

*Windward*  
*Community Development District*

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**Workshop Meeting**

**Wednesday  
June 25, 2025  
10:00 AM**

**Four Seasons Clubhouse  
7813 Four Seasons Blvd.  
Kissimmee, FL**

1. Call to Order
2. Roll Call
3. Landscaper Discussion 10:00- 10:45 a.m.
4. Developer Discussion 10:45- 11:30 a.m.
5. HOA Discussion 11:30- 12:30 p.m.
6. Counsel Items
7. Maintenance Items
8. Management Items
  - C. District Checks- Review for Agenda
9. Adjournment

## SECTION IV

**Begin forwarded message:**

**From:** "Hinkle, Brad" <BHinkle@KHOV.COM>

**Subject: RE: Windward CDD - Map and Agreement**

**Date:** June 17, 2025 at 7:17:05 AM EDT

**To:** Jason Showe <jshowe@gmscfl.com>

Jason,

Good morning. Apologies again. I was waiting for approval from above before sending. I have put notes in red on my next steps. Wanted to give a little summary on each:

**Irrigation/Landscaping:** Evergreen (Khov trade) are evaluating the system. Last week they evaluated controllers and ran the system to get a handle on usage in the community. A "what works and what doesn't", if you will, and understanding how the system works valuation is underway this week.

I have a conference call with the designer to get a better handle on the system on 18 June. More to follow on these pieces in the coming weeks. Landscape eval is going to be done as part of the Evergreen investigation. I expect them to wrap everything up the week of 30 June. \*Trees are a part of this eval.

**Infrastructure:** I am going to be meeting the EOR on site next week to go over the items on the list that I need historical understanding on from him and way forward from current condition (if one is required). I will also be meeting a contractor on site to determine process for the Well, and a few other items that I want to address, but need a way forward first.

Please give me a ring if you have questions on any specific items. I listed my next steps on the list. Most of the items, I need more time for further evaluation with the people that designed it/installed it/or approved it.

Thanks for your time,

brad

## DISCUSSION TOPICS WITH DEVELOPER

### 1. Irrigation System To be checked by Evergreen

- A. System is not completed
- B. Design
  - Does it comply with original design and plans
  - Does it conform to industry standards, ( third party review needed)
- C. Rain Sensors, have never functioned properly
- D. Since different manufactures do clocks, modules, systems, communicate?
- E. Switched from a totally metered system to 2 meters, escalated costs for future?

### 2. Master Site Plan (MSP)

- A. Trees
  - MSP was not adjusted for actual site conditions resulting in:
  - Trees planted on top of/next to Light poles- 62 To be reviewed by LA designer/Khov/Evergreen on going through week of 6/30
  - Trees planted on top of/next to fire hydrants- 27
  - Trees planted on top of/next to water drainage structures-99
- B. Water Control Structures
  - Undermining of structures, need to ve One structure has washout underneath-checking with EOR on ponds and turnover. To be reviewed with EOR and 3rd party installer week of 6/23 installation and construction per original adapted to actual site conditions.
- C. Safety Concerns
  - 55+ community with Large Oak Trees- Long Term Issues, ( Integrity and components of infrastructure consideration To be reviewed as part of above

### 3. Roads

- A. By Guard House Entrance- Trench line is settling sink and become an issue. Review with EOR and 3rd party contractor week of 6/16
- B. Water Pooling and not draining properly at the following areas,
  - Roundabout, Hansen & Antilles, Limestone, | Review with EOR and 3rd party contractor week of 6/16
- C. Pavers are cracked and sinking in the roundabout
- D. Streets have been gouged and marked by heavy equipment and roll offs,(Key Bay Trail and Seagrass/Stoney Bay) Review with county and 3rd party contractor week of 6/23
- E. Signs missing in community, (i.e Blvd, etc.), installed behind trees, etc.
- F. Sign Posts ( 4 seasons Blvd & Whitewood Checking with EOR for any amended street sign plan specifications

- G. Emergency entrance on Key Bay Trail off of Old Lake Wilson Rd. Grade is too great to use Gate. Plans not correct? Remove gate? **installed per approved SDP. No change required.**
- H.

4. Easements

- A. Formosa Gardens Blvd ( not turned over yet) water usage for the past 5 years, need reimbursed. **Do not have information. To be handled by accounting**
- B. Well in dry pond in behind Villas on Key Bay Trail. Status of well and Pond was not installed according to MSP , but was adjusted for site conditions to accommodate the well. **To be removed per EOR plans. Meet with well contractor to determine scope and timeline to complete.**

5. Retaining Walls

- A. Sandy Creek Rd – grade is too great for existing height of wall and corners are slumping **Review with EOR week of 6/23**
- B. Flora Pass- corners are failing and require fixing. **Review with EOR week of 6/23**
- C. Sand Hill Road Gate- Lights are missing
- D. Key Bay Trail- Grade appears to be too great for the wall height

6. Fences

- A. Per Reserve Study ( page 19) Damaged Fence on West Side of Property

**Observed.  
Internal review  
week of 6/16**

7. Reserves

- Per Reserve Study ( page 11) Reserves are at 0% Funded
- Reserve Study states opening balance should be \$285,686

**To be answered by  
accounting/turnover  
audit team.**

## SECTION V

**From:** Eryn McConnell <EMcConnell@orlando-law.com>  
**Subject:** RE: Windward CDD (upcoming CDD meeting and workshop)  
**Date:** June 13, 2025 at 2:19:07 PM EDT  
**To:** Kristen Trucco <ktrucco@lathamluna.com>, Jason Showe <jshowe@gmscfl.com>  
**Cc:** Amber Cartieri <acartieri@lathamluna.com>, Emily Steiner <esteiner@orlando-law.com>, Estefany Abastida <eabastida@castlegroup.com>

Hello Kristen and Jason,

Thank you for your response, indicating that the CDD Board will be agreeable to move the water cost-sharing adjustment to begin October 1, rather than August 1.

We appreciate the opportunity to attend the Windward CDD workshop session on June 25, 2025. Here are the issues that the HOA would like to discuss with the CDD at workshop:

- 1) **Cost-Sharing Agreement** – The HOA is concerned with the recently proposed adjustment to the “fair share” contribution calculations that were unilaterally prepared by the CDD without input from the HOA, and without public notice. The CDD has proposed that the water bill for the reclaimed water be adjusted from the current 50/50 split to a 60/40 split, effective August 1, 2025 (now October 1). This dramatic increase in the Association’s installment costs (representing 150% of the amount that was collected April 2024) cannot be absorbed by its existing 2025 Operating Expenses budget, and would require a Special Assessment to be imposed by the HOA, which would trigger a strong response from the HOA Membership and detrimentally affect property values.
  - a. The HOA is also requesting that the adjustment to the 60/40 split be delayed until October 1, 2025, to align with the CDD’s fiscal year.
  - b. The HOA is proposing a rewrite of the Cost Sharing Agreement for Operation and Maintenance of Shared Irrigation Costs, effective April 18, 2018 (attached).
  - c. Further discussions are necessary to determine if the 60/40 split is an accurate calculation of the “fair share” of shared irrigation attributable to HOA Property and CDD Property, and to determine a consensual method to evaluate ongoing water use before the CDD sets its next fiscal year budget.
  - d. The HOA has implemented cellular controller communication cartridges and flow sensors to obtain detailed water usage information to better understand the actual HOA water usage for home lots and the clubhouse, as well as the value of targeted improvements.
  - e. As part of the Agreement, the HOA and CDD would benefit from a discussion concerning the ownership of the irrigation system, to confirm maintenance and repair obligations going forward, and the possibility of implementing individual meters for each Lot, the HOA Property, and the CDD Property.
- 2) **Verge Agreement** – The HOA would like to discuss amending or terminating the existing Verge Agreement, due to the administrative burden and logistical issues in ensuring that the Cost Sharing Proposal terms are being adhered to. The HOA would like the CDD to provide an update concerning any efforts for CDD and its chosen vendor to resume the regular maintenance of the Verge area for its 2026 fiscal year. There have been additional concerns about the sod replacement in the Verge area and irrigation requirements, since there are no separate zones established for the Verge areas, resulting in over-irrigation of Lot areas when the Verge sod is replaced.

- 3) Sod Replacement – The HOA, CDD, and Developer K. Hovnanian are engaged in ongoing discussion about the status of the irrigation system and sod replacement and repairs, related to the Developer's dispute with Juniper. The Developer engaged Evergreen to provide a full system analysis and the HOA would like to be included in the discussion regarding those reports.
- 4) Duke Energy Bill – The HOA paid the Duke Energy bill for the period of April 2023 through October 2023, for a total of \$11,378.62, and seeks reimbursement from the CDD.
- 5) HOA and CDD Relationship – We would like to discuss the expectations of our Boards and managers, and better understand how to collaborate and achieve our mutual goals for the benefit of our homeowners.

We understand that these topics are not going to be resolved in one meeting, but we want to have enough time to give attention to these concerns. Would the CDD be able to devote 90 minutes of its workshop time to work with the HOA on these topics?

We had planned to discuss the August 1 Cost-Sharing adjustment deadline and its potential ramifications, including a potential Special Assessment, during our HOA Board meeting on June 20 at 9 a.m., but we will say that we are hopeful that the CDD will delay the increase until October 1, 2025. Of course, if the deadline is not adjusted, then we would need to schedule a separate HOA meeting with proper 14-day notice to the Members to adopt a special assessment in accordance with our governing documents.

We appreciate your time and willingness to meet with us to discuss these important issues together.

Sincerely,

Eryn McConnell

**Eryn M. McConnell, Esq.**

Board Certified Condominium and  
Planned Development Law Attorney

**Di Masi || Burton, P.A.**

801 N. Orange Avenue, Suite 500

Orlando, Florida 32801

(PH) 407-839-3383, ext. 202

[emcconnell@orlando-law.com](mailto:emcconnell@orlando-law.com)



This instrument was prepared by,  
and is to be returned to:  
Andrew C. d'Adesky, Esq.  
Latham, Shuker, Eden & Beaudine, LLP  
111 N. Magnolia Ave., Suite 1400  
Orlando, FL 32801

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**COST SHARING AGREEMENT FOR  
OPERATION AND MAINTENANCE OF SHARED IRRIGATION COSTS**

**THIS COST SHARING AGREEMENT FOR OPERATION AND MAINTENANCE OF SHARED IRRIGATION COSTS** (this "Agreement") is made and entered into this 18<sup>th</sup> day of April, 2018 ("Effective Date") by and between **WINDWARD COMMUNITY DEVELOPMENT DISTRICT** ("District"), a community development district formed pursuant to Chapter 190, *Florida Statutes*, **FOUR SEASONS AT ORLANDO HOMEOWNERS ASSOCIATION, INC.**, a Florida homeowner's association ("HOA"). District and HOA are hereinafter sometimes referred to separately as "Party" and collectively as "Parties".

**RECITALS**

A. The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act").

B. The District was created by Osceola County (the "County") by the adoption of County Ordinance No. 2017-21 (the "District Ordinance"), pursuant to the Act;

C. Pursuant to the Act and the District Ordinance, the District is presently authorized to construct, acquire, operate and maintain infrastructure improvements and services as set forth in Section 190.012(1), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District.

D. The real property lying within the external boundaries of the District (the "District Property") is described in the District Ordinance.

E. HOA owns certain parcels of real property within the development known as Four Seasons at Mystic Dunes (the "HOA Property"), which property is immediately adjacent to the District Property (collectively, the District Property and the HOA Property shall be referred to herein as the "Overall Property"), as generally depicted in Exhibit "A".

F. The Overall Property is serviced by a single irrigation meter, which benefits both District Property and HOA Property (the "Shared Irrigation").

G. HOA acknowledges that the Shared Irrigation confers a special and direct benefit on the HOA Property.

H. HOA has agreed to pay the HOA Fair Share (as hereinafter defined) of the costs and expenses incurred by District in accordance with this Agreement with respect to the Shared Irrigation, as such costs and expenses have been fairly apportioned between the HOA Property and the District Property.

I. The Parties desire to enter into this Agreement to memorialize their agreements regarding the Shared Irrigation, the HOA Fair Share and certain other matters more particularly set forth below in this Agreement.

### **AGREEMENTS**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, District and HOA covenant and agree as follows:

1. The Shared Irrigation Thereof. The Shared Irrigation shall initially include, but may not necessarily always be limited to, the following improvements and services:

(i) Utility costs for shared irrigation service located within the Overall Property

2. Cost Sharing; HOA Fair Share; District Fair Share. So long as the District is performing the Shared Irrigation, HOA agrees to pay to District an amount equal to the actual cost of the Shared Irrigation attributable to the HOA Property (the "HOA Fair Share"), and the District agrees to be responsible for an amount equal to the actual cost of the Shared Irrigation attributable to the District Property (the "District Fair Share"). The HOA Fair Share and District Fair Share for purposes of this Agreement shall not include any share of any costs or expenses associated with the initial construction of the Shared Irrigation. The Parties agree that the HOA Fair Share and the District Fair Share are fairly based on the proportionate benefit each of HOA and the District receives for the Shared Irrigation.

3. Payment of HOA Fair Share. The HOA Fair Share shall be paid by HOA, in installments, as and when payments costs and expenses are required to be paid by District for the Shared Irrigation, as appropriate.

In the event HOA assigns its obligations hereunder in accordance with the terms and conditions of this Agreement, the assignee shall be obligated to pay the HOA Fair Share in no more than four installments per year on dates determined by the District.

Each installment of the HOA Fair Share shall be paid by HOA (or its assignee, as applicable) to District within thirty (30) days after HOA (or its assignee) receives District's written request for payment of the amount due, accompanied by documentation reasonably requested by HOA (or its assignee). Any installment not paid within the said thirty (30) days shall accrue interest at the official prime rate of interest ("Prime") published from time to time by District's

banking institution of choice plus three percent (3%), from the date due to the date of payment, and HOA (or its assignee) shall also pay all costs and expenses, including but not limited to the fees and costs referred to in here below, incurred by District to collect the delinquent payment.

4. Security for HOA's Fair Share. If HOA shall fail to pay the HOA Fair Share as and when due, then District shall provide written notice of such failure to HOA (the "Second Notice"). If HOA fails to pay District within thirty (30) days after receipt of the Second Notice, then District and HOA agree that the parties shall agree to meet with a mutually acceptable mediator in Orlando, Florida at a mutually agreeable time (but not later than sixty (60) days after the Second Notice) to discuss HOA's failure to pay the HOA Fair Share (the "Fair Share Mediation"); the cost of the mediator shall be shared equally by HOA and the District (unless, in the sole, reasonable discretion of the mediator, the failure to pay was due to the gross negligence or willful misconduct of one party, then the cost shall be paid solely by that party). If the parties cannot agree to the mediator, the terms of the Fair Share Mediation or if after such Fair Share Mediation HOA does not pay the HOA Fair Share as determined by the Fair Share Mediation, then ninety (90) days after the Second Notice, District shall have the right to bring an action at law against the record title holder to the HOA Property to pay the amount due under this Agreement and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's interest hereunder.

HOA may impose and collect the HOA Fair Share payments through a property owners' association assessments (backed by lien rights) levied against the HOA Property. Notwithstanding any method HOA may utilize to generate the funds necessary to pay the HOA Fair Share, if HOA shall not have created a separately incorporated owners' association to be responsible for the HOA Fair Share, then HOA shall remain liable for the timely payment of the HOA Fair Share.

5. Easements. In order to permit District to perform its obligations under this Agreement, HOA does hereby grant to the District, its agents, employees, successors and assigns, a perpetual non-exclusive easement over, under and through the relevant portions of the HOA Property as shown on Exhibit A, including but not limited to access easements and easements to perform installation, construction, maintenance, repair and replacement, to the improvements as required by this Agreement, any governmental permits in the name of the District, or otherwise. The Parties agree to cooperate to implement, execute and record any easements necessary to effectuate this Agreement.

6. Representations and Warranties.

(a) District. District represents and warrants to HOA as follows: District is a community development district duly organized and validly existing in the State of Florida and it is qualified to conduct business in the State of Florida. District has the full right, capacity, power and authority to enter into and perform its obligations under this Agreement. No approvals, authorizations or consents of any person or entity other than District are necessary in connection with this Agreement.

(b) HOA. HOA represents and warrants to District as follows: HOA is a limited liability company duly organized and validly existing in the State of Florida and it is qualified to conduct business in the State of Florida. HOA has the full right, capacity, power and authority to enter into and perform its obligations under this Agreement. No approvals, authorizations or consents of any person or entity other than HOA are necessary in connection with this Agreement.

7. HOA Obligations. All obligations of HOA under this Agreement under are absolute, unconditional, primary and direct.

8. Termination for Non-Performance or Non-Payment.

In the event HOA fails or is unable to pay the HOA Fair Share, or any installment thereof, for a period of two (2) months after its receipt of written notice from the District, the District may assign or terminate the Agreement, without the consent of or prior notice to HOA, and the District's obligations hereunder shall terminate.

9. Notices. All notice or other communication required or permitted by this Agreement shall be in writing and may be delivered in person (by hand delivery or professional messenger service) to either Party or may be sent by registered or certified mail, with postage prepaid, return receipt requested or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery, charges prepaid and addressed as follows:

If to District:                      Windward Community Development District  
c/o Governmental Management Services – Central Florida  
135 W. Central Blvd., Suite 320  
Orlando, Florida 32801  
Attn.: District Manager

With a copy to:                      Latham, Shuker, Eden & Beaudine, LLP  
111 North Magnolia Ave., Suite 1400  
Orlando, Florida 32801  
Attn.: Jan Albanese Carpenter, Esq.

If to HOA:                              Four Seasons at Orlando Homeowner's Association Inc.  
c/o Access Management  
215 Celebration Place, Suite 115  
Celebration, FL 34747  
Attn: Valerie Velazquez

With a copy to:                      K. Hovnanian at Mystic Dunes, LLC  
1201 Hays Street  
Tallahassee, FL 32301  
Attn: Land Development Manager

Any such notice or other communication sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the

same is so addressed and mailed with postage prepaid. Notices delivered by overnight service shall be deemed to have been given twenty-four (24) hours after delivery of the same, charges prepaid, to the U.S. Postal Service or private courier. Any notice or other document sent by any other manner shall be effective only upon actual receipt thereof. Any Party may change its address for purposes of this section by giving notice to the other Party as provided herein.

10. Relationship of the Parties. Neither Party is authorized to make or enter into, nor shall any Party make or enter into, any contract, agreement, understanding or commitment purporting to bind the other Party, and no contract, agreement, understanding or commitment purporting to bind either Party hereto shall be effective or binding, unless or until such contract, agreement, understanding or commitment is accepted in writing by the Party to be bound. This Agreement does not create or evidence any partnership or joint venture between District and HOA.

11. Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

12. District a Public Entity; Public Records. HOA recognizes that District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. HOA understands and agrees that all documents of any kind provided to District in connection with this Agreement are public records and are treated as such in accordance with Florida law. Also, any books, documents (other than any original, signed counterparts of this Agreement belonging to HOA), records, correspondence or other information kept or obtained by District or furnished by District to HOA in connection with the activities contemplated herein, and any District records related to this Agreement, are property of District. If and to the extent that any such books, documents, records, correspondence or other information are public records under Chapter 119, *Florida Statutes*, District shall be entitled to permit the inspection and copying of such public records by members of the public pursuant to Chapter 119, *Florida Statutes*, and HOA agrees to make any such public records, or copies thereof, in HOA's possession available to District for that purpose.

13. Sovereign Immunity. HOA agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, as amended or other statutes or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. Entire Agreement, Amendments. This Agreement (together with all exhibits attached hereto) contains all of the agreements of the Parties with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, amended or waived except by a written instrument signed by both Parties, unless specifically provided for herein.

15. Effective Date; Term. This Agreement will take effect on the date (the "Effective Date"), notwithstanding the date of execution by the parties hereto, and shall continue for a period of fifty (50) years unless and until such time as this Agreement is terminated in writing by both parties hereto. The parties agree that this Agreement may not be terminated for the first five (5) years after the Effective Date (other than for non-payment by HOA as provided in Section 10).

16. Incorporation of Recitals and Exhibits. All of the recitals set forth at the beginning of this Agreement and all exhibits attached to this Agreement and referred to in this Agreement are hereby incorporated in this Agreement as though fully set forth herein.

17. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

18. Governing Law and Venue. This Agreement and all related documents shall be governed by, and construed in accordance with, the laws of the State of Florida (excluding its conflicts of laws provisions). Venue for any action arising out of or relating to this Agreement and any related document shall lie solely in a court of competent jurisdiction in Osceola County, Florida and the corresponding courts of appeal.

19. Applicable Law. For the purposes of this Agreement, the term "Applicable Law" shall mean all existing and future applicable laws, rules, regulations, statutes, treaties, codes, ordinances, permits, certificates, and orders by any governmental authority with jurisdiction over the Overall Property, and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction, including but not limited to those pertaining to (a) health, safety or the environment, (b) the provision, etc., of the Shared Irrigation, (c) the regulation, preservation, maintenance and creation of wetlands areas, the Endangered Species Act of 1973, as provided for in 16 USC §§ 1531 et seq., as amended from time to time, together with any other federal, state or local wildlife, vegetation or habitat protection acts, (d) the regulation, maintenance or preservation of archeological conditions, and (e) all building, zoning and fire codes and all permits, licenses, authorizations and regulations relating to the provision or operation of the Shared Irrigation, as well as any Osceola County ordinances applicable to the Overall Property.

20. No Waiver or Election of Remedies. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedy permitted by this Agreement.

21. Full Participation and Legal Advice; Construction of Agreement; Headings. Each Party has fully participated in the negotiation and preparation of this Agreement and each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution of such Party as the sole source of the language in question. The section headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

22. Remedies. A default by either party under this Agreement shall entitle the other Party to all remedies available at law or in equity, which shall include but shall not be limited to reimbursement of costs and expenses and suit for damages (excluding speculative damages) and/or specific performance.

23. Prevailing Party Attorneys' Fees and Costs. If either Party institutes an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or in the event any Party is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing Party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.


[Signatures follow on subsequent pages]



**SIGNATURE PAGE TO COST SHARING AGREEMENT FOR  
OPERATION AND MAINTENANCE OF SHARED IRRIGATION COSTS**


IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by their lawful representatives hereunto duly authorized on the date or dates set forth below.

ATTEST:

X   
Print: Jason Showe  
Secretary/Asst. Secretary

**DISTRICT:**

**WINDWARD COMMUNITY  
DEVELOPMENT DISTRICT,**  
a community development district formed  
pursuant to Chapter 190, *Florida Statutes*

By:   
Print: JOHN E. KASSIK  
Chairman of the Board of Supervisors

STATE OF FLORIDA )  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 18 day of April, 2018 by John Kassik, as Chairman of the Board of Supervisors of Windward Community Development District, a community development district formed pursuant to Chapter 190, *Florida Statutes*, for and on behalf of the said district. She/He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.



  
Notary Public



**COUNTERPART SIGNATURE PAGE TO COST SHARING AGREEMENT FOR  
OPERATION AND MAINTENANCE OF SHARED IRRIGATION COSTS**

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed by their lawful representatives hereunto duly authorized on the date or dates set forth below.

**HOA**

**FOUR SEASONS AT ORLANDO  
HOMEOWNERS ASSOCIATION, INC.,**  
a Florida homeowner's association

By: [Signature]  
Name: Cynthia Leigh Linden  
Title: HOA President

**WITNESSES:**

X [Signature]  
Witness Signature

Print: Karla-Mae Goodman

X [Signature]  
Witness Signature

Print: Serena Turke

STATE OF FLORIDA)  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23 day of May, 2018 by Cynthia Linden, as pres of **FOUR SEASONS AT ORLANDO HOMEOWNERS ASSOCIATION, INC.**, a Florida homeowners association, for and on behalf of the said company. He ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

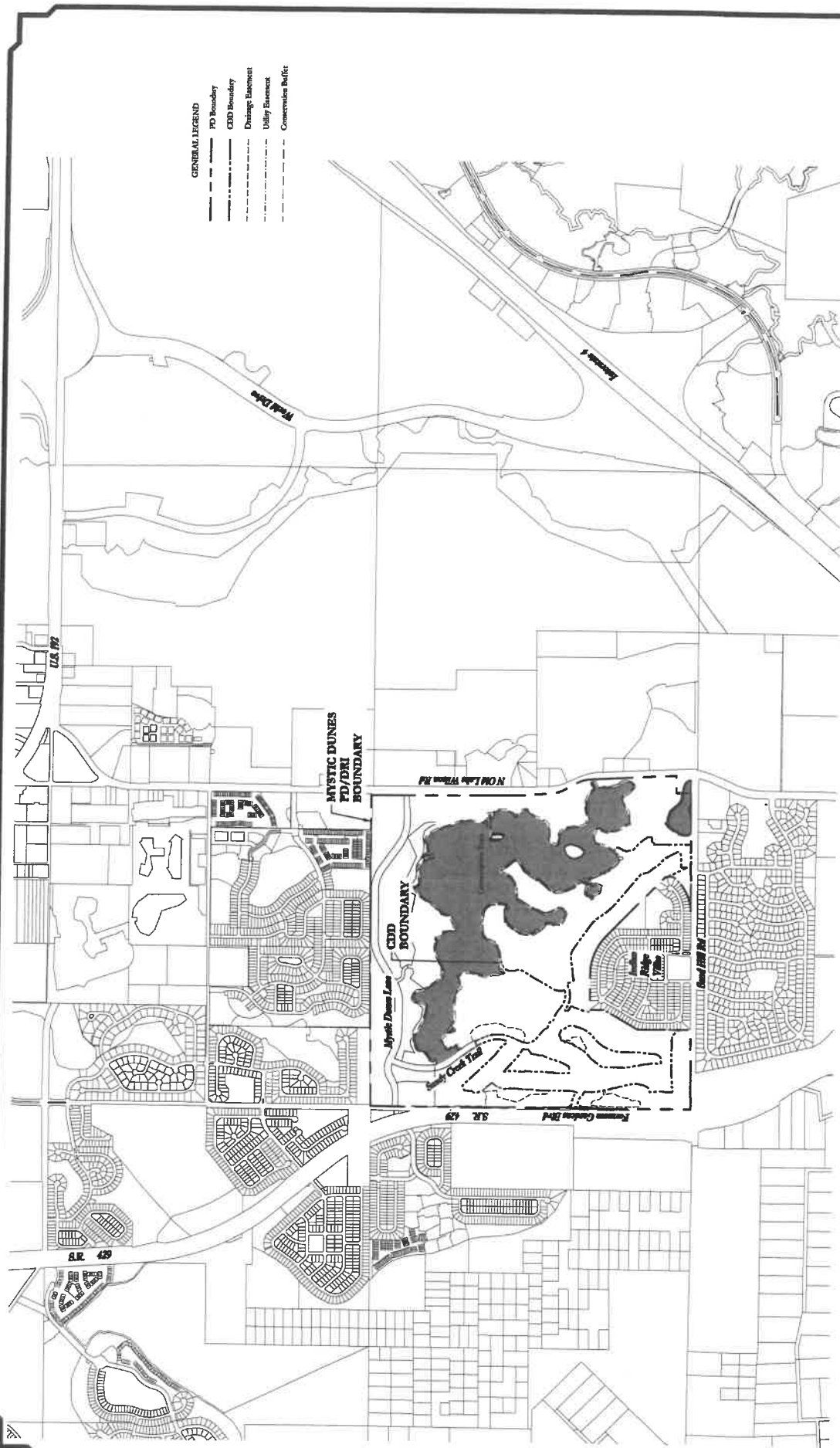
[Signature]  
Notary Public



EXHIBIT "A"

Overall Property Depiction

[ATTACHED BELOW]



the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million, and the number of people aged 75 and over by 1.2 million (Office of National Statistics 1999).

There is a growing awareness of the need to address the needs of older people in the community. The Department of Health (1999) has published a strategy for older people, which sets out a vision for the future of older people's health and social care. The strategy is based on the following principles: older people should be able to live independently in their own homes; older people should be able to access the services they need; and older people should be able to participate in the decisions that affect their lives.

The strategy also sets out a number of key objectives, including: to improve the health and social care of older people; to ensure that older people are able to live independently in their own homes; to ensure that older people are able to access the services they need; and to ensure that older people are able to participate in the decisions that affect their lives.

The strategy is a key document for the development of older people's health and social care in the UK. It sets out a vision for the future of older people's health and social care, and provides a framework for the development of policies and services to meet the needs of older people.

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The strategy also sets out a number of key objectives, including: to improve the health and social care of older people; to ensure that older people are able to live independently in their own homes; to ensure that older people are able to access the services they need; and to ensure that older people are able to participate in the decisions that affect their lives.

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**LICENSE AND MAINTENANCE AGREEMENT RELATED TO THE VERGE PORTION  
OF THE ROADWAY ADJACENT TO RESIDENTIAL LOTS**

**THIS LICENSE AND MAINTENANCE AGREEMENT RELATED TO THE VERGE PORTION OF THE ROADWAY ADJACENT TO RESIDENTIAL LOTS** (the “**Agreement**”) is made on this 24<sup>th</sup> day of January, 2025 (the “**Effective Date**”), by and between the **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “**District**”), and **FOUR SEASONS AT ORLANDO HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 7813 Four Seasons Boulevard, Kissimmee, Florida 34747 (the “**Licensee**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”);

**WHEREAS**, pursuant to the Act, the District is authorized to construct, acquire and maintain infrastructure improvements and services, including, but not limited to, roadway systems and infrastructure improvements in the community located within the boundaries of the District (the “**Development**”);

**WHEREAS**, the Licensee is a homeowners’ association created and operating in accordance with Chapter 720, *Florida Statutes*, and that certain “Community Declaration for Four Season at Orlando,” dated April 13, 2017, as amended from time to time (the “**Declaration**”), and Licensee is likewise authorized to maintain infrastructure located within the property so identified in any Plat for FOUR SEASONS AT ORLANDO filed in the Public Records, which includes certain portions of the Development in accordance with the terms of the Declaration and Florida law;

**WHEREAS**, the District owns the public roadways that are adjacent to the residential lots located within the Development, pursuant to the plans for the District (collectively referred to herein as the “**Roads**” or “**Road**”);

**WHEREAS**, the “verge” area of the Roads is the strip of land located between the sidewalk and Road curb adjacent to the residential lots (the “**Verge**”);

**WHEREAS**, the Verge does not include the strip of land located between the sidewalk and Road curb that is not adjacent to the residential lots;

**WHEREAS**, the Licensee, through its contractor (the “**Contractor**”), is currently providing landscaping services to the residential lots;

**WHEREAS**, there is currently no contractor providing landscaping services to the Verge;

**WHEREAS**, in order to enhance efficiency and for continuity purposes, the parties believe it to be in the residents’ best interest and in their own mutual best interest for the Licensee, through

Contractor, to provide the services specified in the Proposal, attached hereto as **Exhibit “A”** (the **“Proposal”**), on the Verge;

**WHEREAS**, the District and Licensee desire to enter into this Agreement in order to provide clarity for all residents of the Development regarding the landscaping and irrigation services for the Verge, and the responsibilities for any related costs and expenses.

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

1. Recitals. The recitals above are true and correct and are hereby incorporated by this reference.

2. Use of Verge.

A. Subject to the terms and conditions of this Agreement, the District hereby grants to Licensee the non-exclusive right and license to use and access the Verge for the purpose of providing services to improvements in the Verge in accordance with, and expressly limited by, the terms of the Proposal.

B. Licensee’s access to and use of the Verge pursuant to the terms herein shall not cause damage to or interfere with the operation or maintenance of any other property owned by the District; the District’s access to and use of the Verge shall likewise not cause damage to or interfere with the operation or maintenance of any other property owned or controlled by the Licensee.

C. Licensee acknowledges, understands and agrees that any modifications to improvements located within the Verge, including installation of additional improvements, require approval by the District’s Board of Supervisors unless otherwise covered by the terms of the Proposal.

D. Licensee and District acknowledge, understand and agree that the Roads and Verge are solely owned by the District and this Agreement does not transfer any ownership rights in the Roads or Verge to the Licensee.

3. Term of Use. Licensee shall be entitled to use of the Verge, in accordance with the terms herein, for a period of time commencing on the Effective Date and ending one year from the Effective Date, with automatic one (1) year renewals, unless terminated sooner by either party pursuant to the terms of Paragraph 7 herein.

4. Nonexclusive Use of the Verge. The license granted to Licensee shall not be deemed to give to Licensee the exclusive right to use the Verge and shall not preclude District from granting a license or licenses to others; provided, however, the rights of other licensees shall be exercised without causing unreasonable interference with the activities being carried on by Licensee in accordance with this Agreement. Similarly, the rights of Licensee under this Agreement shall be

exercised without causing interference with the activities being carried on by other licensees in accordance with their respective licenses or by the District, and/or by the general public.

5. Indemnification. Licensee agrees to defend, indemnify and save harmless the District from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, and from any fee, incurred or sustained by the District arising from, growing out of, or resulting from Licensee's breach of this Agreement or Licensee's use of the Verge, or its agents' use of the Verge (including Contractor's use of the Verge), including costs, attorney's fees, and other expenses incurred by District in defending any such claim. Likewise, to the extent permitted by Florida law, District agrees to defend, indemnify and save harmless the Licensee from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, and from any fee, incurred or sustained by the Licensee arising from, growing out of, or resulting from District's breach of this Agreement or District's use of the Verge, or its agents' use of the Verge, including costs, attorney's fees, and other expenses incurred by District in defending any such claim. To the extent permitted by Florida law, Licensee agrees it shall exercise the collection rights permitted in the Declaration in order to recover damages to the Verge caused by owners of residential lots (or the owners' guests, tenants or invitees) in the Community (including, but not limited to, the rights specified in Paragraphs 10.2.2, 10.2.4, 10.5, 11.1, 11.2, and 17.2.5 of the Declaration).

6. Maintenance and Obligation.

A. Licensee shall be responsible for providing the services specified in the Proposal.

B. District shall bear costs for certain services in accordance with the terms of the Proposal; the District is not prohibited from using a different vendor than Contractor for the services that are not provided by the Licensee under the Proposal.

C. Licensee shall be responsible for ensuring that the services performed pursuant to this Agreement are compliant with Florida law and all applicable codes, rules and regulations.

D. Nothing contained in this Agreement shall create any contractual relationship between the District and the Contractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Contractor related to the services provided in accordance with the terms herein. The Licensee shall coordinate the services of any Contractor and remain fully responsible for acts of the Contractor related to the services provided in accordance with the terms herein.

7. Termination of Agreement. The District or the Licensee may terminate this Agreement at any time, with or without cause, by providing 30 days advance written notice to the other party of its intent to so terminate this Agreement.

8. Insurance. District agrees that it shall maintain comprehensive general liability insurance for the Verge. Licensee shall ensure that the Contractor and any other subcontractor/contractor performing services on the Verge pursuant to this Agreement shall be properly licensed and insured, sufficient to protect the interests of the District, and Licensee shall

ensure all such entities include the District as an additional insured (proof of insurance shall be provided to Licensee/District upon request).

9. Waiver. Licensee waives and releases all claims against District, its officers, directors, agents, employees, contractors and servants, and agrees that the District shall not be liable for injury to person or damage to property sustained by Licensee or by any occupant of the Verge, resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the Verge or any part of it or from equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of any of Licensee's or the District's officers, directors, agents, employees, contractors and servants or of any other person.

10. Governing Law and Construction of Agreement.

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

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

C. Licensee shall at all times comply with the District's rules and all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to use of the Verge.

D. No failure by either party to insist upon the strict performance of any covenant, duty, term or condition of this Agreement or to exercise a right or remedy upon a breach shall constitute a waiver of any breach or of any other covenant, duty, term or condition.

11. Sovereign Immunity and Public Records.

A. Nothing contained herein, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

B. Pursuant to Chapter 119, *Florida Statutes*: (a) Licensee understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Licensee agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Licensee acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services – Central Florida, LLC (the "Public Records Custodian"). Licensee shall, to the extent applicable by law: (i) keep and maintain public records required by District to perform services; (ii) upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; (iii) ensure that public records which are



exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Licensee does not transfer the records to the Public Records Custodian of the District; and (iv) upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain, and meet all applicable requirements for retaining public records pursuant to Florida laws.

**IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, [JSHOWE@GMSCFL.COM](mailto:JSHOWE@GMSCFL.COM), 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTN.: JASON M. SHOWE.**

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

13. Notice.

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

If to District: Windward Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: Jason Showe, District Manager  
Telephone: (407) 841-5525, Ext. 105

Copy to: Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Ave., Suite 1400  
Orlando, Florida 32801  
Attention: Jan A. Carpenter, Esq./Kristen Trucco, District Counsel  
Telephone: (407) 481-5800  
Email: [jcarpenter@lathamluna.com](mailto:jcarpenter@lathamluna.com)/[ktrucco@lathamluna.com](mailto:ktrucco@lathamluna.com)

If to Licensee: Four Seasons at Orlando Homeowners Association, Inc.  
7813 Four Seasons Blvd.  
Kissimmee, Florida 34747  
Attention: Association Manager  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Copy to: Di Masi Burton, P.A.  
801 N. Orange Ave.

Orlando, Florida 32801  
Attention: Eryn M. McConnell, Esq.  
Telephone: (407) 839-3383  
Email: [emcconnell@orlando-law.com](mailto:emcconnell@orlando-law.com)

B. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

14. Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest. Licensee shall not assign or transfer the rights and obligations specified herein to anyone else without the District's prior written consent, which may be withheld at its sole discretion.

15. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired.

16. Interpretation. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

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

*[Signatures provided on following page.]*



**CO-SIGNATURE PAGE TO THE LICENSE AND MAINTENANCE AGREEMENT**  
**RELATED TO THE VERGE PORTION OF THE ROADWAY ADJACENT TO**  
**RESIDENTIAL LOTS**

**District:**

WINDWARD COMMUNITY  
DEVELOPMENT DISTRICT

Sign: \_\_\_\_\_

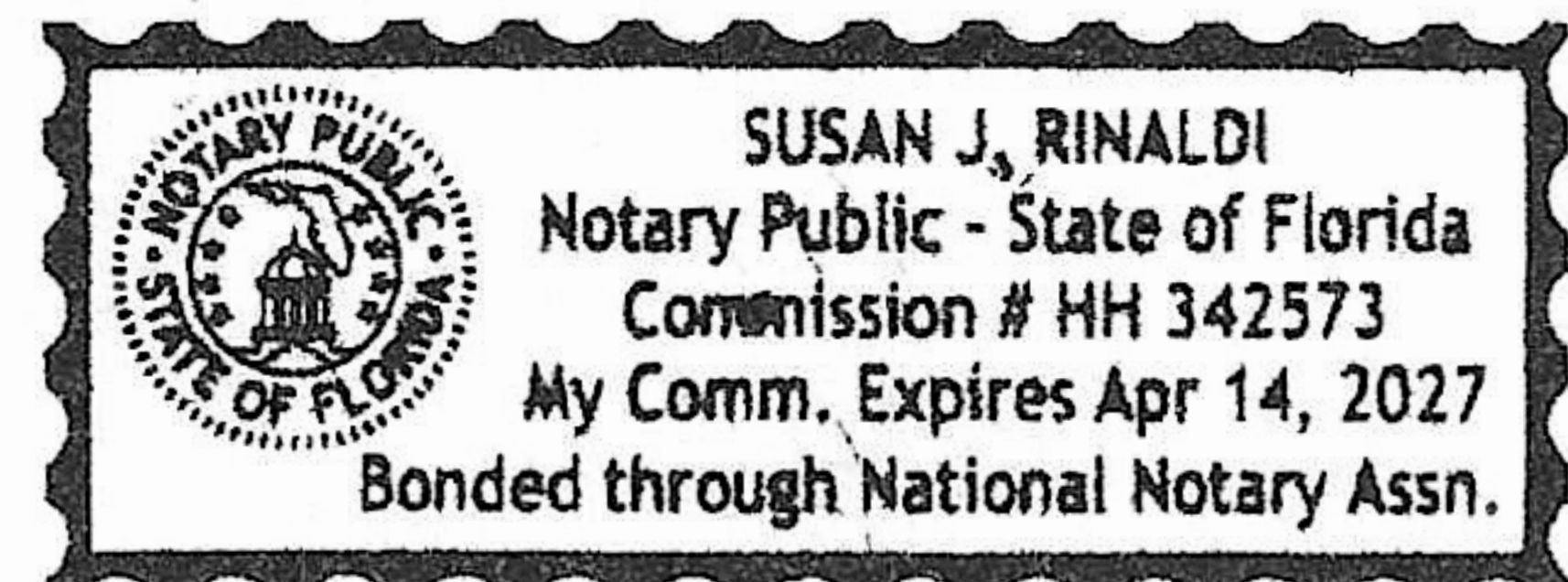
Print: Timothy Peltier

Title: Chairman

STATE OF FLORIDA                   )  
COUNTY OF OSCEOLA            )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [ ] online notarization, this 24 day of January, 2025, by Timothy Peltier, as Chairman of the Board of Supervisors, of the **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida. He/she is ☒ personally known to me, or [ ] has produced a valid driver's license as identification.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 4/14/27





**CO-SIGNATURE PAGE TO THE LICENSE AND MAINTENANCE AGREEMENT  
RELATED TO THE VERGE PORTION OF THE ROADWAY ADJACENT TO  
RESIDENTIAL LOTS**

**Licensee:**

FOUR SEASONS AT ORLANDO  
HOMEOWNERS ASSOCIATION, INC.

Sign: *Charlene McLaughlin*

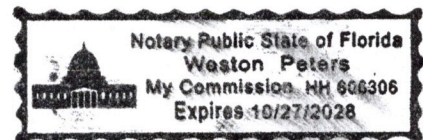
Print: Charlene McLaughlin

Title: President

STATE OF FLORIDA                   )  
COUNTY OF OSCEOLA            )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of January, 2025, by Charlene McLaughlin, as President of the **FOUR SEASONS AT ORLANDO HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/she is ☐ personally known to me, or ☒ has produced a valid driver's license as identification. PL# M 242-100-61-555-0

Weston Peters *WP*  
Notary Public  
My Commission Expires: 10/27/28



**Exhibit “A”**

**Proposal**

*[See attached.]*

## **Four Seasons at Orlando**

### **Residential Verge Area Landscape Service and Cost Sharing Proposal (the “Proposal”)**

General Scope of Proposal: The scope of this Proposal includes landscape services for the Verge. The Verge includes grass/sod, trees, mulch and irrigation line(s) and head(s). Since the Verge and sidewalk are part of the public roadway owned by the CDD, the Verge and sidewalk are also owned by the CDD. For purposes of this Proposal, the term “Verge” excludes strips of land located adjacent to non-Residential Lot tracts of property.

Verge Scope of Services: The services in this Proposal include Basic Landscape Service (“BLS”) and Additional Landscape Service (“ALS”) as defined herein. The services are limited in scope and described more fully in the Landscape and Irrigation Maintenance Agreement (“Contractor Agreement”) executed by the HOA Board on December 13, 2024.

The BLS are routine support services including 4 specified “service components” described in Subsections A, B, C, and D: Turf Maintenance, Turf Care, Tree/Shrub Care, and Irrigation Maintenance as defined in Contractor Agreement. The detailed BLS include mandatory services covered by the fixed costs of Contractor Agreement including mowing, edging, string trimming, blowing, pruning trees and shrubs, weed control, policing, trash removal, fertilization, insect/disease control, irrigation inspections, and irrigation system maintenance and adjustment.

The detailed BLS also includes routine services that will be performed at an additional cost above the fixed costs in Contractor Agreement as approved by the HOA, including, but not limited to the time and material charges for mandatory services or emergency repairs outside of normal hours. Those mandatory services include minor irrigation repairs (e.g., repairing or replacing broken irrigation heads or lines) for any damage not necessitated by the negligent or willful acts of a landowner (the “Owner”), or persons utilizing the Verge through or under an Owner. Any required repairs necessitated by the negligent or willful acts of an Owner or their guests, tenants, or invitees will be identified and otherwise addressed by the HOA pursuant to Article 10 of the Community Declaration for Four Seasons at Orlando.

The ALS includes non-routine landscape services defined as Additional Services in Service Component Subsection “E” in Contractor Agreement. The ALS includes bed dressing (mulching) and palm trimming. Those services will be performed at an additional cost after approval by the CDD. The parties recognize that there are currently no existing palm trees in the Residential Verge Areas.

Specific Scope Exclusions: There are Verge landscape services that are excluded from this Proposal. The Excluded Landscape Service (“ELS”) includes all tree related services not included in the scope of services for Contractor Agreement for which the vendor would require an additional charge or fee. The ELS includes all currently required repairs or replacement of trees (e.g., straightening, strapping, replacement) and all currently required replacement of turf or sod. The ELS also includes future required repairs or replacement of trees (e.g. straightening, strapping, replacement) that are not proven to be caused by the HOA landscape vendor under contract, and future required repairs or replacement of turf or sod that are not proven to be caused by the HOA landscape vendor under contract. ELS required repairs or replacement of trees, turf, or sod that are proven to be a direct result of action or inaction caused by the HOA landscape vendor under contract will be resolved by the vendor at their cost. ELS required repairs or replacement of trees, turf, or sod that are proven to be a direct result of action or inaction caused by the Owner will be resolved by the Owner at their cost or addressed by the Association pursuant to Article 10 of the Community Declaration for Four Seasons at Orlando.

Insurance: The CDD and HOA agree to the terms as more specifically stated in Paragraph 8 of the License and Maintenance Agreement Related to the Verge.

Cost Sharing Components: This proposal includes the following cost sharing components:

- 1) The BLS routine support services provided for the Verge at fixed costs in Contractor Agreement will be performed for \$1,000 per month which represents the costs identified in Contractor Agreement. Those costs will be paid by the HOA and will not be presented to the CDD for reimbursement.
- 2) The BLS routine support services provided for the Verge, but provided for any additional costs in Contractor Agreement will be performed on the same time and material basis as other land areas covered in Contractor Agreement. The cost of BLS services for the Verge will be billed to and paid by the HOA and presented monthly by the HOA to the CDD for prompt reimbursement. These shall not be deemed "modifications" or "improvements" and shall not require additional approval by the CDD.
- 3) The ALS non-routine support services will be estimated by the HOA landscape vendor to be approved by the CDD. Approved services will be performed by the HOA landscape vendor, billed to and paid by the HOA, and presented by the HOA to the CDD for prompt reimbursement.
- 4) Any charges outside the scope of this arrangement will be discussed by the parties to determine the most reasonable cost-effective manner to ensure timely repairs and maximum loss mitigation.
- 5) To the extent any future required repairs to the Verge are deemed to be necessary due to the negligent or willful conduct of the HOA or the HOA's vendor, the CDD shall provide written notice to the HOA, and charges for such repairs will be discussed by the parties to determine the agreed manner, cost, and timeline for such repairs (the HOA remains responsible for such repair costs in the event the HOA and CDD do not agree on the manner, cost and timeline for such repairs).
- 6) To the extent any future required repairs to the Verge are deemed to be necessary due to the negligent or willful conduct of an Owner, or an Owner's guests or invitees, the HOA agrees to pursue reimbursement from the Owner by collection of an Individual Assessment for any expense, cost, or fee related to the repair, to the extent allowed by law and in accordance with the collection rights specified in the HOA governing documents.



duke-energy.com  
877.372.8477

## Your Energy Bill

Page 1 of 3

### Service address

FOUR SEASONS ORL HOA INC  
000 FOUR SEASONS BLVD  
LITE

Bill date Aug 11, 2023

For service Jul 13 - Aug 10  
29 days

Account number **9101 4882 9583**

## Billing summary

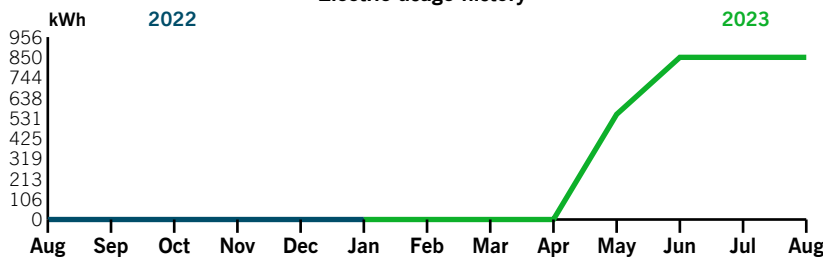
Previous Amount Due	\$5,270.64
Payment Received	0.00
Current Lighting Charges	1,842.55
Taxes	147.12
<b>Total Amount Due Sep 01</b>	<b>\$7,260.31</b>

Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 8%, Purchased Power 9.1%, Gas 78.7%, Oil 0.1%, Nuclear 0%, Solar 4.1% (For prior 12 months ending June 30, 2023).

To help us repair malfunctioning streetlights, quickly: 1. Visit duke-energy.com/lightrepair 2. Provide us with the light's location and your contact information. 3. Specific addresses, landmarks and directions work best.

## Your usage snapshot

Electric usage history



### Average temperature in degrees

82° 80° 74° 71° 63° 63° 68° 71° 75° 77° 80° 82° 84°

	Current Month	Aug 2022	12-Month Usage	Avg Monthly Usage
Electric (kWh)	850	0	N/A	775
Avg. Daily (kWh)	29	0	N/A	
12-month usage based on most recent history				

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Late payments are subject to a \$5.00 or 1.5%, late charge, whichever is greater.

Please return this portion with your payment. Thank you for your business.



Duke Energy Return Mail  
PO Box 1090  
Charlotte, NC 28201-1090

Account number  
**9101 4882 9583**

### Amount due

**\$7,260.31**  
by Sep 1

After Sep 1, the amount due  
will increase to \$7,290.16.

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
Add here, to help others with a  
contribution to Share the Light **Amount enclosed**

**FOUR SEASONS ORL HOA INC**  
000 FOUR SEASONS BLVD  
KISSIMMEE FL 34747

Duke Energy Payment Processing  
PO Box 1094  
Charlotte, NC 28201-1094

88910148829583000660000527064000019896700007260313



## We're here for you

### Report an emergency

Electric outage [duke-energy.com/outages](https://duke-energy.com/outages)  
800.228.8485

### Convenient ways to pay your bill

Online [duke-energy.com/billing](https://duke-energy.com/billing)  
Automatically from your bank account [duke-energy.com/automatic-draft](https://duke-energy.com/automatic-draft)  
Speedpay (fee applies) [duke-energy.com/pay-now](https://duke-energy.com/pay-now)  
800.700.8744  
By mail payable to Duke Energy P.O. Box 1094  
Charlotte, NC 28201-1094  
In person [duke-energy.com/location](https://duke-energy.com/location)

### Help managing your account (not applicable for all customers)

Register for free paperless billing [duke-energy.com/paperless](https://duke-energy.com/paperless)  
Home [duke-energy.com/manage-home](https://duke-energy.com/manage-home)  
Business [duke-energy.com/manage-bus](https://duke-energy.com/manage-bus)

### General questions or concerns

Online [duke-energy.com](https://duke-energy.com)  
Home: Mon - Fri (7 a.m. to 7 p.m.) 800.700.8744  
Business: Mon - Fri (7 a.m. to 6 p.m.) 877.372.8477  
For hearing impaired TDD/TTY 711  
International 1.407.629.1010

### Call before you dig

Call 800.432.4770 or 811

### Check utility rates

Check rates and charges [duke-energy.com/rates](https://duke-energy.com/rates)

### Correspond with Duke Energy (not for payment)

P.O. Box 14042  
St Petersburg, FL 33733

## Important to know

### Your next meter reading on or after: Sep 12

Please be sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

### Your electric service may be disconnected if your payment is past due

If payment for your electric service is past due, we may begin disconnection procedures. The due date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection. The reconnection fee is \$13 between the hours of 7 a.m. and 7 p.m. Monday through Friday and \$14 after 7 p.m. or on the weekends.

### Electric service does not depend on payment for other products or services

Non-payment for non-regulated products or services (such as surge protection or equipment service contracts) may result in removal from the program but will not result in disconnection of electric service.

### When you pay by check

We may process the payment as a regular check or convert it into a one-time electronic check payment.

### Asset Securitization Charge

A charge to recover cost associated with nuclear asset-recovery bonds. Duke Energy Florida is acting as the collection agent for Special Purpose Entity (SPE) until the bonds have been paid in full or legally discharged.

### Medical Essential Program

Identifies customers who are dependent on continuously electric-powered medical equipment. The program does not automatically extend electric bill due dates, nor does it provide priority restoration. To learn more or find out if you qualify, call 800.700.8744 or visit [duke-energy.com/home/billing/special-assistance/medically-essential](https://duke-energy.com/home/billing/special-assistance/medically-essential).

### Special Needs Customers

Florida Statutes offer a program for customers who need special assistance during emergency evacuations and sheltering. Customers with special needs may contact their local emergency management agency for registration and more information.

### Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.

## Your usage snapshot - Continued

<b>Outdoor Lighting</b>		
<b>Billing period Jul 13 - Aug 10</b>		
<b>Description</b>	<b>Quantity</b>	<b>Usage</b>
50W LED BLK SANIBEL 3K	50	850 kWh
<b>Total</b>	<b>50</b>	<b>850 kWh</b>

## Billing details - Lighting

<b>Billing Period - Jul 13 23 to Aug 10 23</b>	
Customer Charge	\$1.65
Energy Charge	
850.000 kWh @ 4.784c	40.67
Fuel Charge	
850.000 kWh @ 5.270c	44.80
Asset Securitization Charge	
850.000 kWh @ 0.051c	0.43
Fixture Charge	
50W LED BLK SANIBEL 3K	877.50
Maintenance Charge	
50W LED BLK SANIBEL 3K	69.50
Pole Charge	
22FT BLK COLONIAL 6 TENON Q	
50 Pole(s) @ \$16.160	808.00
<b>Total Current Charges</b>	<b>\$1,842.55</b>

Your current rate is Lighting Service Company Owned/Maintained (LS-1).

## Billing details - Taxes

State And Other Taxes	\$111.63
Regulatory Assessment Fee	1.36
Gross Receipts Tax	2.25
County Utility Tax	4.19
County Optional Tax	27.69
<b>Total Taxes</b>	<b>\$147.12</b>



duke-energy.com  
877.372.8477

## Your Energy Bill

Page 1 of 3

### Service address

FOUR SEASONS ORL HOA INC  
000 FOUR SEASONS BLVD  
LITE

Bill date Sep 13, 2023

For service Aug 11 - Sep 12  
33 days

Account number **9101 4882 9583**

## Billing summary

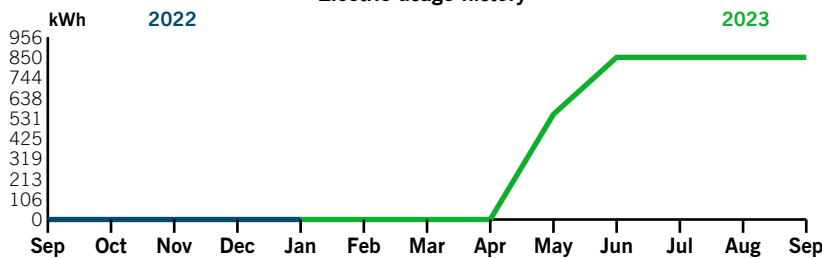
Previous Amount Due	\$7,260.31
Payment Received	0.00
Current Lighting Charges	1,842.64
Taxes	147.14
<b>Total Amount Due Oct 04</b>	<b>\$9,250.09</b>

Know what's below. Call before you dig. Always call 811 before you dig, it's the law. Making this free call at least two full working days before you dig gets utility lines marked and helps protect you from injury and expense. Call 811 or visit [call811.com](http://call811.com).

To help us repair malfunctioning streetlights, quickly: 1. Visit [duke-energy.com/lightrepair](http://duke-energy.com/lightrepair) 2. Provide us with the light's location and your contact information. 3. Specific addresses, landmarks and directions work best.

## Your usage snapshot

Electric usage history



### Average temperature in degrees

80° 74° 71° 63° 63° 68° 71° 75° 77° 80° 82° 84° 81°

	Current Month	Sep 2022	12-Month Usage	Avg Monthly Usage
Electric (kWh)	850	0	N/A	790
Avg. Daily (kWh)	26	0	N/A	
12-month usage based on most recent history				

Mail your payment at least 7 days before the due date or pay instantly at [duke-energy.com/billing](http://duke-energy.com/billing). Late payments are subject to a \$5.00 or 1.5%, late charge, whichever is greater.

Please return this portion with your payment. Thank you for your business.



Duke Energy Return Mail  
PO Box 1090  
Charlotte, NC 28201-1090

Account number  
**9101 4882 9583**

### Amount due

**\$9,250.09**  
by Oct 4

After Oct 4, the amount due  
will increase to \$9,388.84.

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
Add here, to help others with a  
contribution to Share the Light **Amount enclosed**

**FOUR SEASONS ORL HOA INC**  
000 FOUR SEASONS BLVD  
KISSIMMEE FL 34747

Duke Energy Payment Processing  
PO Box 1094  
Charlotte, NC 28201-1094

88910148829583000660000726031000019897800009250095

## We're here for you

### Report an emergency

Electric outage [duke-energy.com/outages](http://duke-energy.com/outages)  
800.228.8485

### Convenient ways to pay your bill

Online [duke-energy.com/billing](http://duke-energy.com/billing)  
Automatically from your bank account [duke-energy.com/automatic-draft](http://duke-energy.com/automatic-draft)  
Speedpay (fee applies) [duke-energy.com/pay-now](http://duke-energy.com/pay-now)  
800.700.8744  
By mail payable to Duke Energy P.O. Box 1094  
Charlotte, NC 28201-1094  
In person [duke-energy.com/location](http://duke-energy.com/location)

### Help managing your account (not applicable for all customers)

Register for free paperless billing [duke-energy.com/paperless](http://duke-energy.com/paperless)  
Home [duke-energy.com/manage-home](http://duke-energy.com/manage-home)  
Business [duke-energy.com/manage-bus](http://duke-energy.com/manage-bus)

### General questions or concerns

Online [duke-energy.com](http://duke-energy.com)  
Home: Mon - Fri (7 a.m. to 7 p.m.) 800.700.8744  
Business: Mon - Fri (7 a.m. to 6 p.m.) 877.372.8477  
For hearing impaired TDD/TTY 711  
International 1.407.629.1010

### Call before you dig

Call 800.432.4770 or 811

### Check utility rates

Check rates and charges [duke-energy.com/rates](http://duke-energy.com/rates)

### Correspond with Duke Energy (not for payment)

P.O. Box 14042  
St Petersburg, FL 33733

## Important to know

### Your next meter reading on or after: Oct 11

Please be sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

### Your electric service may be disconnected if your payment is past due

If payment for your electric service is past due, we may begin disconnection procedures. The due date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection. The reconnection fee is \$13 between the hours of 7 a.m. and 7 p.m. Monday through Friday and \$14 after 7 p.m. or on the weekends.

### Electric service does not depend on payment for other products or services

Non-payment for non-regulated products or services (such as surge protection or equipment service contracts) may result in removal from the program but will not result in disconnection of electric service.

### When you pay by check

We may process the payment as a regular check or convert it into a one-time electronic check payment.

### Asset Securitization Charge

A charge to recover cost associated with nuclear asset-recovery bonds. Duke Energy Florida is acting as the collection agent for Special Purpose Entity (SPE) until the bonds have been paid in full or legally discharged.

### Medical Essential Program

Identifies customers who are dependent on continuously electric-powered medical equipment. The program does not automatically extend electric bill due dates, nor does it provide priority restoration. To learn more or find out if you qualify, call 800.700.8744 or visit [duke-energy.com/home/billing/special-assistance/medically-essential](http://duke-energy.com/home/billing/special-assistance/medically-essential).

### Special Needs Customers

Florida Statutes offer a program for customers who need special assistance during emergency evacuations and sheltering. Customers with special needs may contact their local emergency management agency for registration and more information.

### Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.

## Your usage snapshot - Continued

<b>Outdoor Lighting</b>		
<b>Billing period Aug 11 - Sep 12</b>		
<b>Description</b>	<b>Quantity</b>	<b>Usage</b>
50W LED BLK SANIBEL 3K	50	850 kWh
<b>Total</b>	<b>50</b>	<b>850 kWh</b>

## Billing details - Lighting

<b>Billing Period - Aug 11 23 to Sep 12 23</b>	
Customer Charge	\$1.65
Energy Charge	
850.000 kWh @ 4.784c	40.67
Fuel Charge	
850.000 kWh @ 5.270c	44.80
Asset Securitization Charge	
850.000 kWh @ 0.061c	0.52
Fixture Charge	
50W LED BLK SANIBEL 3K	877.50
Maintenance Charge	
50W LED BLK SANIBEL 3K	69.50
Pole Charge	
22FT BLK COLONIAL 6 TENON Q	
50 Pole(s) @ \$16.160	808.00
<b>Total Current Charges</b>	<b>\$1,842.64</b>

Your current rate is Lighting Service Company Owned/Maintained (LS-1).

## Billing details - Taxes

State And Other Taxes	\$111.64
Regulatory Assessment Fee	1.36
Gross Receipts Tax	2.25
County Utility Tax	4.20
County Optional Tax	27.69
<b>Total Taxes</b>	<b>\$147.14</b>



duke-energy.com  
877.372.8477

## Your Energy Bill

Page 1 of 3

### Service address

FOUR SEASONS ORL HOA INC  
000 FOUR SEASONS BLVD  
LITE

Bill date Oct 13, 2023

For service Sep 13 - Oct 11  
29 days

Account number **9101 4882 9583**

## Billing summary - Final Bill

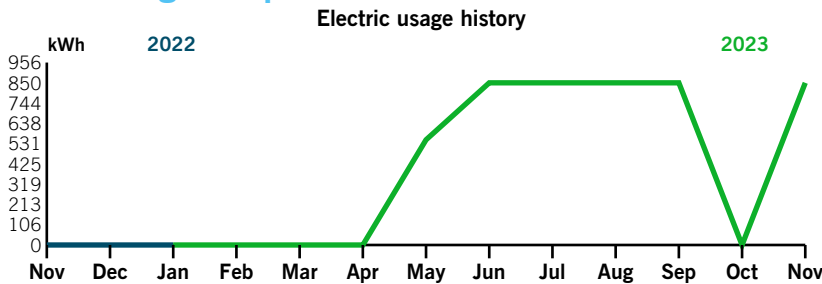
Previous Amount Due	\$9,250.09
Payment Received	0.00
Current Lighting Charges	1,842.64
Other Charges and Credits	138.75
Taxes	147.14
<b>Total Amount Due Nov 03</b>	<b>\$11,378.62</b>

Your account has past due amount of \$9250.09 and electric service may be disconnected. Please pay immediately.

Learn how to lower your bill with an online or free on-site Business Energy Check. This no-cost analysis provides you with specific tips on how to save energy and qualify for valuable rebates for energy-savings measures. You may also qualify for a FREE Commercial Energy Savings Kit. Go to [duke-energy.com/FreeBizCheck](https://duke-energy.com/FreeBizCheck) or email [prescriptiveincentives@duke-energy.com](mailto:prescriptiveincentives@duke-energy.com).

To help us repair malfunctioning streetlights, quickly: 1. Visit [duke-energy.com/lightrepair](https://duke-energy.com/lightrepair) 2. Provide us with the light's location and your contact information. 3. Specific addresses, landmarks and directions work best.

## Your usage snapshot



### Average temperature in degrees

71° 63° 63° 68° 71° 75° 77° 80° 82° 84° 80° 77° 0°

	Current Month	Nov 2022	12-Month Usage	Avg Monthly Usage
Electric (kWh)	850	0	N/A	800
Avg. Daily (kWh)	29	0	N/A	
12-month usage based on most recent history				

Mail your payment at least 7 days before the due date or pay instantly at [duke-energy.com/billing](https://duke-energy.com/billing). Late payments are subject to a \$5.00 or 1.5%, late charge, whichever is greater.

Please return this portion with your payment. Thank you for your business.

### Amount due

### Final Bill

**\$11,378.62**  
by Nov 3

*This is your final bill.*

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
Add here, to help others with a  
contribution to Share the Light **Amount enclosed**



Duke Energy Return Mail  
PO Box 1090  
Charlotte, NC 28201-1090

Account number  
**9101 4882 9583**

**FOUR SEASONS ORL HOA INC**  
000 FOUR SEASONS BLVD  
KISSIMMEE FL 34747

Duke Energy Payment Processing  
PO Box 1094  
Charlotte, NC 28201-1094

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## We're here for you

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For hearing impaired TDD/TTY 711  
International 1.407.629.1010

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### Correspond with Duke Energy (not for payment)

P.O. Box 14042  
St Petersburg, FL 33733

## Important to know

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## Your usage snapshot - Continued

<b>Outdoor Lighting</b>		
<b>Billing period Sep 13 - Oct 11</b>		
<b>Description</b>	<b>Quantity</b>	<b>Usage</b>
50W LED BLK SANIBEL 3K	50	850 kWh
<b>Total</b>	<b>50</b>	<b>850 kWh</b>

## Billing details - Lighting

<b>Billing Period - Sep 13 23 to Oct 11 23</b>	
Customer Charge	\$1.65
Energy Charge	
850.000 kWh @ 4.784c	40.67
Fuel Charge	
850.000 kWh @ 5.270c	44.80
Asset Securitization Charge	
850.000 kWh @ 0.061c	0.52
Fixture Charge	
50W LED BLK SANIBEL 3K	877.50
Maintenance Charge	
50W LED BLK SANIBEL 3K	69.50
Pole Charge	
22FT BLK COLONIAL 6 TENON Q	
50 Pole(s) @ \$16.160	808.00
<b>Total Current Charges</b>	<b>\$1,842.64</b>

Your current rate is Lighting Service Company Owned/Maintained (LS-1).

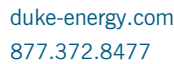
## Billing details - Other Charges and Credits

Late Fee	\$138.75
<b>Total Other Charges and Credits</b>	<b>\$138.75</b>

## Billing details - Taxes

State And Other Taxes	\$111.64
Regulatory Assessment Fee	1.36
Gross Receipts Tax	2.25
County Utility Tax	4.20
County Optional Tax	27.69
<b>Total Taxes</b>	<b>\$147.14</b>



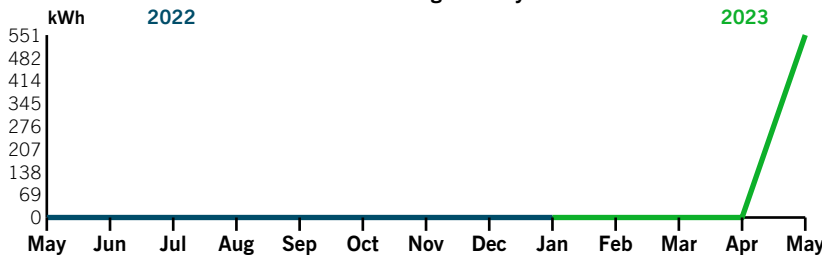


Account number **9101 4882 9583**

Previous Amount Due	\$0.00
<i>Payment Received</i>	0.00
Current Lighting Charges	1,195.79
Taxes	95.51
<b>Total Amount Due Aug 11</b>	<b>\$1,291.30</b>

To help us repair malfunctioning streetlights, quickly: 1. Visit [duke-energy.com/lightrepair](http://duke-energy.com/lightrepair). 2. Provide us with the light's location and your contact information. 3. Specific addresses, landmarks and directions work best.

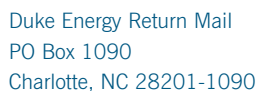
## Electric usage history



78° 81° 82° 82° 80° 74° 71° 63° 63° 68° 71° 75° 74°

	Current Month	May 2022	12-Month Usage	Avg Monthly Usage
Electric (kWh)	551	0	N/A	551
Avg. Daily (kWh)	18	0	N/A	
12-month usage based on most recent history				

Please return this portion with your payment. Thank you for your business.



Amount enclosed

8891101488295830006600000000000000012913000001291306

## We're here for you

### Report an emergency

Electric outage [duke-energy.com/outages](https://duke-energy.com/outages)  
800.228.8485

### Convenient ways to pay your bill

Online [duke-energy.com/billing](https://duke-energy.com/billing)  
Automatically from your bank account [duke-energy.com/automatic-draft](https://duke-energy.com/automatic-draft)  
Speedpay (fee applies) [duke-energy.com/pay-now](https://duke-energy.com/pay-now)  
800.700.8744  
By mail payable to Duke Energy P.O. Box 1094  
Charlotte, NC 28201-1094  
In person [duke-energy.com/location](https://duke-energy.com/location)

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Home [duke-energy.com/manage-home](https://duke-energy.com/manage-home)  
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For hearing impaired TDD/TTY 711  
International 1.407.629.1010

### Call before you dig

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### Check utility rates

Check rates and charges [duke-energy.com/rates](https://duke-energy.com/rates)

### Correspond with Duke Energy (not for payment)

P.O. Box 14042  
St Petersburg, FL 33733

## Important to know

### Your next meter reading on or after: Aug 10

Please be sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

### Your electric service may be disconnected if your payment is past due

If payment for your electric service is past due, we may begin disconnection procedures. The due date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection. The reconnection fee is \$13 between the hours of 7 a.m. and 7 p.m. Monday through Friday and \$14 after 7 p.m. or on the weekends.

### Electric service does not depend on payment for other products or services

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## Your usage snapshot - Continued

<b>Outdoor Lighting</b>		
<b>Billing period Apr 11 - May 10</b>		
<b>Description</b>	<b>Quantity</b>	<b>Usage</b>
50W LED BLK SANIBEL 3K	50	551 kWh
<b>Total</b>	<b>50</b>	<b>551 kWh</b>

## Billing details - Lighting

<b>Billing Period - Apr 11 23 to May 10 23</b>	
Customer Charge	\$1.65
Energy Charge	
551.367 kWh @ 4.784c	26.38
Fuel Charge	
551.367 kWh @ 5.270c	29.06
Asset Securitization Charge	
551.367 kWh @ 0.051c	0.28
Fixture Charge	
50W LED BLK SANIBEL 3K	569.21
Maintenance Charge	
50W LED BLK SANIBEL 3K	45.08
Pole Charge	
22FT BLK COLONIAL 6 TENON Q	
16 Pole(s) @ \$16.160	524.13
<b>Total Current Charges</b>	<b>\$1,195.79</b>

Your current rate is Lighting Service Company Owned/Maintained (LS-1).

## Billing details - Taxes

State And Other Taxes	\$72.44
Regulatory Assessment Fee	0.86
Gross Receipts Tax	1.47
County Utility Tax	2.76
County Optional Tax	17.98
<b>Total Taxes</b>	<b>\$95.51</b>



duke-energy.com  
877.372.8477

## Your Energy Bill

Page 1 of 3

### Service address

FOUR SEASONS ORL HOA INC  
000 FOUR SEASONS BLVD  
LITE

Bill date Jul 21, 2023

For service May 11 - Jun 12  
33 days

Account number **9101 4882 9583**

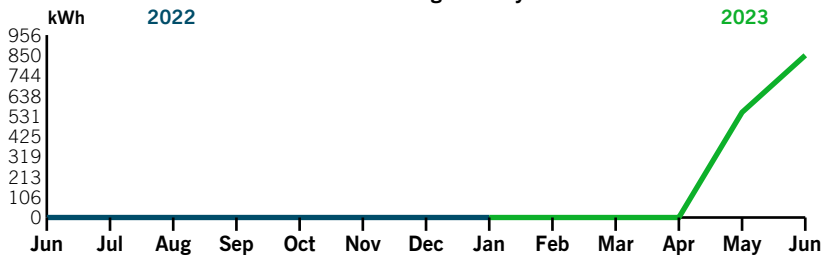
## Billing summary

Previous Amount Due	\$1,291.30
Payment Received	0.00
Current Lighting Charges	1,842.55
Taxes	147.12
<b>Total Amount Due Aug 11</b>	<b>\$3,280.97</b>

To help us repair malfunctioning streetlights, quickly: 1. Visit [duke-energy.com/lightrepair](https://duke-energy.com/lightrepair). 2. Provide us with the light's location and your contact information. 3. Specific addresses, landmarks and directions work best.

## Your usage snapshot

Electric usage history



### Average temperature in degrees

81° 82° 82° 80° 74° 71° 63° 63° 68° 71° 75° 77° 77°

	Current Month	Jun 2022	12-Month Usage	Avg Monthly Usage
Electric (kWh)	850	0	N/A	701
Avg. Daily (kWh)	26	0	N/A	
12-month usage based on most recent history				

Mail your payment at least 7 days before the due date or pay instantly at [duke-energy.com/billing](https://duke-energy.com/billing). Late payments are subject to a \$5.00 or 1.5%, late charge, whichever is greater.

Please return this portion with your payment. Thank you for your business.

### Amount due

**\$3,280.97**  
by Aug 11

After Aug 11, the amount due will increase to \$3,310.82.

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
Add here, to help others with a contribution to Share the Light **Amount enclosed**



Duke Energy Return Mail  
PO Box 1090  
Charlotte, NC 28201-1090

Account number  
**9101 4882 9583**

**FOUR SEASONS ORL HOA INC**  
000 FOUR SEASONS BLVD  
KISSIMMEE FL 34747

Duke Energy Payment Processing  
PO Box 1094  
Charlotte, NC 28201-1094

88910148829583000660000129130000019896700003280971

## We're here for you

### Report an emergency

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800.228.8485

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Speedpay (fee applies) [duke-energy.com/pay-now](https://duke-energy.com/pay-now)  
800.700.8744  
By mail payable to Duke Energy P.O. Box 1094  
Charlotte, NC 28201-1094  
In person [duke-energy.com/location](https://duke-energy.com/location)

### Help managing your account (not applicable for all customers)

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International 1.407.629.1010

### Call before you dig

Call 800.432.4770 or 811

### Check utility rates

Check rates and charges [duke-energy.com/rates](https://duke-energy.com/rates)

### Correspond with Duke Energy (not for payment)

P.O. Box 14042  
St Petersburg, FL 33733

## Important to know

### Your next meter reading on or after: Aug 10

Please be sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

### Your electric service may be disconnected if your payment is past due

If payment for your electric service is past due, we may begin disconnection procedures. The due date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection. The reconnection fee is \$13 between the hours of 7 a.m. and 7 p.m. Monday through Friday and \$14 after 7 p.m. or on the weekends.

### Electric service does not depend on payment for other products or services

Non-payment for non-regulated products or services (such as surge protection or equipment service contracts) may result in removal from the program but will not result in disconnection of electric service.

### When you pay by check

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### Asset Securitization Charge

A charge to recover cost associated with nuclear asset-recovery bonds. Duke Energy Florida is acting as the collection agent for Special Purpose Entity (SPE) until the bonds have been paid in full or legally discharged.

### Medical Essential Program

Identifies customers who are dependent on continuously electric-powered medical equipment. The program does not automatically extend electric bill due dates, nor does it provide priority restoration. To learn more or find out if you qualify, call 800.700.8744 or visit [duke-energy.com/home/billing/special-assistance/medically-essential](https://duke-energy.com/home/billing/special-assistance/medically-essential).

### Special Needs Customers

Florida Statutes offer a program for customers who need special assistance during emergency evacuations and sheltering. Customers with special needs may contact their local emergency management agency for registration and more information.

### Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.

## Your usage snapshot - Continued

<b>Outdoor Lighting</b>		
<b>Billing period May 11 - Jun 12</b>		
<b>Description</b>	<b>Quantity</b>	<b>Usage</b>
50W LED BLK SANIBEL 3K	50	850 kWh
<b>Total</b>	<b>50</b>	<b>850 kWh</b>

## Billing details - Lighting

<b>Billing Period - May 11 23 to Jun 12 23</b>	
Customer Charge	\$1.65
Energy Charge	
850.000 kWh @ 4.784c	40.67
Fuel Charge	
850.000 kWh @ 5.270c	44.80
Asset Securitization Charge	
850.000 kWh @ 0.051c	0.43
Fixture Charge	
50W LED BLK SANIBEL 3K	877.50
Maintenance Charge	
50W LED BLK SANIBEL 3K	69.50
Pole Charge	
22FT BLK COLONIAL 6 TENON Q	
50 Pole(s) @ \$16.160	808.00
<b>Total Current Charges</b>	<b>\$1,842.55</b>

Your current rate is Lighting Service Company Owned/Maintained (LS-1).

## Billing details - Taxes

State And Other Taxes	\$111.63
Regulatory Assessment Fee	1.36
Gross Receipts Tax	2.25
County Utility Tax	4.19
County Optional Tax	27.69
<b>Total Taxes</b>	<b>\$147.12</b>



duke-energy.com  
877.372.8477

## Your Energy Bill

Page 1 of 3

### Service address

FOUR SEASONS ORL HOA INC  
000 FOUR SEASONS BLVD  
LITE

### Bill date

Jul 21, 2023  
For service Jun 13 - Jul 12  
30 days

Account number **9101 4882 9583**

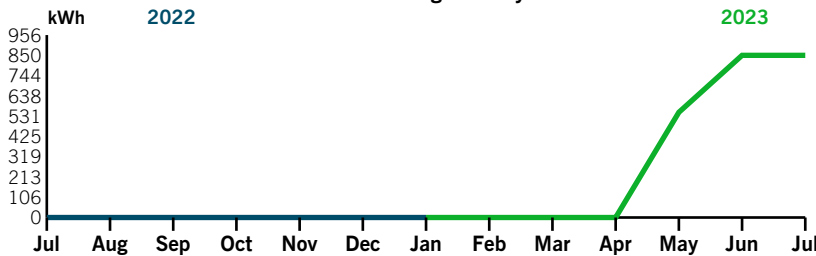
## Billing summary

Previous Amount Due	\$3,280.97
Payment Received	0.00
Current Lighting Charges	1,842.55
Taxes	147.12
<b>Total Amount Due Aug 11</b>	<b>\$5,270.64</b>

To help us repair malfunctioning streetlights, quickly: 1. Visit [duke-energy.com/lightrepair](https://duke-energy.com/lightrepair). 2. Provide us with the light's location and your contact information. 3. Specific addresses, landmarks and directions work best.

## Your usage snapshot

Electric usage history



### Average temperature in degrees

82° 82° 80° 74° 71° 63° 63° 68° 71° 75° 77° 80° 83°

	Current Month	Jul 2022	12-Month Usage	Avg Monthly Usage
Electric (kWh)	850	0	N/A	750
Avg. Daily (kWh)	28	0	N/A	
12-month usage based on most recent history				

Mail your payment at least 7 days before the due date or pay instantly at [duke-energy.com/billing](https://duke-energy.com/billing). Late payments are subject to a \$5.00 or 1.5%, late charge, whichever is greater.

Please return this portion with your payment. Thank you for your business.

### Amount due

**\$5,270.64**  
by Aug 11

After Aug 11, the amount due will increase to \$5,300.49.



Duke Energy Return Mail  
PO Box 1090  
Charlotte, NC 28201-1090

Account number  
**9101 4882 9583**

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
Add here, to help others with a contribution to Share the Light **Amount enclosed**

**FOUR SEASONS ORL HOA INC**  
000 FOUR SEASONS BLVD  
KISSIMMEE FL 34747

Duke Energy Payment Processing  
PO Box 1094  
Charlotte, NC 28201-1094

88910148829583000660000328097000019896700005270642



## We're here for you

### Report an emergency

Electric outage  
duke-energy.com/outages  
800.228.8485

### Convenient ways to pay your bill

Online  
duke-energy.com/billing

Automatically from your bank account  
duke-energy.com/automatic-draft

Speedpay (fee applies)  
duke-energy.com/pay-now  
800.700.8744

By mail payable to Duke Energy  
P.O. Box 1094  
Charlotte, NC 28201-1094

In person  
duke-energy.com/location

### Help managing your account (not applicable for all customers)

Register for free paperless billing  
duke-energy.com/paperless

Home  
duke-energy.com/manage-home

Business  
duke-energy.com/manage-bus

### General questions or concerns

Online  
duke-energy.com

Home: Mon - Fri (7 a.m. to 7 p.m.)  
800.700.8744

Business: Mon - Fri (7 a.m. to 6 p.m.)  
877.372.8477

For hearing impaired TDD/TTY  
711

International  
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