

***Windward
Community Development District***

Agenda

October 15, 2025

AGENDA

Windward

Community Development District

219 East Livingston Street, Orlando, FL 32801

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

October 8, 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, October 15, 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 September 24, 2025 Board of Supervisors Meeting
6. Approval of Draft Landscape Services Agreement with United Land Services
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 - i. Approval of Check Register
 - ii. Paid/ Unpaid Invoices for Approval
 - iii. Balance Sheet and Income Statement
 - D. Field Manager
8. Other Business
9. Supervisors' Requests
10. 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, **September 24, 2025** at 1:00 p.m. at 7813 Four Seasons Boulevard, Kissimmee, Florida.

Present and constituting a quorum were:

Tim Peltier	Chairman
Greg Bobonik	Vice Chairman
Ernest Hofer	Assistant Secretary

Also Present were:

Jason Showe	District Manager
Kristen Trucco	District Counsel
Jarett Wright	Field Manager
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. Kerr stated just before this meeting they hold a workshop which is where you hear all the discussion. The subject of the vinal fence behind Flora Pass came up and you were researching whose fence is it, the CDD, the HOA or the individual homeowners. There is no HOA property back there only CDD property and homeowner property. When the hurricanes come that fence has

been damaged. If you determine someone other than the CDD owns the fence and is responsible for repairs and the repair has to be done from the CDD side of the fence, access is restricted and I believe you are taking steps to make that good again. There is also an issue of having contractors who might work for me be on CDD property while working on the fence. Can you add that to a future agenda and address the ownership.

Mr. Peltier stated we are looking into who owns that fence and there is a tract of land from the golf course behind that property to the end of Flora Pass. We have an issue with a resident from the neighborhood to the east who has a fence that runs all the way from their property to the fence on Flora Pass, which is on a CDD tract. We are working with the county to get them to remove that fence so we can have access to that tract to clear it.

FIFTH ORDER OF BUSINESS**Approval of the Minutes of the August 27, 2025 Meeting**

On MOTION by Mr. Bobonik seconded by Mr. Hofer with all in favor the Minutes of the August 27, 2025 meeting were approved as amended.

SIXTH ORDER OF BUSINESS**Consideration of Proposals for Verge Maintenance****A. Prince and Sons****B. United Land Services**

Mr. Showe stated earlier this month the HOA terminated the verge maintenance agreement and put that responsibility on the CDD. We received two proposals for this work and given that United is performing the services on the homes and their proposal was significantly lower we recommend United Land Services.

On MOTION by Mr. Peltier seconded by Mr. Hofer with all in favor the Proposal from United Land Services for maintenance of the verge area was approved.

SEVENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Trucco stated we are following through with the 598 notice as protection to the CDD with the intent to resolve all those issues and we will keep you updated on our progress. We have

also been in communication with your prior landscaping contractor's counsel and they have requested an in-person meeting and we are getting that scheduled.

On MOTION by Mr. Peltier seconded by Mr. Bobonik with all in favor District Counsel was authorized to send a demand letter to have the owner to move the fence off CDD property.

B. Engineer

There being no comments, the next item followed.

C. Manager

i. Approval of Check Register

On MOTION by Mr. Hofer seconded by Mr. Bobonik with all in favor the check register and paid and unpaid invoices were approved with the following exceptions: Guardian invoice 253976, Prince and Sons 18172 and hold the 19836 Prince and Sons pending the wet checks.

ii. Paid/Unpaid Invoices for Approval

iii. Balance Sheet and Income Statement

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

D. Field Manager

Mr. Wright reviewed in detail the monthly field management report and updated the board on the proposal to repair stucco on the guardhouse, painting and permanent lighting fixtures that was previously approved.

EIGHTH ORDER OF BUSINESS

Organizational Matters

A. Review of Letters of Interest/Resumes

Tom Maskell

David Horn

Spencer Hot

Erik Rose

Steve Pierson

Mr. Peltier stated we have interviewed everybody that applied for the two vacancies and decided to go with Erik Rose and Steve Pierson. In 2026 they come up for reelection.

B. Appointment of Individuals to Fill Vacant Seats

On MOTION by Mr. Peltier seconded by Mr. Bobonik with all in favor Erik Rose and Steve Pierson were appointed to fill the unexpired terms of office of seat 1 and seat 4 with a term ending in November 2026.

C. Administration of Oath of Office to Newly Appointed Supervisors

Mr. Showe being a notary public of the State of Florida administered the oath of office to Mr. Rose and Mr. Pierson.

D. Consideration of Resolution 2025-06 Appointing Assistant Secretary

On MOTION by Mr. Peltier seconded by Mr. Hofer with all in favor Resolution 2025-06 appointing Mr. Rose and Mr. Pierson Assistant Secretaries was approved.

NINTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Hofer gave an update of the water usage for the two meters, which has gone down month over month.

Mr. Bobonik stated Jason and I met with the county and they agree to allow the bike lanes to be removed and be replaced with shared lanes. We anticipate it will be another two to three months before it is finalized.

The entrance fountain has been switched from a waterfall to an actual fountain, the exit monument will also be changed to a fountain, as soon as the 558 inspections are done we can start the trial project in the verge areas.

On MOTION by Mr. Bobonik seconded by Mr. Hofer with all in favor Authorizing Staff to finalize the fountains at the front entrance, was approved.

Mr. Showe stated we rotated the meeting schedule so your next meeting is in three weeks on October 15th.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Hofer seconded by Mr. Bobonik with all in favor the meeting adjourned at 1:28 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION VI

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this **1st day of October 2025**, by and between:

WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special- purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), and

UNITED LAND SERVICES INC., a Florida Corporation, whose mailing and principal address is 12276 San Jose Blvd. Suite 747, Jacksonville, Florida, 32223 (“**Contractor**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed,

which adjustments shall not result in change in the price for the Work as reflected in Contractor's fee summary attached hereto as **Exhibit C ("Fee Summary")** and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement. In the event of any conflict between the terms in this Agreement and the terms in any of the exhibits attached hereto, the terms in this Agreement shall control.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor's Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner acceptable to the District and shall be in accordance with all applicable standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. The Contractor warrants that the Work shall be free from any defects in workmanship and Contractor agrees to a warranty for a period of one year from completion of any portion of the Work to repair any deficiencies, fixes or touch-ups needed.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains ("**Rain Days**"), Contractor agrees to reschedule its employees and divide their time accordingly to

complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars

(\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees

of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from October 1, 2025, to September 30, 2026 (“**Year 1**”), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed **Twenty Thousand Four Hundred Dollars, (\$20,400.00)** per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C**.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor’s Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were

provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. *TERMINATION.* The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. *INSURANCE.*

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance

coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased

employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's

responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. *Default and Protection Against Third-party Interference.* A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

B. *Custom and Usage.* It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. *Successors.* This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and successors of the parties to this Agreement, except as expressly limited in this Agreement.

D. *Assignment.* Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

E. *Headings for Convenience Only.* The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. *Attorneys' Fees.* In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys'

fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A. If to the District: Windward Community Development
District
c/o Governmental Management Services –
Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn.: District Manager, Jason Showe

With a copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave, Ste. 1400
Orlando, Florida 32801
Attn.: District Counsel, Jan A. Carpenter, Esq.

B. If to Contractor: United Land Services, Inc.
6386 Beth Road
Orlando, FL 32824
Attn: Chris Marquess

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next

business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

K. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

M. *Public Records.* Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jason Showe (“Public Records Custodian”)**. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) 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 contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JBURNS@GMSCFL.COM, (407) 841-5524, AND 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

N. ***Severability.*** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

O. ***Arm's Length Transaction.*** This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

P. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Q. ***Scrutinized Companies Statement.*** Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-Verify.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

R. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

S. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to

incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**WINDWARD COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

- ☐ Secretary
☐ Assistant Secretary

By: _____

- ☐ Chairperson
☐ Vice Chairperson

WITNESS:

UNITED LAND SERVICES, INC.

By: _____

Its: _____

By: _____

Its: _____

- Exhibit A:** Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Fee Summary
Exhibit D: Form of Work Authorization

Exhibit A: Scope of Services Summary

Annual Maintenance Outline

The following outline details our proposed scope of services and offerings to be provided by our service teams, to ensure we meet the specific needs of your project as governed by our agreement.

LANDSCAPE MAINTENANCE PROGRAM

1. Turf Grass Mowing

- a. Mowing schedule based on climate and turf type.
- b. Mowing height to be adjusted based on turf type.
- c. Cuts postponed because of weather to be made up as soon as possible.
- d. Hard edging (concrete) will be done per cut, soft edge will be done every other cut. Landscape beds containing rock will not be mechanically edged.
- e. Areas too small to mow will be completed with a string trimmer or push mower.
- f. All debris created during maintenance operations will be removed and or blown from adjacent surfaces.

2. Ornamental Detailing

- a. Detail operations will be completed in a sectional manner once monthly.
- b. Plant material will be trimmed to retain the natural shape and function of the plant using Best Management Practices and techniques.
- c. Trees will have trunks cleared of sprouts and elevated to 8' in Green areas and 12' in Paved areas.
- d. Palms under 12' will have brown fronds removed during detail rotation.
- e. Post emergent herbicide will be used in landscape beds to control unwanted weeds and vegetation.

3. Fertilization & Pest Control Services

- a. Applications will adhere to any State and Local ordinance including Blackout Periods.
- b. Fertilizer composition (NPK, Nitrogen, Phosphorous, Potassium) will be determined based on site needs.
- c. Pre and Post Emergent Herbicides will be used as needed to control weeds in turfgrass.
- d. All applications will be used as directed by the manufacturers instructions for use and in accordance with all State and Federal regulations / guidelines.
- e. Ornamental Plants, Trees & Palms will receive a balanced fertilizer at appropriate rates, typically in spring and fall months.

Scope of Services Summary

Annual Maintenance Outline

4. Irrigation Inspections & Maintenance

- a. System will be routinely inspected for operational efficiency and condition.
- b. Visual inspection will include controller and electronic components, spray and rotor heads and shrub risers.
- c. Minor adjustments for efficiency will be made during inspection.
- d. Repairs for malfunctioning, broken or worn out components (heads, line breaks, controllers and electronics, pumps, etc.) will be done after client approval.

5. Seasonal Color (Annuals) Installation

- a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
- b. Flower type will be selected based on climate, availability at time of install and coordination with adjacent neighborhood associations to ensure uniformity.
- c. Flower beds will be maintained to remove faded or dead plants and to ensure optimal bloom production and neat appearance.
- d. Commercial fertilizer will be applied to all areas at time of install with follow up applications of micro nutrient, fungicide and pesticide based on flower type and Best Management Practices.
- e. Standard Annuals to be used for quarterly changeouts. Premium varieties to incur additional cost.

6. Mulch & Pine Straw Installation

- a. If cost is not included in the monthly billing, installation will be done upon authorized approval from Board of Directors or CAM.
- b. Mulch will be installed at timeframe determined by HOA.
- c. Mulch to be Dyed Hardwood Blend, installed 1x per year upon approval.
- d. Installation method to be determined by contractor, either bagged product or bulk install with blower truck.

ADDITIONAL SERVICES AND TEAM EXPECTATIONS

1. Extra Services

- a. We will provide extra/special services based on agreement and specifications set forth by the Client

2. Team Expectations

- a. Our field personnel will be licensed for all applicable maintenance duties, included any pesticide applications, as required by law.

3. Appearance

- a. Our team is required to maintain a professional and well-groomed appearance at all times.

Exhibit B



Exhibit C

Windward Community Development District Verge Landscape Fee Summary

Contractor: United Land Services

Property:

Address: 6386 Beth Rd Orlando Fl 32824

Address: 219 E. Livingston St.
Orlando, Florida, 32801

Phone: 407-515-5262

Phone:

Fax:

Contact: Chris Marquess

Contact:

Email: cmarquess@unitedlandservices.com

Email:

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ESSENTIAL SERVICES A-D (Component A) - Mowing/Detailing	993	993	1,324	1,655	1,655	1,655	1,655	1,655	1,655	1,312	1,295	993	\$16,840
TURF CARE (Component B) Bahia/St Augustine/Zoysia	13	12	85	30	25	18	85	25	12	25	85	13	\$428
TREE/SHRUB CARE Includes OTC (Component C) Tree/Shrub Fert/OTC/Drenching		120								120			\$240
IRRIGATION MAINT. (Component D)	241	241	241	241	241	241	241	241	241	241	241	241	\$2,892
ANNUAL CHANGES - (Component E.1) Per Annual Pricing:	1,200			1,200			1,200			1,200			\$0
BED DRESSING - Estimate mulch yds (Component E.2) Per Yard Pricing:					Mulch Yds						Mulch Yds		\$0
PALM TRIMMING 2x Per Year (Component E.3) Per Palm Price: Palm counts:													\$0
TOTAL FEE PER MONTH:	\$1,247	\$1,366	\$1,650	\$1,926	\$1,921	\$1,914	\$1,981	\$1,921	\$1,908	\$1,698	\$1,621	\$1,247	\$20,400

Fiat Fee Schedule	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$20,400
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$20,400
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Extra Services Annual Changes, Palm Pruning, Mulch	\$0
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TOTAL	\$20,400.00
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SECTION VII

SECTION C

SECTION 1

Windward Community Development District

Summary of Check Register

September 10, 2025 to October 01, 2025

Fund	Date	Check No.'s	Amount
General Fund			
	9/16/25	1130	\$ 3,755.05
	9/23/25	1131	\$ 1,592.27
	9/25/25	1132-1137	\$ 27,270.45
	10/1/25	1138-1139	\$ 19,334.25
Total Amount			\$ 51,952.02

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
9/16/25	00010	9/10/25 9100 861 202508 320-53800-43000	24081 SANDY CREEK TRAIL		*	30.80	
		9/10/25 9100 861 202508 320-53800-43000	7980 FOUR SEASONS BLVD		*	241.04	
		9/10/25 9100 861 202508 320-53800-43000	77001 FOUR SEASONS BLVD		*	51.38	
		9/10/25 9100 861 202508 320-53800-43000	78151 FOUR SEASONS BLVD		*	49.89	
		9/10/25 9100 861 202508 320-53800-43000	21051 PEBBLE PASSAGE LN		*	46.53	
		9/10/25 9100 861 202508 320-53800-43000	79011 HANSON BAY PLACE		*	30.80	
		9/11/25 9101 690 202508 320-53800-43000	21421 LIMESTONE TRL		*	38.74	
		9/12/25 9100 861 202508 320-53800-43500	4 SEASONS PH1B SL		*	1,584.94	
		9/12/25 9101 537 202508 320-53800-43500	000 FOURSEASONS BLVD LITE		*	1,680.93	
DUKE ENERGY							3,755.05 001130
9/23/25	00010	9/18/25 9100 861 202509 320-53800-43500	000 SAND HILL RD		*	1,592.27	
DUKE ENERGY							1,592.27 001131
9/25/25	00014	8/25/25 254344 202508 320-53800-57400	GATE SERVICE		*	795.91	
		9/11/25 255160 202509 320-53800-47000	WI-PAK MONTHLY SVC-SEP25		*	120.00	
		9/12/25 255195 202509 320-53800-57400	PDK - SEP 25		*	24.00	
ACCESS CONTROL SYSTEMS LLC							939.91 001132
9/25/25	00041	8/28/25 20285 202508 320-53800-47100	LAKE MAINTENANCE - AUG 25		*	375.00	
AQUATIC WEED MANAGEMENT, INC							375.00 001133
9/25/25	00001	9/01/25 279 202509 320-53800-12000	FIELD MANAGEMENT - SEP 25		*	1,549.83	
		9/01/25 279 202509 320-53800-34100	DOG BAGS AND TRASH LINERS		*	217.55	
		9/01/25 280 202509 310-51300-34000	MANAGEMENT FEES - SEP 25		*	3,750.00	
		9/01/25 280 202509 310-51300-35200	WEBSITE ADMIN - SEP 25		*	92.75	
		9/01/25 280 202509 310-51300-35100	INFORMATION TECH - SEP 25		*	162.33	

WWRD --WINDWARD-- ZYAN

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
		9/01/25 280	202509 310-51300-31300		*	841.75	
		DISSEMINATION - SEP 25					
		9/01/25 280	202509 310-51300-51000		*	.09	
		OFFICE SUPPLIES					
		9/01/25 280	202509 310-51300-42000		*	2.45	
		POSTAGE					
		9/01/25 280	202509 310-51300-42500		*	10.80	
		COPIES					
			GOVERNMENTAL MANAGEMENT SERVICES-CF				6,627.55 001134
9/25/25 00002		9/15/25 145069	202508 310-51300-31500		*	5,679.06	
		GENERAL COUNSEL - AUG 25					
			LATHAM LUNA EDEN & BEAUDINE LLP				5,679.06 001135
9/25/25 00059		8/26/25 19708	202508 320-53800-46700		*	1,995.00	
		PLANT REPLACEMENT					
		8/26/25 19709	202508 320-53800-46700		*	1,995.00	
		PLANT REPLACEMENT					
		8/26/25 19710	202508 320-53800-46700		*	1,995.00	
		PLANT REPLACEMENT					
		8/26/25 19711	202508 320-53800-46700		*	3,345.00	
		PLANT REPLACEMENT					
		8/26/25 19712	202508 320-53800-46400		*	104.50	
		IRRIGATION REPAIRS					
		8/26/25 19713	202508 320-53800-46400		*	214.43	
		IRRIGATION REPAIRS					
			PRINCE & SONS, INC.				9,648.93 001136
9/25/25 00062		6/01/25 27806	202506 320-53800-46900		*	750.00	
		FOUNTAIN MAINT-JUN25					
		7/01/25 28135	202507 320-53800-46900		*	750.00	
		FOUNTAIN MAINT-JUL25					
		8/01/25 28488	202508 320-53800-46900		*	750.00	
		FOUNTAIN MAINT-AUG25					
		9/01/25 28897	202509 320-53800-46900		*	750.00	
		FOUNTAIN MAINT-SEP25					
		9/02/25 28908	202509 320-53800-46900		*	1,000.00	
		FOUNTAIN REPAIRS					
			RESORT POOL SERVICES				4,000.00 001137
10/01/25 00010		9/29/25 9100 861	202509 320-53800-43500		*	4,032.49	
		000 SHADOW TREE LANE					
			DUKE ENERGY				4,032.49 001138
10/01/25 00009		9/23/25 00262245	202509 320-53800-43100		*	15,301.76	
		7900 FOUR SEASONS					
			TOHO WATER AUTHORITY				15,301.76 001139
			TOTAL FOR BANK A			51,952.02	
			WWRD --WINDWARD-- ZYAN				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
TOTAL FOR REGISTER						51,952.02	

SECTION 3

Windward
Community Development District

Unaudited Financial Reporting
September 30, 2025



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Windward
Community Development District
Combined Balance Sheet
September 30, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:					
Cash:					
Operating Account	\$ 136,098	\$ -	\$ -	\$ -	\$ 136,098
State Board of Administration	\$ 567,586	\$ -	\$ -	\$ -	\$ 567,586
Capital Reserve Account	\$ -	\$ -	\$ -	\$ 50,932	\$ 50,932
Prepaid Expense	\$ 956	\$ -	\$ -	\$ -	\$ 956
Due from Other	\$ 44,144	\$ -	\$ -	\$ -	\$ 44,144
Investments					
Series 2018 A-1/A-2					
Reserve A-1	\$ -	\$ 121,438	\$ -	\$ -	\$ 121,438
Reserve A-2	\$ -	\$ 145	\$ -	\$ -	\$ 145
Revenue	\$ -	\$ 150,533	\$ -	\$ -	\$ 150,533
Prepayment A-1	\$ -	\$ 46,445	\$ -	\$ -	\$ 46,445
Construction	\$ -	\$ -	\$ 5,984	\$ -	\$ 5,984
Series 2020 A-1/A-2					
Reserve A-1	\$ -	\$ 127,319	\$ -	\$ -	\$ 127,319
Reserve A-2	\$ -	\$ 4,742	\$ -	\$ -	\$ 4,742
Revenue	\$ -	\$ 366,758	\$ -	\$ -	\$ 366,758
Prepayment A-1	\$ -	\$ 338	\$ -	\$ -	\$ 338
Prepayment A-2	\$ -	\$ 198,318	\$ -	\$ -	\$ 198,318
Construction	\$ -	\$ -	\$ 2,823,658	\$ -	\$ 2,823,658
Total Assets	\$ 748,784	\$ 1,016,035	\$ 2,829,642	\$ 50,932	\$ 4,645,393
Liabilities:					
Accounts Payable	\$ 33,450	\$ -	\$ -	\$ -	\$ 33,450
Total Liabilities	\$ 33,450	\$ -	\$ -	\$ -	\$ 33,450
Fund Balances:					
Nonspendable:					
Prepaid Items	\$ 956	\$ -	\$ -	\$ -	\$ 956
Restricted for:					
Debt Service	\$ -	\$ 1,016,035	\$ -	\$ -	\$ 1,016,035
Capital Projects	\$ -	\$ -	\$ 2,829,642	\$ -	\$ 2,829,642
Assigned for:					
Capital Reserves	\$ -	\$ -	\$ -	\$ 50,932	\$ 50,932
Unassigned	\$ 714,378	\$ -	\$ -	\$ -	\$ 714,378
Total Fund Balances	\$ 715,334	\$ 1,016,035	\$ 2,829,642	\$ 50,932	\$ 4,611,944
Total Liabilities & Fund Balance	\$ 748,784	\$ 1,016,035	\$ 2,829,642	\$ 50,932	\$ 4,645,393

Windward
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues</u>				
Assessments - Tax Roll	\$ 1,378,623	\$ 1,378,623	\$ 1,386,006	\$ 7,384
Interest Income	\$ -	\$ -	\$ 17,586	\$ 17,586
Miscellaneous Revenue	\$ 7,521	\$ 7,521	\$ -	\$ (7,521)
Total Revenues	\$ 1,386,144	\$ 1,386,144	\$ 1,403,592	\$ 17,448
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisors Fees	\$ 4,800	\$ 4,800	\$ -	\$ 4,800
FICA Expense	\$ 367	\$ 367	\$ -	\$ 367
Engineering	\$ 16,000	\$ 16,000	\$ 10,882	\$ 5,118
Attorney	\$ 25,000	\$ 25,000	\$ 51,251	\$ (26,251)
Arbitrage	\$ 900	\$ 900	\$ 1,350	\$ (450)
Dissemination	\$ 10,101	\$ 10,101	\$ 12,301	\$ (2,200)
Annual Audit	\$ 6,500	\$ 6,500	\$ 6,600	\$ (100)
Trustee Fees	\$ 8,008	\$ 8,008	\$ 6,802	\$ 1,206
Assessment Administration	\$ 5,565	\$ 5,565	\$ 5,565	\$ -
Management Fees	\$ 45,000	\$ 45,000	\$ 45,000	\$ -
Information Technology	\$ 1,948	\$ 1,948	\$ 1,948	\$ -
Website Maintenance	\$ 1,113	\$ 1,113	\$ 1,113	\$ -
Telephone	\$ 125	\$ 125	\$ -	\$ 125
Postage	\$ 800	\$ 800	\$ 1,820	\$ (1,020)
Travel Per Diem	\$ 660	\$ 660	\$ -	\$ 660
Printing & Binding	\$ 500	\$ 500	\$ 510	\$ (10)
Insurance	\$ 6,817	\$ 6,817	\$ 6,817	\$ -
Legal Advertising	\$ 1,500	\$ 1,500	\$ 2,280	\$ (780)
Other Current Charges	\$ 2,000	\$ 2,000	\$ 423	\$ 1,577
Office Supplies	\$ 150	\$ 150	\$ 3	\$ 147
Property Appraiser	\$ 500	\$ 500	\$ 201	\$ 299
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 138,529	\$ 138,529	\$ 155,041	\$ (16,512)

Windward
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Operation & Maintenance</u>				
Field Expenditures				
Field Services	\$ 18,598	\$ 18,598	\$ 18,598	\$ -
Facility Maintenance	\$ 18,500	\$ 18,500	\$ 14,057	\$ 4,443
Electric	\$ 160,009	\$ 160,009	\$ 135,848	\$ 24,161
Water & Sewer	\$ 602,808	\$ 602,808	\$ 520,111	\$ 82,697
Security Building Maintenance	\$ 15,000	\$ 15,000	\$ 10,736	\$ 4,264
Landscape Maintenance	\$ 237,000	\$ 237,000	\$ 196,140	\$ 40,860
Landscape Contingency	\$ 50,000	\$ 50,000	\$ 44,704	\$ 5,296
Property Insurance	\$ 10,000	\$ 10,000	\$ 6,379	\$ 3,621
Fountain Maintenance	\$ 14,600	\$ 14,600	\$ 11,636	\$ 2,964
Lake Maintenance	\$ 22,100	\$ 22,100	\$ 15,125	\$ 6,975
Irrigation Repairs	\$ 30,000	\$ 30,000	\$ 13,370	\$ 16,630
Roadway Maintenance	\$ 9,000	\$ 9,000	\$ -	\$ 9,000
Contingency	\$ 10,000	\$ 10,000	\$ 5,684	\$ 4,316
Total Operations & Maintenance Expenditures	\$ 1,197,615	\$ 1,197,615	\$ 992,389	\$ 205,226
Total Expenditures	\$ 1,336,144	\$ 1,336,144	\$ 1,147,429	\$ 188,715
Excess (Deficiency) of Revenues over Expenditures	\$ 50,000		\$ 256,163	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/Out	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ -
Total Other Financing Sources/(Uses)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ -
Net Change in Fund Balance	\$ -		\$ 206,163	
Fund Balance - Beginning	\$ -		\$ 509,172	
Fund Balance - Ending	\$ -		\$ 715,334	

Windward
Community Development District
Debt Service Fund - Series 2018-A1
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues				
Assessments - 2018 A1 Tax Roll	\$ 243,648	\$ 243,648	\$ 244,953	\$ 1,305
Assessments - 2018 A1 Prepayment	\$ -	\$ -	\$ 58,056	\$ 58,056
Interest Income	\$ 6,863	\$ 6,863	\$ 12,626	\$ 5,763
Total Revenues	\$ 250,511	\$ 250,511	\$ 315,636	\$ 65,125
Expenditures:				
Series 2018A-1				
Interest - 11/1	\$ 90,965	\$ 90,965	\$ 90,965	\$ -
Principal - 5/1	\$ 60,000	\$ 60,000	\$ 60,000	\$ -
Interest - 5/1	\$ 90,965	\$ 90,965	\$ 91,180	\$ (215)
Special Call - 5/1	\$ -	\$ -	\$ 15,000	\$ (15,000)
Total Expenditures	\$ 241,930	\$ 241,930	\$ 257,145	\$ (15,215)
Excess (Deficiency) of Revenues over Expenditures	\$ 8,581		\$ 58,491	
Fund Balance - Beginning	\$ 135,308		\$ 260,070	
Fund Balance - Ending	\$ 143,889		\$ 318,561	

Windward
Community Development District
Debt Service Fund - Series 2020-A1
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues				
Assessments - 2020 A1 Tax Roll	\$ 255,379	\$ 255,379	\$ 255,840	\$ 461
Interest Income	\$ 10,876	\$ 10,876	\$ 20,796	\$ 9,920
Total Revenues	\$ 266,255	\$ 266,255	\$ 276,636	\$ 10,381
Expenditures:				
Series 2020A-1				
Interest - 11/1	\$ 85,726	\$ 85,726	\$ 85,726	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 15,000	\$ (15,000)
Principal - 5/1	\$ 85,000	\$ 85,000	\$ 85,000	\$ -
Interest - 5/1	\$ 85,726	\$ 85,726	\$ 85,389	\$ 338
Total Expenditures	\$ 256,453	\$ 256,453	\$ 271,115	\$ (14,663)
Excess (Deficiency) of Revenues over Expenditures	\$ 9,803		\$ 5,521	
Fund Balance - Beginning	\$ 120,934		\$ 257,074	
Fund Balance - Ending	\$ 130,736		\$ 262,595	

Windward
Community Development District
Debt Service Fund - Series 2020-A2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
Revenues				
Assessments - 2020 A2 Direct	\$ 81,840	\$ 81,840	\$ 51,480	\$ (30,360)
Assessments - Prepayments	\$ -	\$ -	\$ 1,335,760	\$ 1,335,760
Interest Income	\$ 14,777	\$ 14,777	\$ 14,515	\$ (263)
Total Revenues	\$ 96,617	\$ 96,617	\$ 1,401,755	\$ 1,305,137
Expenditures:				
Series 2020A-2				
Interest - 11/1	\$ 40,920	\$ 40,920	\$ 31,130	\$ 9,790
Special Call - 11/1	\$ -	\$ -	\$ 245,000	\$ (245,000)
Interest - 2/1	\$ -	\$ -	\$ 5,610	\$ (5,610)
Special Call - 2/1	\$ -	\$ -	\$ 510,000	\$ (510,000)
Interest - 5/1	\$ 40,920	\$ 40,920	\$ 14,520	\$ 26,400
Special Call - 5/1	\$ -	\$ -	\$ 660,000	\$ (660,000)
Interest - 8/1	\$ -	\$ -	\$ 2,310	\$ (2,310)
Total Expenditures	\$ 81,840	\$ 81,840	\$ 1,468,570	\$ (1,386,730)
Excess (Deficiency) of Revenues over Expenditures	\$ 14,777		\$ (66,815)	
Fund Balance - Beginning	\$ 561,508		\$ 501,694	
Fund Balance - Ending	\$ 576,285		\$ 434,879	

Windward
Community Development District
Capital Projects Fund - Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues</u>				
Interest	\$ -	\$ -	\$ 256	\$ 256
Total Revenues	\$ -	\$ -	\$ 256	\$ 256
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 256	
Fund Balance - Beginning	\$ -		\$ 5,728	
Fund Balance - Ending	\$ -		\$ 5,984	

Windward
Community Development District
Capital Projects Fund - Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues</u>				
Interest	\$ -	\$ -	\$ 102,404	\$ 102,404
Total Revenues	\$ -	\$ -	\$ 102,404	\$ 102,404
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ 2,025	\$ (2,025)
Total Expenditures	\$ -	\$ -	\$ 2,025	\$ (2,025)
Excess Revenues (Expenditures)	\$ -		\$ 100,379	
Fund Balance - Beginning	\$ -		\$ 2,723,279	
Fund Balance - Ending	\$ -		\$ 2,823,658	

Windward
Community Development District
Capital Reserve
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Revenues</u>				
Interest	\$ -	\$ -	\$ 932	\$ 932
Total Revenues	\$ -	\$ -	\$ 932	\$ 932
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 932	
<u>Other Financing Sources/(Uses)</u>				
Transfer In (Out)	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Total Other Financing Sources (Uses)	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
Net Change in Fund Balance	\$ 50,000		\$ 50,932	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ 50,000		\$ 50,932	

Windward
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<u>Revenues</u>													
Assessments - Tax Roll	\$ -	\$ 269,652	\$ 971,245	\$ 30,546	\$ 31,235	\$ 13,494	\$ 40,859	\$ 15,552	\$ 13,359	\$ 64	\$ -	\$ -	\$ 1,386,006
Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,853	\$ 3,284	\$ 3,132	\$ 2,914	\$ 2,914	\$ 2,489	\$ 17,586
Total Revenues	\$ -	\$ 269,652	\$ 971,245	\$ 30,546	\$ 31,235	\$ 13,494	\$ 43,712	\$ 18,837	\$ 16,491	\$ 2,978	\$ 2,914	\$ 2,489	\$ 1,403,592
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisors Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ 788	\$ 175	\$ 842	\$ 1,728	\$ 928	\$ 501	\$ 2,521	\$ 250	\$ 3,150	\$ -	\$ -	\$ -	\$ 10,882
Attorney	\$ 1,915	\$ 2,048	\$ -	\$ 11,147	\$ 4,717	\$ 5,228	\$ 5,537	\$ 5,749	\$ 5,509	\$ 3,724	\$ 5,679	\$ -	\$ 51,251
Arbitrage	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ 1,350
Dissemination	\$ 1,442	\$ 842	\$ 842	\$ 1,342	\$ 842	\$ 842	\$ 1,342	\$ 842	\$ 842	\$ 1,442	\$ 842	\$ 842	\$ 12,301
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,600
Trustee Fees	\$ -	\$ 3,704	\$ 3,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,802
Assessment Administration	\$ 5,565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,565
Management Fees	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 45,000
Information Technology	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 162	\$ 1,948
Website Maintenance	\$ 93	\$ 93	\$ 93	\$ 93	\$ 93	\$ 93	\$ 93	\$ 93	\$ 93	\$ 93	\$ 93	\$ 93	\$ 1,113
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 82	\$ 6	\$ 145	\$ 96	\$ 214	\$ 362	\$ 292	\$ 162	\$ 69	\$ 178	\$ 212	\$ 2	\$ 1,820
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Binding	\$ 7	\$ -	\$ 154	\$ 15	\$ 22	\$ 22	\$ 23	\$ 84	\$ 9	\$ 15	\$ 149	\$ 11	\$ 510
Insurance	\$ 6,817	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,817
Legal Advertising	\$ -	\$ 759	\$ 212	\$ 461	\$ -	\$ 253	\$ -	\$ -	\$ -	\$ 594	\$ -	\$ -	\$ 2,280
Other Current Charges	\$ 41	\$ 41	\$ 41	\$ 41	\$ 78	\$ 45	\$ 44	\$ 44	\$ 44	\$ -	\$ 1	\$ 1	\$ 423
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3
Property Appraiser	\$ -	\$ -	\$ -	\$ 201	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 201
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 20,838	\$ 12,030	\$ 9,339	\$ 19,035	\$ 10,806	\$ 17,858	\$ 13,763	\$ 12,036	\$ 13,628	\$ 9,958	\$ 10,888	\$ 4,861	\$ 155,041

Windward
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Operation & Maintenance													
Field Expenditures													
Field Services	\$ 1,550	\$ 1,550	\$ 1,550	\$ 1,550	\$ 1,550	\$ 1,550	\$ 1,550	\$ 1,550	\$ 1,550	\$ 1,550	\$ 1,550	\$ 1,550	\$ 18,598
Facility Maintenance	\$ -	\$ 1,699	\$ 827	\$ 1,165	\$ -	\$ 465	\$ 206	\$ 8,951	\$ 300	\$ 227	\$ -	\$ 218	\$ 14,057
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ 12,231	\$ 12,186	\$ 11,878	\$ 11,107	\$ 11,401	\$ 11,526	\$ 11,588	\$ 15,520	\$ 7,261	\$ 11,696	\$ 11,655	\$ 7,799	\$ 135,848
Water & Sewer	\$ 39,730	\$ 114,498	\$ 39,751	\$ 38,672	\$ 70,795	\$ 54,012	\$ 62,512	\$ 53,202	\$ 21,725	\$ 11,667	\$ 9,586	\$ 3,961	\$ 520,111
Security Building Maintenance	\$ 387	\$ 289	\$ 24	\$ 24	\$ 359	\$ 694	\$ 219	\$ 538	\$ 4,681	\$ 878	\$ 2,619	\$ 24	\$ 10,736
Landscape Maintenance	\$ 19,737	\$ 19,737	\$ 19,737	\$ 19,737	\$ 19,737	\$ 9,450	\$ 18,090	\$ 12,804	\$ 34,812	\$ 8,962	\$ 13,337	\$ -	\$ 196,140
Landscape Contingency	\$ -	\$ -	\$ -	\$ 3,238	\$ -	\$ 3,122	\$ -	\$ 11,130	\$ -	\$ 17,885	\$ 9,330	\$ -	\$ 44,704
Property Insurance	\$ 6,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 339	\$ -	\$ -	\$ -	\$ 6,379
Fountain Maintenance	\$ 775	\$ 775	\$ 775	\$ 798	\$ 973	\$ 798	\$ 798	\$ 1,943	\$ 750	\$ 750	\$ 750	\$ 1,750	\$ 11,636
Lake Maintenance	\$ 375	\$ 2,575	\$ 375	\$ 2,575	\$ 375	\$ 2,575	\$ 375	\$ 375	\$ 2,575	\$ 375	\$ 2,575	\$ -	\$ 15,125
Irrigation Repairs	\$ 1,839	\$ 686	\$ 938	\$ 1,050	\$ 1,918	\$ 649	\$ 3,056	\$ 374	\$ 1,867	\$ 597	\$ 394	\$ -	\$ 13,370
Lighting Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Monument Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ 2,533	\$ 1,270	\$ 470	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120	\$ 452	\$ 120	\$ 120	\$ 120	\$ 5,684
Total Operations & Maintenance Expenses	\$ 85,196	\$ 155,265	\$ 76,326	\$ 80,035	\$ 107,228	\$ 84,961	\$ 98,514	\$ 106,506	\$ 76,313	\$ 54,708	\$ 51,917	\$ 15,421	\$ 992,389
Total Expenditures	\$ 106,034	\$ 167,295	\$ 85,665	\$ 99,070	\$ 118,035	\$ 102,819	\$ 112,277	\$ 118,542	\$ 89,941	\$ 64,666	\$ 62,804	\$ 20,282	\$ 1,147,429
Excess (Deficiency) of Revenues over Expenditures	\$ (106,034)	\$ 102,357	\$ 885,580	\$ (68,524)	\$ (86,800)	\$ (89,325)	\$ (68,565)	\$ (99,705)	\$ (73,450)	\$ (61,688)	\$ (59,890)	\$ (17,793)	\$ 256,163
Other Financing Sources/(Uses)													
Transfer In/Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000)
Net Change in Fund Balance	\$ (106,034)	\$ 102,357	\$ 885,580	\$ (68,524)	\$ (86,800)	\$ (139,325)	\$ (68,565)	\$ (99,705)	\$ (73,450)	\$ (61,688)	\$ (59,890)	\$ (17,793)	\$ 206,163

Windward

Community Development District

LONG TERM DEBT REPORT

SERIES 2018A-1, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	4.500%, 5.100%, 5.700%, 5.800%	
MATURITY DATE:	5/1/2049	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$121,438	
RESERVE FUND BALANCE	\$121,438	
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)
PRINCIPAL PAYMENT - 05/01/25		(\$60,000)
SPECIAL CALL - 08/01/25		(\$15,000)
CURRENT BONDS OUTSTANDING		\$3,120,000

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

Windward

Community Development District

LONG TERM DEBT REPORT

SERIES 2020A-1, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	3.00%, 3.650%, 4.250%, 4.500%	
MATURITY DATE:	5/1/2051	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$127,319	
RESERVE FUND BALANCE	\$127,319	
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)
PRINCIPAL PAYMENT - 05/01/25		(\$85,000)
CURRENT BONDS OUTSTANDING		\$3,895,000

SERIES 2020A-2, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	4.400%	
MATURITY DATE:	11/1/2035	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL INTEREST	
RESERVE FUND REQUIREMENT	\$4,620	
RESERVE FUND BALANCE	\$4,742	
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 - 08/01/24		(\$445,000)
SPECIAL CALL - 11/01/24		(\$245,000)
SPECIAL CALL - 02/01/25		(\$510,000)
SPECIAL CALL - 05/01/25		(\$450,000)
CURRENT BONDS OUTSTANDING		\$210,000

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

							ASSESSED THROUGH COUNTY			
							73.46%	12.98%	13.56%	100.00%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	General Fund	S2018 A1 DSF Portion	S2020 A1 DSF Portion	Total
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
02/10/25	ACH	\$909.98	\$0.00	(\$18.20)	\$0.00	\$891.78	\$655.08	\$115.78	\$120.92	\$891.78
02/10/25	ACH	\$42,478.43	\$0.00	(\$849.57)	\$0.00	\$41,628.86	\$30,579.74	\$5,404.46	\$5,644.66	\$41,628.86
03/11/25	ACH	\$900.22	\$0.00	(\$18.00)	\$0.00	\$882.22	\$648.07	\$114.53	\$119.62	\$882.22
03/11/25	ACH	\$17,843.83	\$0.00	(\$356.88)	\$0.00	\$17,486.95	\$12,845.57	\$2,270.24	\$2,371.14	\$17,486.95
04/09/25	ACH	\$13,236.25	\$0.00	(\$264.73)	\$0.00	\$12,971.52	\$9,528.62	\$1,684.03	\$1,758.87	\$12,971.52
04/09/25	ACH	\$43,345.32	\$0.00	(\$866.90)	\$0.00	\$42,478.42	\$31,203.82	\$5,514.75	\$5,759.85	\$42,478.42
04/30/25	ACH	\$0.00	\$0.00	\$0.00	\$172.65	\$172.65	\$126.83	\$22.41	\$23.41	\$172.65
05/12/25	ACH	\$3,001.49	\$0.00	(\$60.03)	\$0.00	\$2,941.46	\$2,160.74	\$381.87	\$398.85	\$2,941.46
05/12/25	ACH	\$18,602.35	\$0.00	(\$372.05)	\$0.00	\$18,230.30	\$13,391.62	\$2,366.75	\$2,471.93	\$18,230.30
06/09/25	ACH	\$7,395.64	\$0.00	(\$147.92)	\$0.00	\$7,247.72	\$5,324.04	\$940.93	\$982.75	\$7,247.72
06/16/25	ACH	\$11,161.41	\$0.00	(\$223.23)	\$0.00	\$10,938.18	\$8,034.97	\$1,420.05	\$1,483.16	\$10,938.18
07/30/25	ACH	\$0.00	\$0.00	\$0.00	\$87.57	\$87.57	\$64.33	\$11.37	\$11.87	\$87.57
TOTAL		\$ 1,923,468.96	\$ -	\$ (38,469.39)	\$ 1,800.49	\$ 1,886,800.06	\$ 1,386,006.36	\$ 244,953.45	\$ 255,840.25	\$ 1,886,800.06

101%	Gross Percent Collected
\$ -	Balance Remaining to Collect

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
3/24/25	4/1/25	10270	\$25,740.00	\$25,740.00	\$25,740.00
9/24/25	10/1/25	10797	\$25,740.00	\$25,740.00	\$25,740.00
			\$ 51,480.00	\$ 51,480.00	\$ 51,480.00

Windward
Community Development District
Utility Schedule
Fiscal Year 2025

ACCOUNT#	SERVICE ADDRESS	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	TOTAL
Toho Water Authority														
622453-033088619	7900 Four Seasons Even Boulevard Fountain	\$92.45	\$122.57	\$141.13	\$150.41	\$159.69	\$159.69	\$164.33	\$29.77	\$18.17	\$15.85	\$18.17	\$22.81	\$1,095.04
622453-033088639	7900 Four Seasons Odd Boulevard Fountain	\$46.04	\$50.65	\$50.65	\$46.01	\$48.33	\$43.69	\$41.37	\$39.05	\$32.09	\$34.41	\$32.09	\$34.41	\$498.79
622453-033089609	7980 Four Seasons Boulevard GH	\$26.72	\$28.05	\$28.05	\$28.05	\$28.05	\$28.05	\$28.05	\$28.05	\$28.05	\$28.05	\$28.05	\$25.13	\$332.35
622453-033278979	7700 Four Seasons Block Even	\$51,015.41	\$68,873.08	\$48,855.58	\$41,955.58	\$57,315.58	\$61,020.58	\$60,833.08	\$65,384.23	\$50,451.73	\$31,221.73	\$19,546.76	\$15,301.76	\$571,775.10
622453-033174559	0 Four Seasons Boulevard - Not on Autopay	\$28,113.85	\$45,423.95	\$47,823.95	\$44,831.42	\$56,636.45	\$49,736.45	\$56,823.95	\$46,548.95	\$27,161.45	\$19,173.95	\$15,159.26	\$11,859.26	\$449,292.89
TOTALS		\$79,294.47	\$114,498.30	\$96,899.36	\$87,011.47	\$114,188.10	\$110,988.46	\$117,890.78	\$112,030.05	\$77,691.49	\$50,473.99	\$34,784.33	\$27,243.37	\$1,022,994.17
Duke Energy														
9100 8619 5059	24081 Sandy Creek Trl - Irrigation	\$30.80	\$30.80	\$30.80	\$30.80	\$30.80	\$30.80	\$0.00	\$30.80	\$30.80	\$0.00	\$30.80		\$277.20
9100 8619 5281	7980 Four Seasons Blvd - Guard House	\$145.34	\$146.38	\$156.72	\$166.38	\$145.55	\$167.73	\$164.07	\$204.26	\$237.60	\$237.77	\$241.04		\$2,012.84
9100 8619 5497	79811 Four Seasons Blvd, Entrance Lighting	\$750.00	\$702.63	\$762.65	\$618.08	\$771.13	\$796.33	\$801.47	\$783.15	\$791.66	\$903.12	\$815.20	\$712.50	\$9,207.92
9100 8619 5801	4 SEASONS PHIB SL	\$1,704.42	\$1,704.42	\$1,542.59	\$1,542.59	\$1,584.50	\$1,584.50	\$1,584.50	\$1,584.50	\$1,462.29	\$1,584.77	\$1,584.94		\$17,464.02
9100 8619 6042	7701 Four Seasons Blvd - Gate Entrance Light	\$30.80	\$30.80	\$32.57	\$31.20	\$32.18	\$33.20	\$36.02	\$34.21	\$33.87	\$36.16	\$34.68	\$35.52	\$401.21
9100 8619 6274	77001 Four Seasons Blvd Gate - Lite Irrigation	\$60.14	\$59.27	\$64.54	\$59.72	\$61.53	\$53.37	\$49.03	\$47.53	\$48.69	\$47.54	\$51.38		\$602.74
9100 8619 6513	17031 Key Bay Trail, Irrigation Timer	\$30.80	\$30.80	\$30.80	\$30.80	\$30.80	\$30.80	\$61.60	\$0.00	\$30.80	\$0.00	\$0.00		\$277.20
9100 8619 6761	78151 Four Seasons Blvd, Landscape Lighting	\$49.73	\$50.61	\$55.19	\$50.89	\$52.85	\$50.71	\$47.37	\$45.69	\$46.86	\$45.38	\$49.89		\$545.17
9100 8619 6977	000 Sand Hill Rd,Lite	\$1,725.31	\$1,725.31	\$1,725.31	\$1,538.96	\$1,538.96	\$1,591.74	\$1,591.74	\$1,591.74	\$1,469.53	\$1,591.74	\$1,592.07	\$1,592.27	\$19,274.68
9100 8619 7366	000 Shadow Tree Ln Lite	\$4,220.57	\$4,220.57	\$4,220.57	\$3,856.65	\$3,914.66	\$4,031.30	\$4,031.30	\$4,031.30	\$3,917.61	\$4,031.30	\$4,032.03	\$4,032.49	\$48,540.35
9100 8619 7572	0000 Four Seasons Blvd, Lite	\$1,524.28	\$1,524.28	\$1,394.99	\$1,394.99	\$1,425.56	\$1,425.56	\$1,425.56	\$1,425.56	\$1,315.76	\$1,425.76	\$1,425.88	\$1,425.88	\$17,134.06
9100 8619 7829	21051 Pebble Passage, Lite Irrigation	\$61.77	\$62.19	\$66.06	\$60.95	\$62.88	\$51.36	\$45.69	\$42.86	\$44.03	\$42.69	\$46.53		\$587.01
9100 8619 8052	79011 Hanson Bay Pl - Irrg	\$30.80	\$30.80	\$30.80	\$30.80	\$30.80	\$30.80	\$30.80	\$61.60	\$30.80	\$30.80	\$30.80		\$369.60
9101 5373 0124	000 Four Seasons Lite	\$1,832.67	\$1,832.67	\$1,727.57	\$1,656.51	\$1,680.67	\$1,609.61	\$1,680.67	\$1,680.67	\$1,680.67	\$1,680.82	\$1,680.93		\$18,743.46
9101 6904 8932	21421 Limestone Trl	\$16.94	\$16.94	\$18.33	\$18.85	\$18.96	\$19.05	\$19.07	\$19.05	\$19.10	\$19.35	\$38.74		\$224.38
9101 6905 1747	23131 Seagrass Pt RET-POND	\$16.94	\$17.34	\$18.87	\$18.81	\$18.97	\$19.02	\$19.05	\$19.15	\$19.03	\$19.15	\$0.00		\$186.33
TOTALS		\$12,231.31	\$12,185.81	\$11,878.36	\$11,106.98	\$11,400.80	\$11,525.88	\$11,587.94	\$11,602.07	\$11,179.10	\$11,696.35	\$11,654.91	\$7,798.66	\$135,848.17
GRAND TOTAL		\$91,525.78	\$126,684.11	\$108,777.72	\$98,118.45	\$125,588.90	\$122,514.34	\$129,478.72	\$123,632.12	\$88,870.59	\$62,170.34	\$46,439.24	\$35,042.03	\$1,158,842.34

Paid

SECTION D

Windward CDD

Front Entrance Landscape Enhancements Phase 3

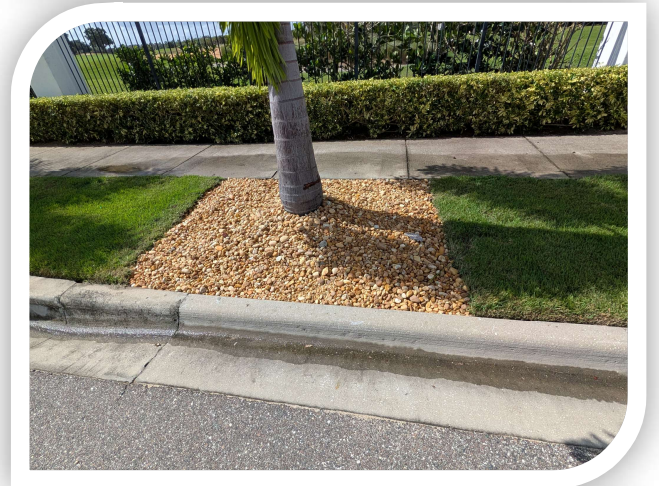


October 15th, 2025
Jarett Wright
Senior Field Manager
GMS

In Progress

Front Entrance Enhancements

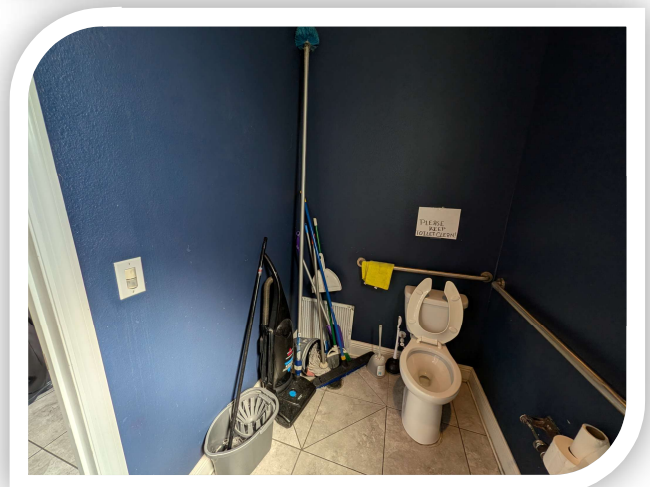
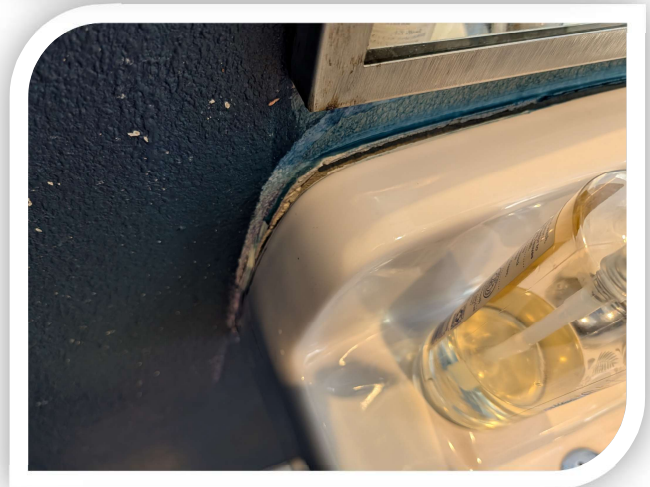
- ✚ The exit side monument fountain had bubblers installed to match the entrance.
- ✚ All palm tree beds along the entrance and exit of the FSB gate had rock installed to improve aesthetics.
- ✚ The remaining areas adjacent to the guardhouse had rock installed.
- ✚ Minor landscaping and irrigation adjustments in these areas are still being performed.
- ✚ Hedges along the golf course are being trimmed / removed to improve resident and guests' safety.
- ✚ Painting of the guardhouse and installation of the Christmas and canister lights are planned for the end of October.



In Progress

Guardhouse Repairs

- ✚ The AC was reported to not be working at the guardhouse. The thermostat programming was reset and is now operational. Frank Gay's is inspecting the system to ensure proper coolant levels and overall operation is adequate.
- ✚ The sink is pulling away from the wall. The issue will be repaired and new caulk will be installed to prevent moisture damage.
- ✚ Planning to install storage racks and cabinets for the cleaning supplies.
- ✚ Multiple cabinets are missing handles or are damaged.
- ✚ Attic access panel frame will be repaired and caulked.
- ✚ Baseboards and doors will be deep cleaned. The tile floors will be steam mopped to remove dirt buildup.



In Progress

Sidewalk Lifting

✚ Gathering quotes to conduct foundation injections to lift the uneven surfaces of the sidewalk. This process will be much more efficient than grinding due to the number of needs in the community. This will help to reduce future concerns from tree roots in these areas.



Site Items

Key Bay Trail / Four Seasons Endcap

- ✚ Recommend replacing multiple damaged areas near the Key Bay Trail conservation area and dry pond with Bahia sod.
- ✚ Fencing around the well was removed by KHOV.
- ✚ Recommend filling in area adjacent to Key Bay Trail with dirt and Bahia sod to mitigate potential damage to the stormwater structure and improve safety.



Site Items

Key Bay Trail / Four Seasons Endcap

- ✚ All CDD dry ponds were disced.
- ✚ Recommend removing excess foliage from the Key Bay Trail headwall channel and adding spray treatments to the aquatic maintenance schedule to ensure there is no flow restrictions.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-750-3599, or by email at JWright@gmscfl.com. Thank you.

Respectfully,
Jarett Wright