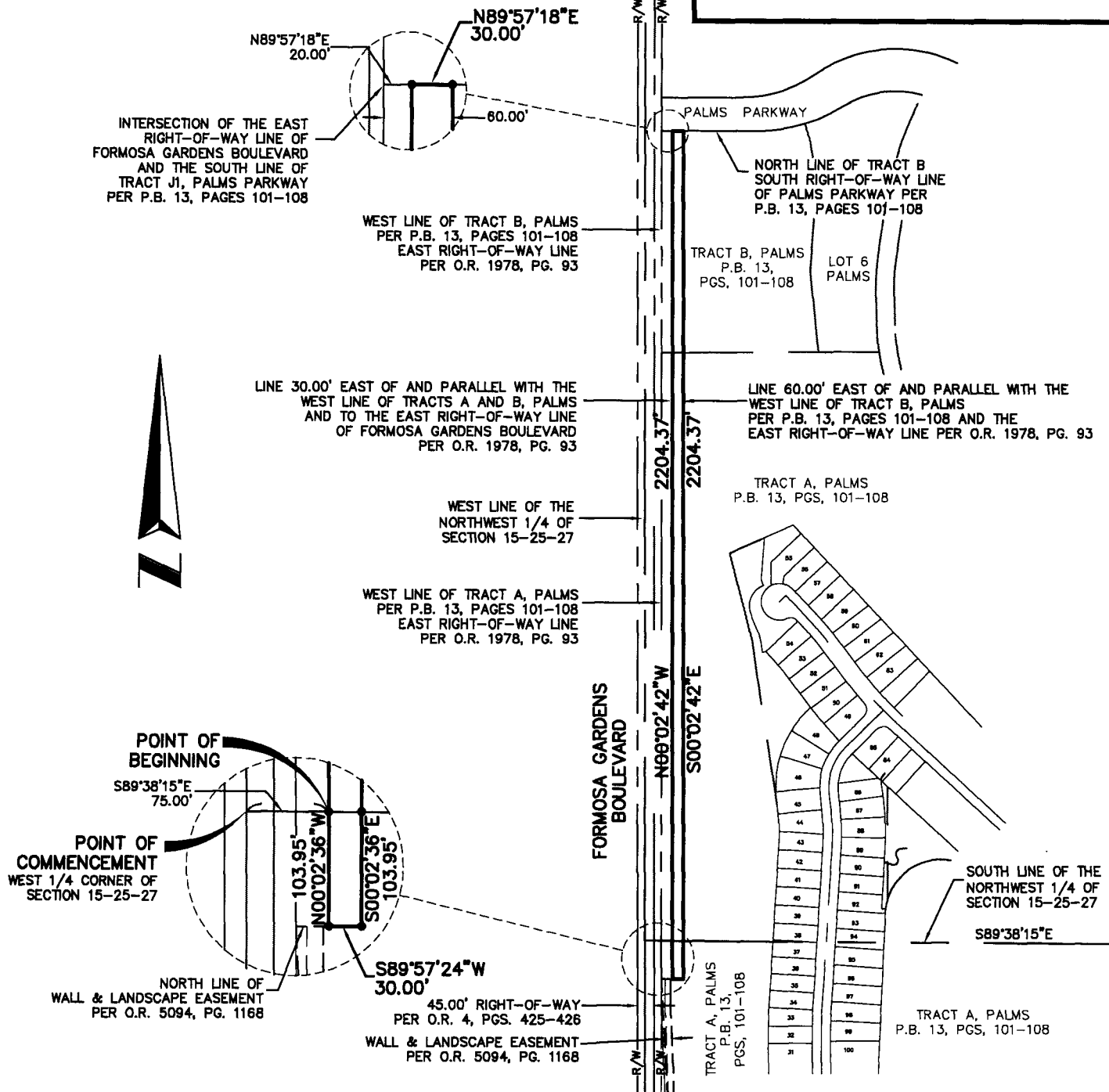
FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

# SKETCH OF DESCRIPTION

SHEET 2 OF 2

30.00' TEMPORARY SLOPE EASEMENT



**ALLEN COMPA**

16 East Plant Street  
Winter Garden, Florida 34787 \* (407) 654 5355

SK36

**THIS IS NOT A SURVEY:**

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- O.R. DENOTES OFFICIAL RECORDS BOOK
- P.B. DENOTES PLAT BOOK
- PG. DENOTES PAGE

JOB NO. 20150580	CALCULATED BY: JLR
DATE: 5-18-17	DRAWN BY: PJR
SCALE: 1" = 400 FEET	CHECKED BY: MR
FIELD BY: N/A	

# SKETCH OF DESCRIPTION

SHEET 1 OF 2

20.00' LANDSCAPE EASEMENT

## LEGAL DESCRIPTION (20.00' Landscape Easement).

A parcel of land comprising a portion of Tract A, PALMS as recorded in Plat Book 13, Pages 101 through 108 of the Public Records of Osceola County, Florida and lying in Section 15, Township 25 South, Range 27 East, Osceola County, Florida.

Being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of aforesaid Section 15; thence run North 89° 37' 05" East along the South line of the Southwest 1/4 of said Section 15 for a distance of 45.00 feet to a point on the West line of said Tract A and the East right-of-way line of Formosa Garden Boulevard according to Official Records Book 1978, Page 93 of said Public Records of Osceola County and the POINT OF BEGINNING; thence run North 00° 02' 36" West along said West line and said East right-of-way line for a distance of 1275.31 feet; thence departing said West line of Tract A and said East right-of-way line run North 03° 16' 11" East for a distance of 123.14 feet to a point on the South line of a utility easement according to Official Records Book 5094, Page 1221 of aforesaid Public Records of Osceola County, Florida; thence run North 89° 57' 24" East along said South line and the South line of a wall and landscape easement according to Official Records Book 5094, Page 1168 of said Public Records for a distance of 20.03 feet; thence departing said South line run South 03° 16' 11" West for a distance of 123.72 feet to a point on a line 20.00 foot East of and parallel with said West line of Tract A and said East right-of-way line; thence run South 00° 02' 36" East along said parallel line for a distance of 1274.61 feet to a point on the South line of aforesaid Southwest 1/4 of Section 15; thence run South 89° 37' 05" West along said South line for a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 27,968 square feet, 0.64 acres more or less.



16 East Plant Street  
Winter Garden, Florida 34787 \* (407) 654 5355

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BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 15-25-27 BEING S89°37'05"W FOR ANGULAR DESIGNATION ONLY.

SK37

JOB NO. 20150580  
DATE: 5-18-17  
SCALE: 1" = 300 FEET  
FIELD BY: N/A

CALCULATED BY: JLR  
DRAWN BY: PJR  
CHECKED BY: MR

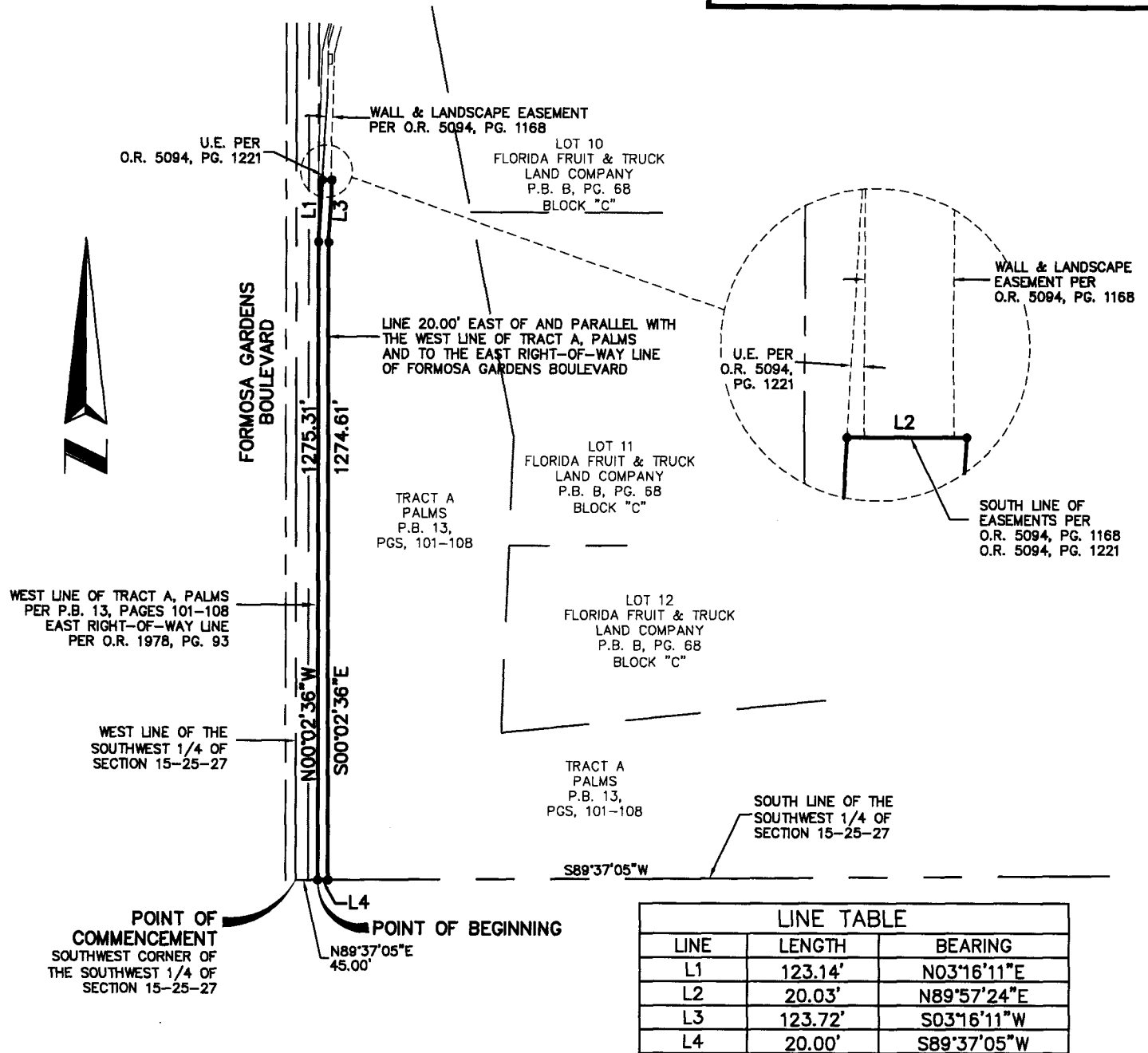
FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

# SKETCH OF DESCRIPTION

SHEET 2 OF 2

20.00' LANDSCAPE EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	123.14'	N03°16'11"E
L2	20.03'	N89°57'24"E
L3	123.72'	S03°16'11"W
L4	20.00'	S89°37'05"W

**ALLEN & COMPANY**

16 East Plant Street  
Winter Garden, Florida 34787 • (407) 854-5355

**THIS IS NOT A SURVEY:**

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- O.R. DENOTES OFFICIAL RECORDS BOOK
- P.B. DENOTES PLAT BOOK
- PG. DENOTES PAGE

SK37

JOB NO. 20150560	CALCULATED BY: JLR
DATE: 5-18-17	DRAWN BY: PJR
SCALE: 1" = 300 FEET	CHECKED BY: MR
FIELD BY: N/A	

# SKETCH OF DESCRIPTION

SHEET 1 OF 2

## LEGAL DESCRIPTION (10.00' Maintenance Easement).

A parcel of land comprising a portion of Tract A, PALMS as recorded in Plat Book 13, Pages 101 through 108 of the Public Records of Osceola County, Florida and lying in Section 15, Township 25 South, Range 27 East, Osceola County, Florida.

Being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of aforesaid Section 15; thence run North 89° 37' 05" East along the South line of the Southwest 1/4 of said Section 15 for a distance of 65.00 feet to a point on a line parallel with and 20.00 feet East of the West line of said Tract A and the East right-of-way line of Formosa Garden Boulevard according to Official Records Book 1978, Page 93 of said Public Records of Osceola County and the POINT OF BEGINNING; thence run North 00° 02' 36" West along said parallel line for a distance of 1274.61 feet; thence departing said parallel line run North 03° 16' 11" East for a distance of 123.72 feet; thence run North 89° 57' 24" East for a distance of 10.02 feet; thence run South 03° 16' 11" West for a distance of 124.01 feet to a point on a line 30.00 feet East of and parallel with said West line of Tract A and said East right-of-way line; thence run South 00° 02' 36" East along said parallel line for a distance of 1274.26 feet to a point on aforesaid South line of the Southwest 1/4 of Section 15; thence run South 89° 37' 05" West along said South line for a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 13,938 square feet, 0.32 acres more or less.



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 854 5335

### SURVEYOR'S NOTES:

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THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.  
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 15-25-27 BEING S89°37'05"W FOR ANGULAR DESIGNATION ONLY.

JOB NO. 20150560  
DATE: 5-18-17  
SCALE: 1" = 300 FEET  
FIELD BY: N/A

CALCULATED BY: JLR  
DRAWN BY: PJR  
CHECKED BY: MR

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

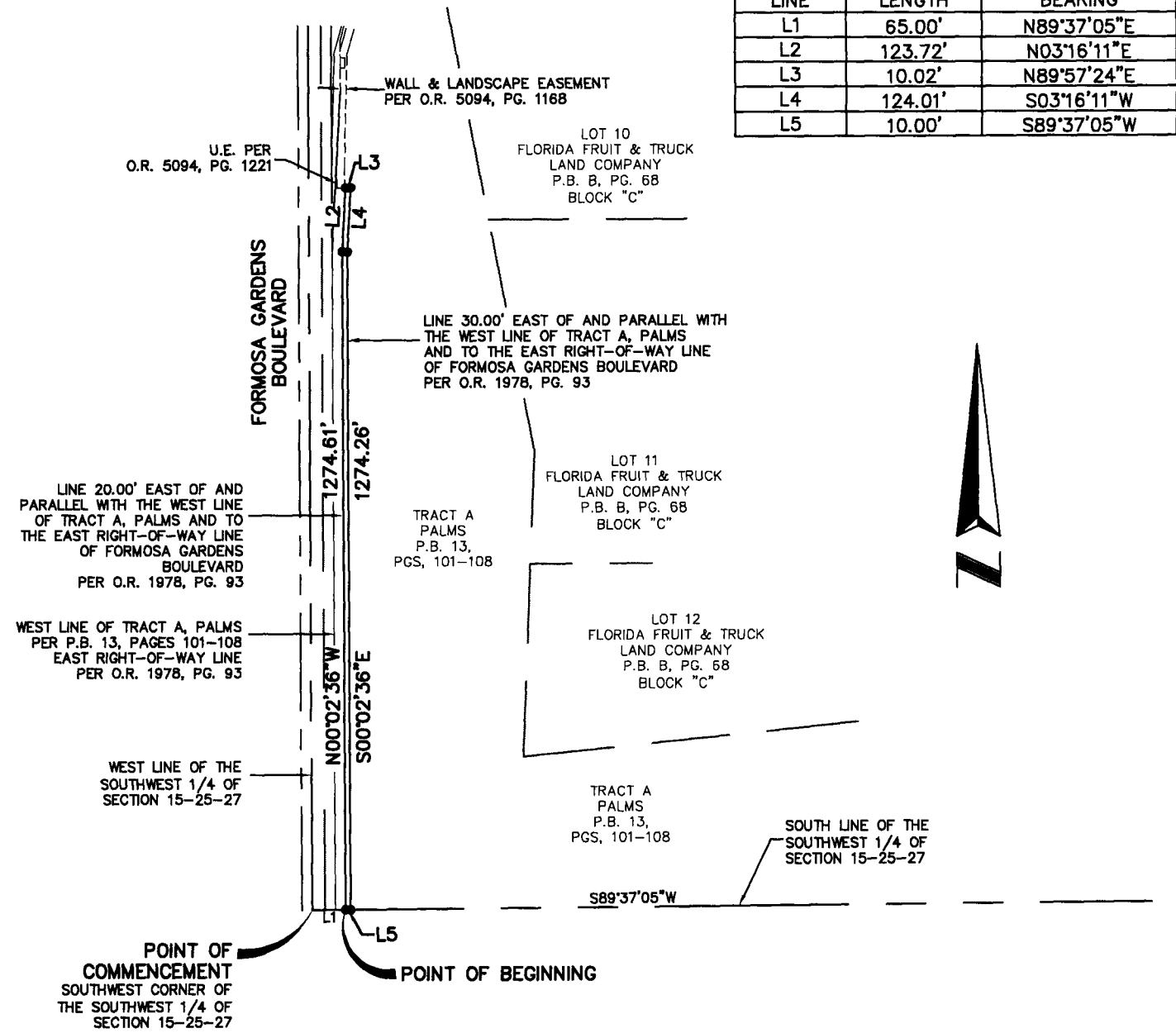
SK38

# SKETCH OF DESCRIPTION

SHEET 2 OF 2

10.00' MAINTENANCE EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	65.00'	N89°37'05"E
L2	123.72'	N03°16'11"E
L3	10.02'	N89°57'24"E
L4	124.01'	S03°16'11"W
L5	10.00'	S89°37'05"W



16 East Plant Street  
Winter Garden, Florida 34787 \* (407) 654-5365

THIS IS NOT A SURVEY:

- DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- O.R. DENOTES OFFICIAL RECORDS BOOK
- P.B. DENOTES PLAT BOOK
- PG. DENOTES PAGE

SK38

JOB NO. 20150560	CALCULATED BY: JLR
DATE: 5-18-17	DRAWN BY: PJR
SCALE: 1" = 300 FEET	CHECKED BY: MR
FIELD BY: N/A	



# SKETCH OF DESCRIPTION

SHEET 1 OF 2

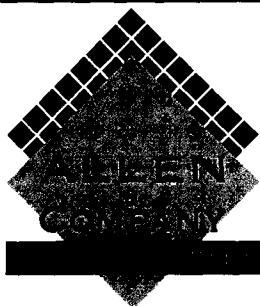
## LEGAL DESCRIPTION (30.00' Temporary Slope Easement).

A parcel of land comprising a portion of Tract A, PALMS as recorded in Plat Book 13, Pages 101 through 108 of the Public Records of Osceola County, Florida and lying in Section 15, Township 25 South, Range 27 East, Osceola County, Florida.

Being more particularly described as follows:

COMMENCE at the Southwest corner of the Southwest 1/4 of aforesaid Section 15; thence run North 89° 37' 05" East along the South line of the Southwest 1/4 of said Section 15 for a distance of 75.00 feet to a point on a line parallel with and 30.00 feet East of the West line of said Tract A and the East right-of-way line of Formosa Garden Boulevard according to Official Records Book 1978, Page 93 of said Public Records of Osceola County and the POINT OF BEGINNING; thence run North 00° 02' 36" West along said parallel line for a distance of 1274.26 feet; thence departing said parallel line of run North 03° 16' 11" East for a distance of 124.01 feet; thence run North 89° 57' 24" East for a distance of 30.05 feet; thence run South 03° 16' 11" West for a distance of 124.88 feet to a point on a line 60.00 feet East of and parallel with said West line of Tract A and said East right-of-way line; thence run South 00° 02' 36" East along said parallel line for a distance of 1273.22 feet to a point on aforesaid South line of the Southwest 1/4 of Section 15; thence run South 89° 37' 05" West along said South line for a distance of 30.00 feet to the POINT OF BEGINNING.

Containing 41,945 square feet, 0.96 acres more or less.



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 854 5355

### SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.  
THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.  
THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.  
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 15-25-27 BEING S89°37'05"W FOR ANGULAR DESIGNATION ONLY.

JOB NO. 20150560  
DATE: 5-18-17  
SCALE: 1" = 300 FEET  
FIELD BY: N/A

CALCULATED BY: JLR  
DRAWN BY: PJR  
CHECKED BY: MR

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

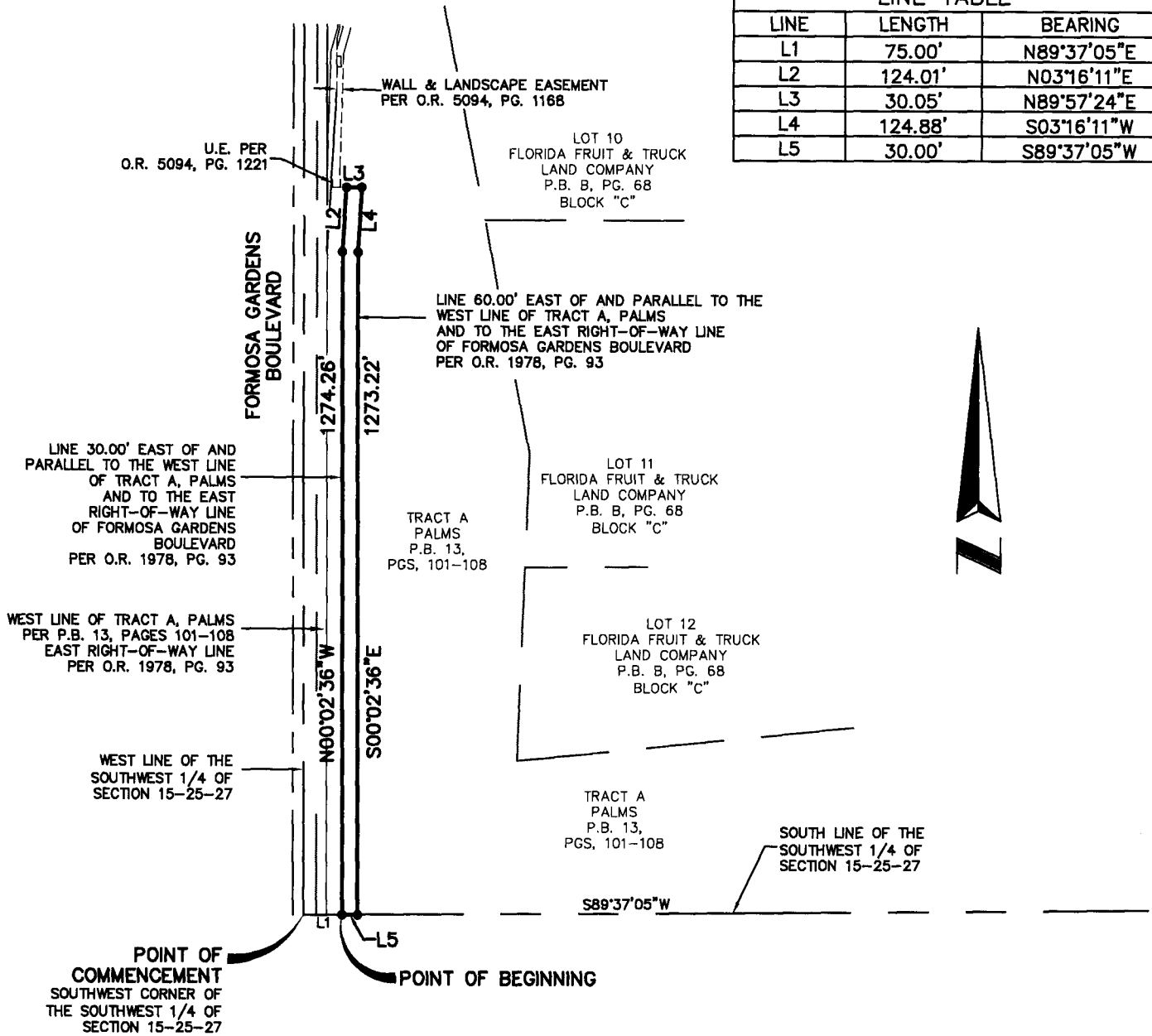
SK39

# SKETCH OF DESCRIPTION

SHEET 2 OF 2

30.00' TEMPORARY SLOPE EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	75.00'	N89°37'05"E
L2	124.01'	N03°16'11"E
L3	30.05'	N89°57'24"E
L4	124.88'	S03°16'11"W
L5	30.00'	S89°37'05"W



16 East Plant Street  
Winter Garden, Florida 34787 • (407) 654 5355

THIS IS NOT A SURVEY: SK39

- ⊙ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ⊕ DENOTES CENTERLINE
- O.R. DENOTES OFFICIAL RECORDS BOOK
- P.B. DENOTES PLAT BOOK
- PG. DENOTES PAGE

JOB NO. 20150560	CALCULATED BY: JLR
DATE: 5-18-17	DRAWN BY: PJR
SCALE: 1" = 300 FEET	CHECKED BY: MR
FIELD BY: N/A	

# SECTION C

# SECTION 1

# Windward Community Development District

## Summary of Check Register

January 2, 2025 through February 5, 2025

<b>Fund</b>	<b>Date</b>	<b>Check No.'s</b>	<b>Amount</b>
General Fund	1/2/25	997-998	\$ 58,338.55
	1/6/25	999-1000	\$ 500,592.01
	1/14/25	1001-1002	\$ 5,932.48
	1/23/25	1003-1009	\$ 35,194.26
	1/29/25	1010-1013	\$ 25,686.24
	2/4/25	1014-1015	\$ 45,812.23
<b>Total Amount</b>			<b>\$ 671,555.77</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/02/25	00010	12/11/24	9100 861 202411 4 SEASONS PH1B SL	202411	320-53800-43500			*	1,704.42		
		12/11/24	9101 537 202411 000 FOURSEASONS BLVD LITE	202411	320-53800-43500			*	1,832.67		
		12/17/24	9100 861 202412 000 SAND HILL RD	202412	320-53800-43500			*	1,725.31		
		12/30/24	9100 861 202412 000 SHADOW TREE LANE	202412	320-53800-43500			*	4,220.57		
										9,482.97	000997
1/02/25	00009	12/23/24	00262245 7700 FOUR SEASONS	202412	320-53800-43100		DUKE ENERGY	*	48,855.58		
										48,855.58	000998
1/06/25	00009	12/29/24	00262245 7900 FOUR SEASONS	202412	320-53800-43100		TOHO WATER AUTHORITY	*	141.13		
		12/29/24	00262245 7900 FOURSEASONS BLVD ODD	202412	320-53800-43100			*	50.65		
		12/29/24	00262245 7980 FOUR SEASONS BLVD GH	202412	320-53800-43100			*	28.05		
		12/29/24	00262245 0 FOUR SEASONS BLVD	202412	320-53800-43100			*	47,823.95		
										48,043.78	000999
1/06/25	00025	1/03/25	1325 ASSESSMENT TRANSFER S2018	202501	300-20700-10000		WINDWARD CDD/US BANK	*	221,351.41		
		1/03/25	1325 ASSESSMENT TRANSFER S2020	202501	300-20700-10000			*	231,196.82		
										452,548.23	001000
1/14/25	99999	1/14/25	VOID VOID CHECK	202501	000-00000-00000			C	.00		
										.00	001001
1/14/25	00010	1/07/25	9100 861 202412 17031 KEY BAY TRL	202412	320-53800-43000			*	30.80		
		1/08/25	9100 861 202412 79811 FOUR SEASONS ENT	202412	320-53800-43000			*	762.65		
		1/08/25	9100 861 202412 7701 FOUR SEASONS BLVD	202412	320-53800-43000			*	32.57		
		1/10/25	9100 861 202412 24081 SANDY CREEK TRAIL	202412	320-53800-43000			*	30.80		
		1/10/25	9100 861 202412 7980 FOUR SEASONS BLVD	202412	320-53800-43000			*	156.72		
		1/10/25	9100 861 202412 7701 FOUR SEASONS BLVD	202412	320-53800-43000			*	64.54		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/10/25		9100	861	2024	12	320-53800-43000			78151 FOUR SEASONS BLVD	*	55.19		
1/10/25		9100	861	2024	12	320-53800-43000			21051 PEBBLE PASSAGE LN	*	66.06		
1/10/25		9100	861	2024	12	320-53800-43000			79011 HANSON BAY PL	*	30.80		
1/13/25		9100	861	2024	12	320-53800-43500			000 FOURSEASONS BLVD LITE	*	1,394.99		
1/13/25		9101	690	2024	12	320-53800-43000			21421 LIMESTONE TRL	*	18.33		
1/13/25		9101	690	2024	12	320-53800-43000			23131 SEAGRASS PT RET-PND	*	18.87		
1/14/25		9100	851	2024	12	320-53800-43500			4 SEASONS PH1B SL	*	1,542.59		
1/14/25		9101	537	2024	12	320-53800-43500			000 FOURSEASONS BLVD LITE	*	1,727.57		
DUKE ENERGY												5,932.48	001002
1/23/25	00041	11/27/24	18741	2024	11	320-53800-47100			LAKE MAINTENANCE NOV24	*	375.00		
AQUATIC WEED MANAGEMENT, INC												375.00	001003
1/23/25	00010	1/21/25	9100	861	2025	01	320-53800-43500		000 SAND HILL RD LITE	*	1,538.96		
DUKE ENERGY												1,538.96	001004
1/23/25	00001	12/01/24	245	2024	12	310-51300-34000			MANAGEMENT FEES - DEC 24	*	3,750.00		
12/01/24		245	2024	12	310-51300-35200			WEBSITE ADMIN - DEC 24	*	92.75			
12/01/24		245	2024	12	310-51300-35100			INFORMATION TECH - DEC 24	*	162.33			
12/01/24		245	2024	12	310-51300-31300			DISSEMINATION - DEC 24	*	841.75			
12/01/24		245	2024	12	310-51300-51000			OFFICE SUPPLIES	*	.27			
12/01/24		245	2024	12	310-51300-42000			POSTAGE	*	144.92			
12/01/24		245	2024	12	310-51300-42500			COPIES	*	153.90			
12/01/24		246	2024	12	320-53800-12000			FIELD MANAGEMENT - DEC 24	*	1,549.83			
GOVERNMENTAL MANAGEMENT SERVICES-CF												6,695.75	001005
1/23/25	00002	12/09/24	133047	2024	11	310-51300-31500			GENERAL COUNSEL - NOV 24	*	2,047.56		
LATHAM LUNA EDEN & BEAUDINE LLP												2,047.56	001006

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/23/25	00004	11/30/24	10532721	202411	310	51300	48000		NOTICE OF LOE	*	759.36		
									ORLANDO SENTINEL			759.36	001007
1/23/25	00059	12/01/24	15451	202412	320	53800	46800		LANDSCAPE MAINT - DEC24	*	19,737.00		
									PRINCE & SONS, INC.			19,737.00	001008
1/23/25	00022	11/25/24	7557006	202411	310	51300	32300		TRUSTEE FEE S2020 FY25	*	3,703.91		
		11/25/24	7557006	202411	300	15500	10000		TRUSTEE FEE S2020 FY26	*	336.72		
									US BANK			4,040.63	001009
1/29/25	00014	12/10/24	15800	202412	320	53800	57400		PSK CLOUD SUBSCRIPTION	*	24.00		
		12/10/24	15899	202412	320	53800	47000		WI-PAK MONTHLY SVC-DEC24	*	120.00		
		1/06/25	15981	202501	320	53800	57400		PSK CLOUD SUBSCRIPTION	*	24.00		
		1/06/25	16085	202501	320	53800	47000		WI-PAK MONTHLY SVC JAN24	*	120.00		
									ACCESS CONTROL SYSTEMS LLC			288.00	001010
1/29/25	00041	12/23/24	18886	202412	320	53800	47100		LAKE MAINTENANCE DEC24	*	375.00		
									AQUATIC WEED MANAGEMENT, INC			375.00	001011
1/29/25	00001	11/30/24	247	202411	320	53800	34100		POLE/SIGN/SIDEWALK	*	345.43		
		11/30/24	248	202411	320	53800	34100		FENCE POSTS STRAIGHTENED	*	415.00		
									GOVERNMENTAL MANAGEMENT SERVICES-CF			760.43	001012
1/29/25	00059	12/09/24	15681	202412	320	53800	46400		IRRIGATION REPAIRS	*	623.41		
		12/09/24	15682	202412	320	53800	46400		IRRIGATION REPAIRS	*	314.90		
		12/17/24	15710	202412	320	53800	47000		CULVERT CLEANUP	*	350.00		
		1/01/25	15841	202501	320	53800	46800		LANDSCAPE MAINT - JAN 25	*	19,737.00		
		1/02/25	15977	202501	320	53800	46700		TREE REPLACED/STAKED	*	3,237.50		
									PRINCE & SONS, INC.			24,262.81	001013



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/04/25	00010	1/29/25 9100 861	202501 320-53800-43500	DUKE ENERGY	*	3,856.65	3,856.65 001014
-----							
2/04/25	00009	1/23/25 00262245	202501 320-53800-43100	TOHO WATER AUTHORITY	*	41,955.58	41,955.58 001015
-----							
TOTAL FOR BANK A						671,555.77	
TOTAL FOR REGISTER						671,555.77	

# SECTION 2

*to be provided under  
separate cover*

# SECTION 3

***Windward***  
***Community Development District***

***Unaudited Financial Reporting***  
***January 31, 2025***



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14	<u>Assessment Receipt Schedule</u>

**Windward**  
**Community Development District**  
**Combined Balance Sheet**  
**January 31, 2025**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
Cash	\$ 1,378,262	\$ -	\$ -	\$ 1,378,262
Prepaid Expense	\$ 956	\$ -	\$ -	\$ 956
Due from Other	\$ 88,220	\$ -	\$ -	\$ 88,220
Due from General Fund	\$ -	\$ 11,037	\$ -	\$ 11,037
<b>Investments</b>				
Series 2018 A-1/A-2				
Reserve A-1	\$ -	\$ 121,730	\$ -	\$ 121,730
Reserve A-2	\$ -	\$ 145	\$ -	\$ 145
Revenue	\$ -	\$ 269,909	\$ -	\$ 269,909
Construction	\$ -	\$ -	\$ 5,818	\$ 5,818
Series 2020 A-1/A-2				
Reserve A-1	\$ -	\$ 127,656	\$ -	\$ 127,656
Reserve A-2	\$ -	\$ 31,707	\$ -	\$ 31,707
Revenue	\$ -	\$ 462,778	\$ -	\$ 462,778
Prepayment A-2	\$ -	\$ 567,698	\$ -	\$ 567,698
Construction	\$ -	\$ -	\$ 2,713,344	\$ 2,713,344
Cost of Issuance	\$ -	\$ -	\$ 33,754	\$ 33,754
<b>Total Assets</b>	<b>\$ 1,467,438</b>	<b>\$ 1,592,660</b>	<b>\$ 2,752,916</b>	<b>\$ 5,813,015</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 64,267	\$ -	\$ -	\$ 64,267
Due to Debt Service Fund	\$ 11,037	\$ -	\$ -	\$ 11,037
<b>Total Liabilities</b>	<b>\$ 75,304</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75,304</b>
<b>Fund Balances:</b>				
Nonspendable:				
Prepaid Items	\$ 956	\$ -	\$ -	\$ 956
Restricted for:				
Debt Service	\$ -	\$ 1,592,660	\$ -	\$ 1,592,660
Capital Projects	\$ -	\$ -	\$ 2,752,916	\$ 2,752,916
Unassigned	\$ 1,391,178	\$ -	\$ -	\$ 1,391,178
<b>Total Fund Balances</b>	<b>\$ 1,392,134</b>	<b>\$ 1,592,660</b>	<b>\$ 2,752,916</b>	<b>\$ 5,737,711</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 1,467,438</b>	<b>\$ 1,592,660</b>	<b>\$ 2,752,916</b>	<b>\$ 5,813,015</b>

**Windward**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2025**

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<b>Revenues</b>				
Assessments - Tax Roll	\$ 1,378,623	\$ 1,271,443	\$ 1,271,443	\$ -
Miscellaneous Revenue	\$ 7,521	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 1,386,144</b>	<b>\$ 1,271,443</b>	<b>\$ 1,271,443</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b>General &amp; Administrative:</b>				
Supervisors Fees	\$ 4,800	\$ 1,600	\$ -	\$ 1,600
FICA Expense	\$ 367	\$ 122	\$ -	\$ 122
Engineering	\$ 16,000	\$ 5,333	\$ -	\$ 5,333
Attorney	\$ 25,000	\$ 8,333	\$ 3,963	\$ 4,370
Arbitrage	\$ 900	\$ 450	\$ 450	\$ -
Dissemination	\$ 10,101	\$ 3,367	\$ 4,467	\$ (1,100)
Annual Audit	\$ 6,500	\$ -	\$ -	\$ -
Trustee Fees	\$ 8,008	\$ 6,802	\$ 6,802	\$ -
Assessment Administration	\$ 5,565	\$ 5,565	\$ 5,565	\$ -
Management Fees	\$ 45,000	\$ 15,000	\$ 15,000	\$ -
Information Technology	\$ 1,948	\$ 649	\$ 649	\$ -
Website Maintenance	\$ 1,113	\$ 371	\$ 371	\$ -
Telephone	\$ 125	\$ 42	\$ -	\$ 42
Postage	\$ 800	\$ 267	\$ 329	\$ (62)
Travel Per Diem	\$ 660	\$ 220	\$ -	\$ 220
Printing & Binding	\$ 500	\$ 167	\$ 176	\$ (9)
Insurance	\$ 6,817	\$ 6,817	\$ 6,817	\$ -
Legal Advertising	\$ 1,500	\$ 500	\$ 971	\$ (471)
Other Current Charges	\$ 2,000	\$ 667	\$ 165	\$ 502
Office Supplies	\$ 150	\$ 50	\$ 1	\$ 49
Property Appraiser	\$ 500	\$ 201	\$ 201	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 138,529</b>	<b>\$ 56,697</b>	<b>\$ 46,101</b>	<b>\$ 10,596</b>



**Windward**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2025**

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<b>Operation &amp; Maintenance</b>				
<b>Field Expenditures</b>				
Field Services	\$ 18,598	\$ 6,199	\$ 6,199	\$ -
Facility Maintenance	\$ 18,500	\$ 6,167	\$ 1,964	\$ 4,203
Electric	\$ 160,009	\$ 53,336	\$ 44,166	\$ 9,171
Water & Sewer	\$ 602,808	\$ 200,936	\$ 187,595	\$ 13,341
Security Building Maintenance	\$ 15,000	\$ 5,000	\$ 724	\$ 4,277
Landscape Maintenance	\$ 237,000	\$ 79,000	\$ 78,948	\$ 52
Landscape Contingency	\$ 50,000	\$ 16,667	\$ 3,238	\$ 13,429
Property Insurance	\$ 10,000	\$ 10,000	\$ 6,040	\$ 3,960
Fountain Maintenance	\$ 14,600	\$ 4,867	\$ 2,325	\$ 2,542
Lake Maintenance	\$ 22,100	\$ 7,367	\$ 3,325	\$ 4,042
Irrigation Repairs	\$ 30,000	\$ 10,000	\$ 3,464	\$ 6,536
Roadway Maintenance	\$ 9,000	\$ 3,000	\$ -	\$ 3,000
Contingency	\$ 10,000	\$ 3,333	\$ 4,393	\$ (1,059)
<b>Total Operations &amp; Maintenance Expenditures</b>	<b>\$ 1,197,615</b>	<b>\$ 405,872</b>	<b>\$ 342,379</b>	<b>\$ 63,493</b>
<b>Total Expenditures</b>	<b>\$ 1,336,144</b>	<b>\$ 462,569</b>	<b>\$ 388,480</b>	<b>\$ 74,089</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 50,000</b>		<b>\$ 882,963</b>	
<b>Other Financing Sources/(Uses)</b>				
Transfer In/Out	\$ (50,000)	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (50,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 882,963</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 509,172</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 1,392,134</b>	

**Windward**  
**Community Development District**  
**Debt Service Fund - Series 2018-A1**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2025**

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<b>Revenues</b>				
Assessments - 2018 A1 Tax Roll	\$ 243,648	\$ 224,706	\$ 224,706	\$ -
Interest Income	\$ 6,863	\$ 3,371	\$ 3,371	\$ -
<b>Total Revenues</b>	<b>\$ 250,511</b>	<b>\$ 228,078</b>	<b>\$ 228,078</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b>Series 2018A-1</b>				
Interest - 11/1	\$ 90,965	\$ 90,965	\$ 90,965	\$ -
Principal - 5/1	\$ 60,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 90,965	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 241,930</b>	<b>\$ 90,965</b>	<b>\$ 90,965</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 8,581</b>		<b>\$ 137,113</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 135,308</b>		<b>\$ 260,070</b>	
<b>Fund Balance - Ending</b>	<b>\$ 143,889</b>		<b>\$ 397,182</b>	

**Windward**  
**Community Development District**  
**Debt Service Fund - Series 2020-A1**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2025**

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<b>Revenues</b>				
Assessments - 2020 A1 Tax Roll	\$ 255,379	\$ 234,693	\$ 234,693	\$ -
Interest Income	\$ 10,876	\$ 6,012	\$ 6,012	\$ -
<b>Total Revenues</b>	<b>\$ 266,255</b>	<b>\$ 240,706</b>	<b>\$ 240,706</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b>Series 2020A-1</b>				
Interest - 11/1	\$ 85,726	\$ 85,726	\$ 85,726	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 15,000	\$ (15,000)
Principal - 5/1	\$ 85,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 85,726	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 256,453</b>	<b>\$ 85,726</b>	<b>\$ 100,726</b>	<b>\$ (15,000)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 9,803</b>		<b>\$ 139,979</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 120,934</b>		<b>\$ 225,311</b>	
<b>Fund Balance - Ending</b>	<b>\$ 130,736</b>		<b>\$ 365,290</b>	

# Windward

## Community Development District

### Debt Service Fund - Series 2020-A2

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<b>Revenues</b>				
Assessments - 2020 A2 Direct	\$ 81,840	\$ -	\$ -	\$ -
Assessments - Prepayments	\$ -	\$ -	\$ 567,698	\$ 567,698
Interest Income	\$ 14,777	\$ 5,162	\$ 5,162	\$ -
<b>Total Revenues</b>	<b>\$ 96,617</b>	<b>\$ 5,162</b>	<b>\$ 572,860</b>	<b>\$ 567,698</b>
<b>Expenditures:</b>				
<b>Series 2020A-2</b>				
Interest - 11/1	\$ 40,920	\$ 31,130	\$ 31,130	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 245,000	\$ (245,000)
Interest - 5/1	\$ 40,920	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 81,840</b>	<b>\$ 31,130</b>	<b>\$ 276,130</b>	<b>\$ (245,000)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 14,777</b>		<b>\$ 296,730</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 561,508</b>		<b>\$ 533,457</b>	
<b>Fund Balance - Ending</b>	<b>\$ 576,285</b>		<b>\$ 830,188</b>	

**Windward**  
**Community Development District**  
**Capital Projects Fund - Series 2018**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2025**

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ 90	\$ 90
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 90</b>	<b>\$ 90</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 90</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 5,728</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 5,818</b>	

**Windward**  
**Community Development District**  
**Capital Projects Fund - Series 2020**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2025**

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ 23,820	\$ 23,820
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 23,820</b>	<b>\$ 23,820</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 23,820</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 2,723,279</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 2,747,098</b>	

**Windward**  
**Community Development District**  
**Capital Reserve**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending January 31, 2025**

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Other Financing Sources/(Uses)</b>				
Transfer In (Out)	\$ 50,000	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 50,000</b>		<b>\$ -</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ 50,000</b>		<b>\$ -</b>	

**Windward**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Assessments - Tax Roll	\$ -	\$ 269,652	\$ 971,245	\$ 30,546	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,271,443
Assessments - Direct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 269,652</b>	<b>\$ 971,245</b>	<b>\$ 30,546</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,271,443</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisors Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 1,915	\$ 2,048	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,963
Arbitrage	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 1,442	\$ 842	\$ 842	\$ 1,342	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,467
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ 3,704	\$ 3,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,802
Assessment Administration	\$ 5,565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,565
Management Fees	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Information Technology	\$ 162	\$ 162	\$ 162	\$ 162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 649
Website Maintenance	\$ 93	\$ 93	\$ 93	\$ 93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 371
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 82	\$ 6	\$ 145	\$ 96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 329
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Binding	\$ 7	\$ -	\$ 154	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 176
Insurance	\$ 6,817	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,817
Legal Advertising	\$ -	\$ 759	\$ 212	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 971
Other Current Charges	\$ 41	\$ 41	\$ 41	\$ 41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Property Appraiser	\$ -	\$ -	\$ -	\$ 201	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 201
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 20,050</b>	<b>\$ 11,855</b>	<b>\$ 8,497</b>	<b>\$ 5,699</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 46,101</b>



**Windward**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Operation &amp; Maintenance</b>													
<b>Field Expenditures</b>													
Field Services	\$ 1,550	\$ 1,550	\$ 1,550	\$ 1,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,199
Facility Maintenance	\$ -	\$ 1,699	\$ -	\$ 265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,964
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ 12,231	\$ 12,186	\$ 11,878	\$ 7,870	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,166
Water & Sewer	\$ 39,730	\$ 114,498	\$ 39,751	\$ (6,384)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 187,595
Security Building Maintenance	\$ 387	\$ 289	\$ 24	\$ 24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 724
Landscape Maintenance	\$ 19,737	\$ 19,737	\$ 19,737	\$ 19,737	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,948
Landscape Contingency	\$ -	\$ -	\$ -	\$ 3,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,238
Property Insurance	\$ 6,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,040
Fountain Maintenance	\$ 775	\$ 775	\$ 775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,325
Lake Maintenance	\$ 375	\$ 2,575	\$ 375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,325
Irrigation Repairs	\$ 1,839	\$ 686	\$ 938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,464
Lighting Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Monument Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ 2,533	\$ 1,270	\$ 470	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,393
<b>Total Operations &amp; Maintenance Expenses</b>	<b>\$ 85,196</b>	<b>\$ 155,265</b>	<b>\$ 75,498</b>	<b>\$ 26,419</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 342,379</b>
<b>Total Expenditures</b>	<b>\$ 105,246</b>	<b>\$ 167,120</b>	<b>\$ 83,995</b>	<b>\$ 32,119</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 388,480</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (105,246)</b>	<b>\$ 102,532</b>	<b>\$ 887,250</b>	<b>\$ (1,573)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 882,963</b>

# Windward

## Community Development District

### LONG TERM DEBT REPORT

<b>SERIES 2018A-1, SPECIAL ASSESSMENT REVENUE BONDS</b>		
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)
PRINCIPAL PAYMENT - 05/01/23		(\$55,000)
PRINCIPAL PAYMENT - 05/01/24		(\$60,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$3,195,000</b>

<b>SERIES 2018A-2, SPECIAL ASSESSMENT REVENUE BONDS</b>		
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)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$0</b>

# Windward

## Community Development District

### LONG TERM DEBT REPORT

<b>SERIES 2020A-1, SPECIAL ASSESSMENT REVENUE BONDS</b>	
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	\$127,319
RESERVE FUND BALANCE	\$127,656
BONDS OUTSTANDING - 10/29/20	\$4,230,000
PRINCIPAL PAYMENT - 05/01/22	(\$75,000)
PRINCIPAL PAYMENT - 05/01/23	(\$80,000)
PRINCIPAL PAYMENT - 05/01/24	(\$80,000)
SPECIAL CALL - 11/1/24	(\$15,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$3,980,000</b>

<b>SERIES 2020A-2, SPECIAL ASSESSMENT REVENUE BONDS</b>	
INTEREST RATES:	4.400%
MATURITY DATE:	11/1/2035
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL INTEREST
RESERVE FUND REQUIREMENT	\$12,870
RESERVE FUND BALANCE	\$31,707
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)
SPECIAL CALL - 05/01/23	(\$410,000)
SPECIAL CALL - 08/01/23	(\$410,000)
SPECIAL CALL - 11/01/23	(\$580,000)
SPECIAL CALL - 02/01/24	(\$700,000)
SPECIAL CALL - 05/01/24	(\$420,000)
SPECIAL CALL - 11/01/24	(\$245,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$1,615,000</b>

**Windward**  
**Community Development District**  
**Special Assessment Receipts**  
**Fiscal Year 2025**

Gross \$ 1,466,616.83 \$ 259,200.00 \$ 270,720.00 \$ 1,996,536.83  
 Net \$ 1,378,619.82 \$ 243,648.00 \$ 254,476.80 \$ 1,876,744.62

**ON ROLL ASSESSMENTS**

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	ASSESSED THROUGH COUNTY			Total
							General Fund	S2018 A1 DSF Portion	S2020 A1 DSF Portion	
							73.46%	12.98%	13.56%	100.00%
11/18/24	ACH	\$25,265.53	\$0.00	(\$505.31)	\$0.00	\$24,760.22	\$18,188.37	\$3,214.49	\$3,357.36	\$24,760.22
11/22/24	ACH	\$349,308.77	\$0.00	(\$6,986.17)	\$0.00	\$342,322.60	\$251,463.48	\$44,441.96	\$46,417.16	\$342,322.60
12/11/24	ACH	\$1,286,489.87	\$0.00	(\$25,729.80)	\$0.00	\$1,260,760.07	\$926,129.64	\$163,677.93	\$170,952.50	\$1,260,760.07
12/20/24	ACH	\$62,670.12	\$0.00	(\$1,253.40)	\$0.00	\$61,416.72	\$45,115.52	\$7,973.41	\$8,327.79	\$61,416.72
01/09/25	ACH	\$12,829.75	\$0.00	(\$256.60)	\$0.00	\$12,573.15	\$9,235.99	\$1,632.31	\$1,704.85	\$12,573.15
01/09/25	ACH	\$28,030.00	\$0.00	(\$560.60)	\$0.00	\$27,469.40	\$20,178.48	\$3,566.21	\$3,724.71	\$27,469.40
01/28/25	ACH	\$0.00	\$0.00	\$0.00	\$1,540.27	\$1,540.27	\$1,131.45	\$199.97	\$208.85	\$1,540.27
<b>TOTAL</b>		<b>\$ 1,764,594.04</b>	<b>\$ -</b>	<b>\$ (35,291.88)</b>	<b>\$ 1,540.27</b>	<b>\$ 1,730,842.43</b>	<b>\$ 1,271,442.93</b>	<b>\$ 224,706.28</b>	<b>\$ 234,693.22</b>	<b>\$ 1,730,842.43</b>

<b>92%</b>	<b>Gross Percent Collected</b>
<b>\$ 145,902.19</b>	<b>Balance Remaining to Collect</b>

**DIRECT BILL ASSESSMENTS**

K. Hovnanian at Mystic Dunes, LLC					
			Net Assessments	\$51,480.00	\$51,480.00
Date Received	Due Date	Check No.	Net Assessed	Amount Received	Debt Service Fund 2020 A2
	4/1/25		\$25,740.00		\$0.00
	10/1/25		\$25,740.00		\$0.00
			<b>\$ 51,480.00</b>	<b>\$ -</b>	<b>\$ -</b>

# SECTION 4



# SECTION 5

**EXHIBIT C**

**2020A ACQUISITION AND CONSTRUCTION  
REQUISITION**

The undersigned, an Authorized Officer of Windward Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2018 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of October 1, 2020 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 9
- (B) Name of Payee: Latham, Luna, Eden & Beaudine LLP
- (C) Amount Payable: \$765.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 132871 & 130517 - Conveyances/Requisitions for July & Oct 2024

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020A Acquisition and Construction Account that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2020A Project and each represents a Cost of the 2020A Project, and has not previously been paid.

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

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

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

**WINDWARD COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer



## CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020A Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020A Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020A Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020A Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020A Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020A Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for the 2020A Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020A Project for which disbursement is made have been obtained from all applicable regulatory bodies; (f) for that portion of the 2020A Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020A Project for which disbursement is made hereby; and (g) upon payment of the disbursement hereby, sufficient amounts will remain on deposit in the 2020A Acquisition and Construction Account to complete the 2020A Project.

[CONSULTING ENGINEER]

*Stephen Saha*

Digitally signed by Stephen K Saha  
Date: 2024.12.20 16:00:59-0500'

Title: District Engineer



LATHAM, LUNA,  
EDEN & BEAUDINE,<sup>LLP</sup>  
ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32802

November 14, 2024

Invoice #: 132871  
Federal ID #:59-3366512

Windward CDD  
c/o GMS-CFL, LLC  
219 E. LIVINGSTON STREET  
Orlando, FL 32810

Matter ID: 9127-005                      Conveyances/Requisitions

**For Professional Services Rendered:**

10/8/2024	KET	Review of email correspondence from District Manager regarding requisition schedule. Review records regarding outstanding items related to pending conveyances and responded to the District Manager and District Engineer regarding same.	0.20	\$51.00
10/9/2024	KET	Review of response from District Manager regarding repair items related to requisition and conveyance.	0.10	\$25.50
10/11/2024	KET	Receipt of nine emails between District Manager and District Engineer regarding pending requisition.	0.20	\$51.00
10/14/2024	KET	Review of email correspondence from the District Manager regarding completion of outstanding repairs and requisition for consideration at upcoming Board meeting and responded to same.	0.40	\$102.00
10/29/2024	KET	Receipt of email correspondence between Developer, District Manager and District Engineer regarding requisition.	0.10	\$25.50
<b>Total Professional Services:</b>			<b>1.00</b>	<b>\$255.00</b>
			Total	\$255.00
			Previous Balance	\$612.00

**Payments & Credits**

<u>Date</u>	<u>Type</u>	<u>Notes</u>	<u>Amount</u>
			Payments & Credits \$0.00
			<b>Total Due \$867.00</b>



LATHAM, LUNA,  
EDEN & BEAUDINE,<sup>TM</sup>  
ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32802

August 13, 2024

Invoice #: 130517  
Federal ID #:59-3366512

**Windward CDD**  
c/o GMS-CFL, LLC  
219 E. LIVINGSTON STREET  
Orlando, FL 32810

Matter ID: 9127-005

Conveyances/Requisitions

**For Professional Services Rendered:**

7/19/2024	KET	Email correspondence to Fidelity regarding title work order for tracts subject to future conveyance to the District.	0.20	\$51.00
7/24/2024	KET	Preparation of conveyance documents for remainder of tracts and improvements to be conveyed to the District located in the Four Seasons Phase 3C and 3D Plat and the Four Seasons Phase 4B Plat. Email correspondence to GMS, K.Hov. and the District Engineer regarding same. Receipt and review of updated title work for Tracts A and B of the Four Seasons at Orlando Phase 3C and 3D plat and Tract A of the Four Seasons at Orlando Phase 3B plat. Email correspondence to GMS regarding inspection of such tracts.	1.80	\$459.00
<b>Total Professional Services:</b>			<b>2.00</b>	<b>\$510.00</b>
			<b>Total</b>	<b>\$510.00</b>



**EXHIBIT C**

**2020A ACQUISITION AND CONSTRUCTION  
REQUISITION**

The undersigned, an Authorized Officer of Windward Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2018 (the "Master Indenture"), as supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of October 1, 2020 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 10
- (B) Name of Payee: Latham, Luna, Eden & Beaudine LLP
- (C) Amount Payable: \$51.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 133048 - Conveyances/Requisitions for Nov 2024

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020A Acquisition and Construction Account that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2020A Project and each represents a Cost of the 2020A Project, and has not previously been paid.

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

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

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

**WINDWARD COMMUNITY DEVELOPMENT  
DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

## CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020A Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020A Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020A Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020A Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020A Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020A Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for the 2020A Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020A Project for which disbursement is made have been obtained from all applicable regulatory bodies; (f) for that portion of the 2020A Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020A Project for which disbursement is made hereby; and (g) upon payment of the disbursement hereby, sufficient amounts will remain on deposit in the 2020A Acquisition and Construction Account to complete the 2020A Project.

[CONSULTING ENGINEER]

*Stephen Saha*

Digitally signed by Stephen K Saha  
Date: 2024.12.20 15:59:42-05'00'

Title: District Engineer



LATHAM, LUNA,  
EDEN & BEAUDINE,<sup>LLP</sup>  
ATTORNEYS AT LAW

201 S. ORANGE AVE, STE 1400  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32802

December 9, 2024

Invoice #: 133048  
Federal ID #:59-3366512

**Windward CDD**  
c/o GMS-CFL, LLC  
219 E. LIVINGSTON STREET  
Orlando, FL 32810

Matter ID: 9127-005

Conveyances/Requisitions

**For Professional Services Rendered:**

11/19/2024	KET	Review of multiple emails with Developer regarding punch list for requisition and status of outstanding items.	0.20	\$51.00
<b>Total Professional Services:</b>			<b>0.20</b>	<b>\$51.00</b>

Total \$51.00  
Previous Balance \$765.00

**Payments & Credits**

<u>Date</u>	<u>Type</u>	<u>Notes</u>	<u>Amount</u>
			Payments & Credits \$0.00
			<b>Total Due \$816.00</b>

# SECTION D



# SECTION 1



**Proposal #149345**

Date: 2/6/2025

PO #

Rashawn Peterson

**Customer:**

Access Management Invoices Billing  
- Central Florida

**Property:**

Four Seasons at Orlando  
7813 Four Seasons Blvd  
Kissimmee, FL 34747

**Four Seasons Bubblers Removal**

Remove and cap bubblers on all parkway trees in Four Seasons

**Bubbler Removal**

**Antilles Club**

2185 2189 2193 2197 2201 2205 2209 2213 2217 2225 2229 2233 2237  
2241 2245 2249 2253 2257 2276 2272 2268 2264 2256 2248 2244 2236  
2232 2228 2224 2220 2216 22121 2208 2204 2200 2196 2192 2188 2184  
2180 2176 2172 2168 2164 2160 2156 2151 2148 2144 2140 2136 2132

**Total 52**

**Four Season Blvd**

7799 7797 7795 7787 7783 7787 7789 7791 7793 7767 7765 7761 7759  
7757 7755 7753 7749 7747 7745 7743 7741 7739 7737 7735 7733 7731  
7729 7727 7725 7723 7721 7719 7717 7715 7713 7711 7709 7710 7714  
7716 7718 7720 7722 7724 7726 7728 7730 7732 7734 7736 7740 7742  
7744 7746 7748 7750 7752 7756 7758 7760 7764 7766 7768 7770 7772  
7774 7776 7778 7780 7782 7784 7786 7788 7790 7792 7794 7766 7798

**Total 78**

**Limestone**

1963 1975 1983 1991 1999 2007 2015 2023 2039 2055 2063 2071 2079  
2087 2095 2103 2011 2119 2127 2135 2143 2151 2159 2167 2175 2183

2191 2199 2207 2215 2224 2216 2140 2132 2124 2116 2108 2100 2092

**Total 39**

**Seagrass**

2289 2288 2280 2264 2232

**Total 5**

**Key Bay**

1991 1999 2007 2015 2023 2031 2043 2051 2046 2038 2030 2022 2014

2006 1998 1699 1691 1699 1691 1683 1675 1667 1647 1648 1638 1630

1622 1614 1606 1611 1619 1627 1635 1643

**Total 34**

**Sand Pierre**

7608 7616 7624 7632 7640 7661 7653 7645 7637

**Total 9**

**Whitewood**

1542 1546 1550 1554 1566 1570 1574 1578 1582 1580 1590 1594 1598

**Total 13**

**Flora Pass**

1740 1728 1735 1747 1759 1771 1783 1795 1807 1831 1843 1855 1873

**Flora Pass cont.**

1885 1891 1903 1915 1927 1939 1951 1957 1969 1975 1981 1987 1993

1999 2005 2001 2017 2023 2029 2033 2039 2045 2051 2057 2063 2069

2075 2087 2093 2098 2092 2086 2080 2074 2068 2062 2056 2050 2040

2038 2032 2028 2022 2016 2010 20043 1998 1992 1986 1980 1974 1968

1962 1956 1950 1944 1932 1920 1908 1896 1884

**Total 74**

**Sandy Creek**

7968 7964 7960 7956 7952 7948 7940 7932 7928 7924 7920 7916 7912

7904 7900 7905 7909 7913 7917 7921 7925 7929 7933 7937 7941 7945

7949 7953 7957 7961 7965 7969 7973 7977 7981

**Total 35**

**Total Trees 339**

**Default Group \$2,818.20**

Items	Quantity	Unit	Price/Unit	Price
<b>Bubbler Removal</b>				<b>\$2,818.20</b>
Irrigation Parts and Labor	40.00	Hr	\$70.46	\$2,818.20
<b>PROJECT TOTAL:</b>				<b>\$2,818.20</b>

**Terms & Conditions**

By \_\_\_\_\_  
Rashawn Peterson  
Date 2/6/2025  
United Land Services

By \_\_\_\_\_  
Date \_\_\_\_\_  
Four Seasons at Orlando





**Proposal #149388**

Date: 2/6/2025

PO #

Rashawn Peterson

**Customer:**

Access Management Invoices Billing  
- Central Florida

**Property:**

Four Seasons at Orlando  
7813 Four Seasons Blvd  
Kissimmee, FL 34747

**Four Seasons Parkway Tree Staking**

Stake leaning parkway trees at Four Seasons

**Leaning Trees**

**2185 Antilles Club**

7797, 7795, 7744, 7716, 7778, 7794 Four Season Blvd

2103, 2119, 2127, 2224 Limestone

2289, 2288, 2280, 2264, 2232 Seagrass

2038, 1638 Key Bay

7616 Sand Pierre

1542, 1570 Whitewood

**Total Trees 21**

**Default Group \$2,230.00**

Items	Quantity	Unit	Price/Unit	Price
<b>Property Improvements</b>				<b>\$2,230.00</b>
Tree Stakes- Includes Labor and Material	1.00	ea	\$2,230.00	\$2,230.00
<b>PROJECT TOTAL:</b>				<b>\$2,230.00</b>

**Terms & Conditions**

By \_\_\_\_\_

**Rashawn Peterson**

Date 2/6/2025

**United Land Services**

By \_\_\_\_\_

Date \_\_\_\_\_

**Four Seasons at Orlando**

the 1990s, the number of publications on the topic has increased steadily, and the number of journals publishing research on the topic has also increased.

There are several reasons for this increase. One reason is that the topic has become more relevant to a wider range of disciplines. For example, research on the topic has been published in journals from psychology to sociology to education. Another reason is that the topic has become more complex. For example, research on the topic has now included studies on the effects of social media on mental health, and on the effects of stress on physical health.

There are also several reasons why the topic has become more relevant to a wider range of disciplines. One reason is that the topic has become more complex.

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**Proposal #148193**

Date: 2/10/2025

PO #

Rashawn Peterson

**Customer:**

Access Management Invoices Billing  
- Central Florida

**Property:**

Four Seasons at Orlando  
7813 Four Seasons Blvd  
Kissimmee, FL 34747

**Four Seasons Verge Area Zoyzia Replacement**

Verge area sod replacement.

**Antilles Club**

2193 (72 Sq Ft.)

2201 (132 Sq Ft.)

2205 (84 Sq Ft.)

2209 (210 Sq Ft.)

2213 (288 Sq Ft.)

2217 (48 Sq Ft.)

2225 (102 Sq Ft.)

2237 (60 Sq Ft.)

2241 (21 Sq Ft.)

2245 (48 Sq Ft.)

2276 (630 Sq Ft.)

2272 (42 Sq Ft.)

2268 (216 Sq Ft.)

2248 (114Sq Ft)

2244 (180 Sq Ft.)

2232 (96 q Ft.)

2228 (30 Sq Ft.)

2224 (90 Sq Ft.)

2220 (144 Sq Ft.)

2212 (162 Sq Ft.)

2208 (54 Sq Ft.)

2204 (204 Sq Ft.)

2200 (54 Sq Ft.)

2196 (198 Sq Ft.)

2192 (60 Sq Ft.)

2180 (108 Sq Ft.)

2151 (6 Sq Ft.)

2148 (42 Sq Ft.)

2144 (66 Sq Ft.)

2140 (60 Sq Ft.)

2136 (30 Sq Ft.)

2132 (198 Sq Ft.)

2128 (102 Sq Ft.)

**Total:3,921 Sq. Ft.**

#### **Four Seasons Blvd**

7797 (42 Sq Ft.)

7787 (10 Sq Ft.)

7739 (42 Sq Ft.)

7711 (6 Sq Ft.)

7726 (6 Sq Ft.)

7736 (18 Sq Ft.)

7762 (66 Sq Ft.)

7780 (30 Sq Ft.)

**Total: 220 Sq. Ft.**

**Limestone**

1955 (24 Sq Ft.)

1991 (42 Sq Ft.)

2087 (6 Sq Ft.)

2111 (30 Sq Ft.)

2151 (15 Sq Ft.)

2159 (4 Sq Ft.)

2124 (36 Sq Ft.)

2116 (4 Sq Ft.)

**Total: 161 Sq. Ft.**

**Sand Pierre**

7628 (60 Sq. Ft.)

**Total: 60 Sq. Ft.**

**Key Bay**

1991 (3 Sq Ft.)

2003 (72 Sq Ft.)

2019 (14 Sq Ft.)

2023 (72 Sq Ft.)

2050 (84 Sq Ft.)

2042 (66 Sq Ft.)

2034 (72 Sq Ft.)

2026 (30 Sq Ft.)

2006 (102 Sq Ft.)

1695 (36 Sq Ft.)

1687 (13 Sq Ft.)

1650 (72 Sq. Ft.)

1674 (6 Sq. Ft.)

1610 (12 Sq. Ft.)

1607 (30 Sq. Ft.)

1631 (72 Sq. Ft.)

**Total: 756 Sq. Ft.**

**Flora Pass**

1740 (24 Sq. Ft.)

1734 (8 Sq Ft.)

1729 (102 Sq Ft.)

1741 (102 Sq Ft.)

1747 (54 Sq Ft.)

1753 (60 Sq Ft.)

1759 (54 Sq Ft.)

1765 (102 Sq Ft.)

1777 (144 Sq Ft.)

1783 (72 Sq Ft.)

1789 (60 Sq Ft.)

1795 (108 Sq Ft.)

1801 (42 Sq Ft.)

1807 (30 Sq Ft.)

1819 (48 Sq Ft.)

1825 (26 Sq Ft.)

1831 (60 Sq Ft.)

1837 (72 Sq Ft.)

1849 (144 Sq Ft.)

1885 (48 Sq Ft.)

1891 (18 Sq Ft.)

1897 (9 Sq Ft.)

1909 (31 Sq Ft.)

1933 (54 Sq Ft.)  
1939 (72 Sq Ft.)  
1951 (42 Sq Ft.)  
1957 (15Sq Ft.)  
1969 (96 Sq Ft.)  
1975 (78 Sq Ft.)  
1981 (18 Sq Ft.)  
1999 (36 Sq Ft.)  
2005 (66 Sq. Ft.)  
2029 (60 Sq. Ft.)  
2033 (42 Sq Ft.)  
2039 (138 Sq Ft.)  
2045 (12 Sq Ft.)  
2057 (36 Sq Ft.)  
2069 (132Sq Ft.)  
2075 (96 Sq Ft.)  
2081 (48 Sq Ft.)  
2092 (18 Sq Ft.)  
2080 (126 Sq Ft.)  
2074 (84 Sq Ft.)  
2068 (78 Sq Ft.)  
2062 (72 Sq Ft.)  
2056 (78 Sq Ft.)  
2050 (60 Sq Ft.)  
2038 (42 Sq Ft.)  
2032 (72 Sq Ft.)  
2028 (126 Sq Ft.)  
2016 (21 Sq Ft.)  
2010 (33 Sq Ft.)

2004 (72 Sq Ft.)

1998 (28Sq Ft.)

1992 (30 Sq Ft.)

1986 (72 Sq Ft.)

1974 (42 Sq Ft.)

1968 (102 Sq Ft.)

1962 (84 Sq Ft.)

1956 (14 Sq Ft.)

1950 (4 Sq Ft.)

1944 (64 Sq Ft.)

1908 (12 Sq Ft.)

1902 (66 Sq Ft.)

1884 (30 Sq Ft.)

**Total: 3,889 Sq. Ft.**

### **Estuary**

1735 (312 Sq. Ft.)

1745 (18 Sq Ft.)

1755 (24 Sq Ft.)

1775 (12 Sq Ft.)

1815 (8 Sq Ft.)

1825 (24 Sq Ft.)

1855 (96 Sq Ft.)

1865 (150 Sq Ft.)

1875 (34 Sq Ft.)

1885 (24 Sq Ft.)

1895 (96 Sq Ft.)

1905 (192 Sq Ft.)

1935 (138 Sq Ft.)

1945 (30 Sq Ft.)  
1965 (18 Sq Ft.)  
1910 (30 Sq Ft.)  
1900 (26 Sq Ft.)  
1880 (6 Sq Ft.)  
1870 (84 Sq Ft.)  
1860 (60 Sq Ft.)  
1840 (180 Sq Ft.)  
1820 (60 Sq Ft.)  
1800 (102 Sq Ft.)  
1780 (162 Sq Ft.)  
1760 (102 Sq Ft.)  
1730 (12 Sq. Ft.)  
**Total 2,000 Sq. Ft.**

**Sandy Creek**

7964 (13 Sq. Ft.)  
7956 (18 Sq Ft.)  
7948 (216 Sq Ft.)  
7936 (72 Sq Ft.)  
7928 (60 Sq Ft.)  
7924 (72 Sq Ft.)  
7920 (72 Sq Ft.)  
7916 (120 Sq Ft.)  
7912 (72 Sq Ft.)  
1908 (60 Sq Ft.)  
7904 (18 Sq Ft.)  
7900 (75 Sq Ft.)  
7933 (9 Sq Ft.)

7953 (72 Sq Ft.)

7965 (96 Sq Ft.)

7973 (51 Sq Ft.)

**Total:1,096 Sq. Ft.**

**Sabal Point**

7955 (396 Sq. Ft.)

7975 (6 Sq. Ft.)

7960 (42 Sq. Ft.)

**Total: 444 Sq. Ft.**

**TOTAL SOD REPLACEMENT: 12,547 Square Ft.**

**Default Group \$20,075.20**

Items	Quantity	Unit	Price/Unit	Price
<b>Sod Replacement</b>				<b>\$20,075.20</b>
Installation including Labor and Equipment	1.00	Pallet	\$9,420.20	\$9,420.20
Labor - Reunion Irrigation	20.00	Hr	\$89.40	\$1,788.00
Zoysia Sod (Pallet)	31.00	Pallet	\$297.34	\$9,217.54
<b>PROJECT TOTAL:</b>				<b>\$20,075.20</b>



**Terms & Conditions**

By \_\_\_\_\_

**Rashawn Peterson**

Date 2/10/2025

**United Land Services**

By \_\_\_\_\_

Date \_\_\_\_\_

**Four Seasons at Orlando**