## Windward Community Development District

Wednesday October 15, 2025 10:00 AM Four Seasons Clubhouse 7813 Four Seasons Blvd. Kissimmee, FL

### **Workshop Meeting**

- 1. Call to Order
- 2. Roll Call
- 3. Discussion of HOA Requests
- 4. Review of Revised Fiscal Year 2026 Budget
- 5. Discussion of Security Services
- 6. Discussion of Bike Lane
- 7. Counsel Items
- 8. Maintenance Items
  - A. Sidewalk Repairs
- 9. Management Items
  - A. District Checks- Review for Agenda
- 10. Adjournment

## **SECTION III**

From: MaryEllen McCormick <mmccormick4seasons@gmail.com>

Subject: Two FSO HOA items for the CDD Board

**Date:** October 6, 2025 at 10:56:28 AM EDT **To:** Jason Showe <jshowe@gmscfl.com>

Dear Jason,

I am writing to you as a representative of our FSO HOA board with two items to share with you all.

First, we are excited to share that our HOA board plans to fund two more AED machines (defibulators) in our community. Currently we have two of these machines inside and outside the clubhouse.

When these life saving machines were installed a few years ago by the KHov board it was announced that the intent was to have four in total placed throughout the community for access to all residents. Currently our board has approved the purchasing and installing of these two additional systems. We are writing to request permission to install one AED machine outside the main gate entrance building. This will be paid for and maintained by the HOA. The gatehouse building is a central location for residents from phases one and two of our community.

The AED machine in our clubhouse is located in the main hall outside the kitchen, this is the exact product with a white box casing that we are requesting to be placed outside the guardhouse with your permission. Please let me know if you have any questions.

Second, the HOA board plans to purchase locks for the Irrigation boxes throughout the community that are under our purview in order to monitor access. Our landscape committee researched a bluetooth lock with keypad access that can allow numerous users with the ability to track those users.

Currently we plan to purchase one unit as an experiment. Here is the link to the lock we are interested in purchasing: https://a.co/d/hWfmPLz

This lock comes with software that all users can either download via an app or sign up via a web site. Users will then be able to access the box with the lock's keypad. Our plan is to give access to our board members working with Irrigation and landscaping as well as our Landscape company.

We welcome your questions on our plans for attaching bluetooth irrigation locks and hope for your support of the AED placement.

Sincerely,

MaryEllen McCormick HOA Vice President HOA Landscape Committee Board Co- Liaison

MaryEllen McCormick
FSO HOA Board Member

MaryEllen McCormick FSO HOA Board Member

## **SECTION IV**

Community Development District

Adopted Budget FY 2026



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## Community Development District Adopted Budget General Fund

Description	Adopted Budget FY2025	Actuals Thru 6/30/25	Projected Next 3 Months	Projected Thru 9/30/25		Adopted Budget FY2026	Forecast #1 FY2026		
Revenues									
Assessments - Tax Roll/Direct	\$ 1,378,623	\$ 1,385,942	\$ -	\$	1,385,942	\$ 1,378,623	\$	1,378,623	
Interest Income	\$ -	\$ 9,269	\$ 3,090	\$	12,359	\$ 6,179	\$	-	
Miscellaneous Revenue	\$ 7,521	\$ -	\$ -	\$	-	\$ -	\$	-	
<b>Total Revenues</b>	\$ 1,386,144	\$ 1,395,211	\$ 3,090	\$	1,398,301	\$ 1,384,802	\$	1,378,623	
<b>Expenditures</b>									
<u>Administrative</u>									
Supervisors Fees	\$ 4,800	\$ -	\$ 1,200	\$	1,200	\$ 4,800	\$	12,000	
FICA Expense	\$ 367	\$ -	\$ 92	\$	92	\$ 367	\$	500	
Engineering	\$ 16,000	\$ 7,732	\$ 4,000	\$	11,732	\$ 16,000	\$	16,000	
Attorney	\$ 25,000	\$ 31,623	\$ 6,250	\$	37,873	\$ 25,000	\$	50,000	
Arbitrage	\$ 900	\$ 1,350	\$ -	\$	1,350	\$ 900	\$	900	
Dissemination	\$ 10,101	\$ 7,576	\$ 2,525	\$	10,101	\$ 10,404	\$	10,101	
Reamortization Schedules	\$ -	\$ 1,600	\$ 500	\$	2,100	\$ 2,100	\$	-	
Annual Audit	\$ 6,500	\$ 6,600	\$ -	\$	6,600	\$ 6,700	\$	6,500	
Trustee Fees	\$ 8,008	\$ 6,802	\$ -	\$	6,802	\$ 8,008	\$	8,008	
Assessment Administration	\$ 5,565	\$ 5,565	\$ -	\$	5,565	\$ 5,732	\$	5,565	
Management Fees	\$ 45,000	\$ 33,750	\$ 11,250	\$	45,000	\$ 55,000	\$	55,000	
Information Technology	\$ 1,948	\$ 1,461	\$ 487	\$	1,948	\$ 2,006	\$	1,948	
Website Maintenace	\$ 1,113	\$ 835	\$ 278	\$	1,113	\$ 1,146	\$	1,113	
Telephone	\$ 125	\$ -	\$ 31	\$	31	\$ 125	\$	125	
Postage	\$ 800	\$ 1,428	\$ 200	\$	1,628	\$ 800	\$	800	
Travel Per Diem	\$ 660	\$ -	\$ -	\$	-	\$ -	\$	660	
Printing & Binding	\$ 500	\$ 335	\$ 125	\$	460	\$ 500	\$	500	
Insurance	\$ 6,817	\$ 6,817	\$ -	\$	6,817	\$ 8,810	\$	6,817	
Legal Advertising	\$ 1,500	\$ 1,686	\$ 375	\$	2,061	\$ 1,500	\$	1,500	
Other Current Charges	\$ 2,000	\$ 421	\$ 500	\$	921	\$ 2,000	\$	2,000	
Office Supplies	\$ 150	\$ 2	\$ 38	\$	40	\$ 150	\$	150	
Property Appraiser	\$ 500	\$ 201	\$ -	\$	201	\$ 500	\$	500	
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$	175	\$ 175	\$	175	
<u>Total Adminstrative</u>	\$ 138,529	\$ 115,957	\$ 27,851	\$	143,808	\$ 152,724	\$	180,862	

#### **Community Development District**

#### Adopted Budget General Fund

Description	Adopted Budget FY2025		Actuals Thru 6/30/25		Projected Next 3 Months		Projected Thru 9/30/25		Adopted Budget FY2026		Forecast #1 FY2026
Operation & Maintenance											
Field Services	\$ 18,598	\$	13,948	\$	4,649	\$	18,598	\$	30,000	\$	24,000
General Repairs and Maintenance	\$ 18,500	\$	4,354	\$	4,625	\$	8,979	\$	15,000	\$	18,500
Electric	\$ 160,009	\$	98,906	\$	39,219	\$	138,125	\$	151,938	\$	160,009
Water & Sewer	\$ 602,808	\$	467,657	\$	165,547	\$	633,204	\$	600,600	\$	300,000
Security Building Maintenance	\$ 15,000	\$	4,609	\$	3,750	\$	8,359	\$	15,000	\$	15,000
Landscape Maintenance	\$ 237,000	\$	173,841	\$	59,211	\$	233,052	\$	237,000	\$	260,000
Landscape Contingency	\$ 50,000	\$	3,238	\$	12,500	\$	15,738	\$	50,000	\$	149,552
Property Insurance	\$ 10,000	\$	6,379	\$	-	\$	6,379	\$	10,000	\$	10,000
Fountain Maintenance	\$ 14,600	\$	7,636	\$	3,650	\$	11,286	\$	14,600	\$	14,600
Lake Maintenance	\$ 22,100	\$	11,800	\$	5,525	\$	17,325	\$	22,100	\$	22,100
Irrigation Repairs	\$ 30,000	\$	10,370	\$	7,500	\$	17,870	\$	30,000	\$	100,000
Roadway Maintenance	\$ 9,000	\$	-	\$	2,250	\$	2,250	\$	9,000	\$	9,000
Contingency	\$ 10,000	\$	4,993	\$	2,500	\$	7,493	\$	9,000	\$	65,000
Total Operation & Maintenance	\$ 1,197,615	\$	807,731	\$	310,926	\$	1,118,658	\$	1,194,238	\$	1,147,761
Other Expenditures											
Capital Reserves - Transfer	\$ 50,000	\$	50,000	\$	-	\$	50,000	\$	37,841	\$	50,000
<u>Total Other Expenditures</u>	\$ 50,000	\$	50,000	\$	-	\$	50,000	\$	37,841	\$	50,000
Total Expenditures	\$ 1,386,144	\$	973,688	\$	338,777	\$	1,312,466	\$	1,384,802	\$	1,378,623
Excess Revenues/(Expenditures)	\$ -	\$	421,523	\$	(335,688)	\$	85,835	\$	-	\$	-

 Net Assessment
 \$ 1,378,623

 Collection Cost (6%)
 \$ 87,997

 Gross Assessment
 \$ 1,466,620

Number of Units 553

Gross Per Unit \$ 2,652 Net Per Unit \$ 2,493

 FY2025 Gross
 FY2026 Gross
 Increase/(Decrease)

 \$ 2652
 \$ 2652
 \$

#### **Community Development District**

**GENERAL FUND BUDGET** 

#### **REVENUES:**

#### **Assessments**

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

#### **EXPENDITURES:**

#### **Administrative:**

#### Supervisor Fees

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

#### FICA Expense

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

#### **Engineering**

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

#### <u>Attorney</u>

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

#### **Arbitrage**

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

#### **Community Development District**

**GENERAL FUND BUDGET** 

#### **Dissemination**

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

#### Reamortization Schedules

Represents the cost of having revised amortization schedules issued on the District's bonds when extraordinary redemptions are made.

#### Annual Audit

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

#### Trustee Fees

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

#### Assessment Administration

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

#### Management Fees

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

#### Information Technology

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

#### Website Maintenance

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

#### Telephone

Telephone and fax machine.

#### **Community Development District**

**GENERAL FUND BUDGET** 

#### **Postage**

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

#### Travel Per Diem

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

#### Printing & Binding

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

#### **Insurance**

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

#### Legal Advertising

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

#### Other Current Charges

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

#### Office Supplies

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

#### Property Appraiser

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

#### Dues, Licenses & Subscriptions

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

#### **Operation and Maintenance:**

#### Field Services

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

#### **Community Development District**

**GENERAL FUND BUDGET** 

#### General Repairs and Maintenance

Represents estimated costs for facility maintenance.

#### **Electric**

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

#### Water & Sewer

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

#### Security Building Maintenance

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

#### Landscape Maintenance

The District will maintain the landscaping within the common areas of the District after installation of landscape material has been completed. Prince & Sons, Inc provides these services.

Description	Monthly	Annual
Landscape Maintenance	\$20,000	\$240,000
Contingency	<u> </u>	\$20,000
Total		\$260,000

#### Landscape Contingency

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

#### Property Insurance

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

#### Fountain Maintenance

The District will schedule the regularly cleaning and treatment of the fountain maintained by the District. The District will be contracting with Lexington Pool & Maintenance, LLC.

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

#### **Community Development District**

**GENERAL FUND BUDGET** 

#### Lake Maintenance

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

#### Irrigation Repairs

Represents estimated costs for any repairs to the irrigation system.

#### Roadway Maintenance

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

#### **Contingency**

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

#### **Other Expenditures:**

#### Capital Reserves - Transfer

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

### **Community Development District**

## Adopted Budget Debt Service Fund Series 2018 A-1

Description		Adopted Budget FY2025		Actuals Thru 6/30/25		Projected Next Months		Projected Thru 9/30/25	Adopted Budget FY2026		
Revenues											
Special Assessments - 2018 A1 Tax Roll	\$	243,648	\$	244,942	\$	-	\$	244,942	\$	243,648	
Special Assessments - 2018 A1 Prepayment	\$	-	\$	11,611	\$	-	\$	11,611	\$	-	
Interest Income	\$	6,863	\$	9,726	\$	3,242	\$	12,968	\$	6,484	
Carry Forward Surplus	\$	135,308	\$	138,632	\$	-	\$	138,632	\$	151,223	
Total Revenues	\$	385,819	\$	404,911	\$	3,242	\$	408,153	\$	401,355	
<b>Expenditures</b>											
<u>Series 2018A-1</u>											
Interest - 11/1	\$	90,965	\$	90,965	\$	-	\$	90,965	\$	89,005	
Principal - 5/1	\$	60,000	\$	60,000	\$	-	\$	60,000	\$	65,000	
Interest - 5/1	\$	90,965	\$	90,965	\$	-	\$	90,965	\$	89,005	
Special Call 8/1	\$	-	\$	-	\$	15,000	\$	15,000	\$	-	
Total Expenditures	\$	241,930	\$	241,930	\$	15,000	\$	256,930	\$	243,010	
Excess Revenues/(Expenditures)	\$	143,889	\$	162,981	\$	(11,758)	\$	151,223	\$	158,345	
*Carry forward less amount in Reserve funds.											

Number of Units	Net per Unit	Net Assessment
270	\$902	\$243.648

Interest - 11/1/2026 \$87,348

Total \$87,348

#### Community Development District Series 2018 A-1 Special Assessment Bonds

#### eries 2018 A-1 Special Assessment Bo Amortization Schedule

Date	Balance	Prinicpal	Interest		Total
11/01/25	\$ 3,120,000.00	\$ -	\$ 89,005.00	\$	89,005.00
05/01/26	\$ 3,120,000.00	\$ 65,000.00	\$ 89,005.00		
11/01/26	\$ 3,055,000.00	\$ -	\$ 87,347.50	\$	241,352.50
05/01/27	\$ 3,055,000.00	\$ 65,000.00	\$ 87,347.50		
11/01/27	\$ 2,990,000.00	\$ -	\$ 85,690.00	\$	238,037.50
05/01/28	\$ 2,990,000.00	\$ 70,000.00	\$ 85,690.00		
11/01/28	\$ 2,920,000.00	\$ -	\$ 83,905.00	\$	239,595.00
05/01/29	\$ 2,920,000.00	\$ 75,000.00	\$ 83,905.00		
11/01/29	\$ 2,845,000.00	\$ -	\$ 81,992.50	\$	240,897.50
05/01/30	\$ 2,845,000.00	\$ 80,000.00	\$ 81,992.50		
11/01/30	\$ 2,765,000.00	\$ -	\$ 79,712.50	\$	241,705.00
05/01/31	\$ 2,765,000.00	\$ 85,000.00	\$ 79,712.50		
11/01/31	\$ 2,680,000.00	\$ -	\$ 77,290.00	\$	242,002.50
05/01/32	\$ 2,680,000.00	\$ 85,000.00	\$ 77,290.00		
11/01/32	\$ 2,595,000.00	\$ -	\$ 74,867.50	\$	237,157.50
05/01/33	\$ 2,595,000.00	\$ 90,000.00	\$ 74,867.50		
11/01/33	\$ 2,505,000.00	\$ -	\$ 72,302.50	\$	237,170.00
05/01/34	\$ 2,505,000.00	\$ 100,000.00	\$ 72,302.50		
11/01/34	\$ 2,405,000.00	\$ -	\$ 69,452.50	\$	241,755.00
05/01/35	\$ 2,405,000.00	\$ 105,000.00	\$ 69,452.50		
11/01/35	\$ 2,300,000.00	\$ -	\$ 66,460.00	\$	240,912.50
05/01/36	\$ 2,300,000.00	\$ 110,000.00	\$ 66,460.00		
11/01/36	\$ 2,190,000.00	\$ -	\$ 63,325.00	\$	239,785.00
05/01/37	\$ 2,190,000.00	\$ 115,000.00	\$ 63,325.00		
11/01/37	\$ 2,075,000.00	\$ -	\$ 60,047.50	\$	238,372.50
05/01/38	\$ 2,075,000.00	\$ 125,000.00	\$ 60,047.50		
11/01/38	\$ 1,950,000.00	\$ -	\$ 56,485.00	\$	241,532.50
05/01/39	\$ 1,950,000.00	\$ 130,000.00	\$ 56,485.00	_	
11/01/39	\$ 1,820,000.00	\$ -	\$ 52,780.00	\$	239,265.00
05/01/40	\$ 1,820,000.00	\$ 140,000.00	\$ 52,780.00		
11/01/40	\$ 1,680,000.00	\$ -	\$ 48,720.00	\$	241,500.00
05/01/41	\$ 1,680,000.00	\$ 145,000.00	\$ 48,720.00		
11/01/41	\$ 1,535,000.00	\$ -	\$ 44,515.00	\$	238,235.00
05/01/42	\$ 1,535,000.00	\$ 155,000.00	\$ 44,515.00	φ.	
11/01/42	\$ 1,380,000.00	\$ 4670000	\$ 40,020.00	\$	239,535.00
05/01/43	\$ 1,380,000.00	\$ 165,000.00	\$ 40,020.00	φ.	0.40.0
11/01/43	\$ 1,215,000.00	\$ -	\$ 35,235.00	\$	240,255.00

#### Community Development District Series 2018 A-1 Special Assessment Bonds

#### eries 2018 A-1 Special Assessment Bond Amortization Schedule

Date		Prinicpal Interest				Total			
05/01/44	\$	1,215,000.00	\$ 175,000.00	\$	35,235.00				
11/01/44	\$	1,040,000.00	\$ -	\$	30,160.00	\$	240,395.00		
05/01/45	\$	1,040,000.00	\$ 185,000.00	\$	30,160.00				
11/01/45	\$	855,000.00	\$ -	\$	24,795.00	\$	239,955.00		
05/01/46	\$	855,000.00	\$ 195,000.00	\$	24,795.00				
11/01/46	\$	660,000.00	\$ -	\$	19,140.00	\$	238,935.00		
05/01/47	\$	660,000.00	\$ 205,000.00	\$	19,140.00				
11/01/47	\$	455,000.00	\$ -	\$	13,195.00	\$	237,335.00		
05/01/48	\$	455,000.00	\$ 220,000.00	\$	13,195.00				
11/01/48	\$	235,000.00	\$ -	\$	6,815.00	\$	240,010.00		
05/01/49	\$	235,000.00	\$ 235,000.00	\$	6,815.00	\$	241,815.00		
			\$ 3,120,000.00	\$	2,726,515.00	\$	5,846,515.00		

### **Community Development District**

### Adopted Budget Debt Service Fund Series 2020 A-1

Description	Adopted Budget FY2025		Actuals Thru 6/30/25		Projected Next 3 Months		Projected Thru 9/30/25	Adopted Budget FY2026	
<u>Revenues</u>									
Special Assessments - 2020 A1	\$ 255,379	\$	255,828	\$	-	\$	255,828	\$	255,379
Interest Income	\$ 10,876	\$	15,853	\$	5,284	\$	21,137	\$	10,568
Carry Forward Surplus	\$ 120,934	\$	129,755	\$	-	\$	129,755	\$	135,605
Total Revenues	\$ 387,189	\$	401,436	\$	5,284	\$	406,720	\$	401,553
Expenditures									
Series 2020A-1									
Interest - 11/1	\$ 85,726	\$	85,726	\$	-	\$	85,726	\$	84,114
Special Call - 11/1	\$ -	\$	15,000	\$	-	\$	15,000	\$	-
Principal - 5/1	\$ 85,000	\$	85,000	\$	-	\$	85,000	\$	85,000
Interest - 5/1	\$ 85,726	\$	85,389	\$	-	\$	85,389	\$	84,114
<b>Total Expenditures</b>	\$ 256,453	\$	271,115	\$	-	\$	271,115	\$	253,228
Excess Revenues/(Expenditures)	\$ 130,736	\$	130,321	\$	5,284	\$	135,605	\$	148,325

<sup>\*</sup>Carry forward less amount in Reserve funds.

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

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

11/01/25	Date		Balance	Prinicpal	Interest	Total
05/01/26	11/01/07				0.1.10.	2442
11/01/26	, ,			-		84,113.75
05/01/27   \$ 3,810,000.00   \$ 90,000.00   \$ 82,502.50   \$ 23,482.50				85,000.00	·	251 676 25
11/01/27				-		251,070.25
085/01/28				90,000.00		25249250
11/01/28			, ,	90,000,00		233,462.30
05/01/29				90,000.00		250 107 50
11/01/29				95,000,00		230,197.30
05/01/30	, ,	Ф Ф		93,000.00	,	251 021 25
11/01/30				100,000,00		231,021.23
05/01/31		¢		100,000.00		253 262 50
11/01/31				105 000 00		233,202.30
05/01/32   \$   3,330,000.0 \$   110,000.00 \$   73,487.50 \$   254,637.50   11/01/32 \$   3,220,000.00 \$   110,000.00 \$   71,150.00 \$   254,637.50   11/01/33 \$   3,110,000.00 \$   110,000.00 \$   71,150.00 \$   249,962.50   05/01/34 \$   3,110,000.00 \$   15,000.00 \$   668,812.50 \$   -			, ,	103,000.00		254 206 25
11/01/32				110 000 00		231,200.23
05/01/33   \$   3,220,000.0   \$   110,000.00   \$   7,1150.00   \$   \$   \$   \$   \$   \$   \$   \$   \$		\$		110,000.00		254 637 50
11/01/33		\$		110 000 00		234,037.30
05/01/34				110,000.00		249 962 50
11/01/34		\$		115 000 00		£ 17,70£.50
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\$ 3,895,000.00 \$ 2,734,272.50 \$ 6,629,272.50	5/1/51	\$	245,000.00	\$ 245,000.00	\$ 5,512.50	\$ 250,512.50
				\$ 3,895,000.00	\$ 2,734,272.50	\$ 6,629,272.50

## **Community Development District**

### Adopted Budget Debt Service Fund Series 2020 A-2

Description	Adopted Budget FY2025	Actuals Thru 6/30/25	Projected Next 3 Months	Projected Thru 9/30/25	Adopted Budget FY2026
Revenues					
Special Assessments - 2020 A2	\$ 81,840	\$ 25,740	\$ -	\$ 25,740	\$ -
Assessments - Prepayment	\$ -	\$ 1,168,790	\$ -	\$ 1,168,790	\$ -
Interest Income	\$ 14,777	\$ 12,171	\$ 1,352	\$ 13,523	\$ -
Carry Forward Surplus	\$ 561,508	\$ 486,936	\$ -	\$ 486,936	\$ -
<b>Total Revenues</b>	\$ 658,125	\$ 1,693,637	\$ 1,352	\$ 1,694,989	\$ -
Expenditures					
<u>Series 2020A-2</u>					
Interest - 11/1	\$ 40,920	\$ 31,130	\$ -	\$ 31,130	\$ -
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	\$ 14,520	\$ -	\$ 14,520	\$ -
Special Call - 5/1	\$ -	\$ 450,000	\$ -	\$ 450,000	\$ -
Interest - 8/1	\$ -	\$ -	\$ 2,310	\$ 2,310	\$ -
Principal - 8/1	\$ -	\$ -	\$ 210,000	\$ 210,000	\$ -
Total Expenditures	\$ 81,840	\$ 1,256,260	\$ 212,310	\$ 1,468,570	\$ -
Other Financing Sources/(Uses)					
Transfer In (Out)	\$ -	\$ -	\$ (226,419)	\$ (226,419)	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (226,419)	\$ (226,419)	\$ -
Excess Revenues/(Expenditures)	\$ 576,285	\$ 437,377	\$ (437,377)	\$ -	\$ -

 $<sup>\</sup>hbox{*Carry forward less amount in Reserve funds.}$ 

## Community Development District Adopted Budget Capital Reserve Fund

	Adopted Budget FY2025	Actuals Thru 6/30/25	Projected Next 3 Months	Projected Thru 9/30/25	Adopted Budget FY2026
Revenues					
Interest	\$ -	\$ 466	\$ 155	\$ 622	\$ 311
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 277,041
Total Revenues	\$ -	\$ 466	\$ 155	\$ 622	\$ 277,352
<u>Expenditures</u>					
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)					
Transfer In (Out)	\$ 50,000	\$ 50,000	\$ 226,419	\$ 276,419	\$ 37,841
Total Other Financing Sources/(Uses)	\$ 50,000	\$ 50,000	\$ 226,419	\$ 276,419	\$ 37,841
Excess Revenues/(Expenditures)	\$ 50,000	\$ 50,466	\$ 226,575	\$ 277,041	\$ 315,193

## **SECTION VIII**



#### **Customer Contract**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS Customer Initial: X\_ AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.



**Orlando** 3723 Hogshead Rd Apopka, FL 32073 **Phone:** 689-219-3640

Website: www.alphafoundations.com

Licensed Contractor	Date	
CBC1257350	10/8/2025	
Customer and Account Number	Phone (Work or Home)	
Windward CDD	(407)841-5524	
Project Location	E-mail	
7941 Hanson Bay Pl Kissimmee, FL 34747	Jwright@gmscfl.com	
PROPOSED PRODUCTS		QTY
Utilities Protection		1.0
5 Year Annual Service Plan		1.0
Concrete Replacement - 11 Sections - 5' x 5'		275.0
SettleStop PolyRenewal - 99 Areas of Lift/Level		2475.0
Site Work/Obstruction - Damaged & Cracked Slabs		10.0
	Contract Price	\$45,645.91
		m the contract
(the "Contract") between the Customer and Alpha Foundation S  Customer is responsible for removing all persona  Xitems from the work area.  Customer assumes responsibility for damages to  Xhidden or unmarked utility lines.  Stabilization is warrantied. Contractor can attempt	pecialists, LLC (the "Contractor").  A full perimeter drainage system with X recommended.  X Customer is aware of warranty and a	sump pump was
X items from the work area.  Customer assumes responsibility for damages to  X hidden or unmarked utility lines.  Stabilization is warrantied. Contractor can attempt	A full perimeter drainage system with X Customer is aware of warranty and a Customer is responsible for providing X electrical outlets.  It to Customer is aware of warranty and a Customer is responsible for providing Electrical outlets.  It itions, and separate warranty are satisfactory and hereby are thined above or in accordance with the attached addendum. It it is not built in the contraction one hundred fifty (150) days of the date of the Contraction.	sump pump was  Il addenda. g all necessary  ccepted. You are Subject to the
(the "Contract") between the Customer and Alpha Foundation S  Customer is responsible for removing all personal  items from the work area.  Customer assumes responsibility for damages to the customer assumes responsibility for damages and the customer assumes responsibility for damages and the customer assumes	A full perimeter drainage system with X Customer is aware of warranty and a Customer is responsible for providing X electrical outlets.  It itions, and separate warranty are satisfactory and hereby and the date of the Contract of twenty (120) days of the date of the Contract of twenty (120) days of the start date of the work  Contractor	sump pump was ill addenda. g all necessary ccepted. You are Subject to the ct and shall
(the "Contract") between the Customer and Alpha Foundation S  Customer is responsible for removing all personal  X	A full perimeter drainage system with X Customer is aware of warranty and a to Customer is responsible for providing X electrical outlets.  itions, and separate warranty are satisfactory and hereby at thined above or in accordance with the attached addendum. Within one hundred fifty (150) days of the date of the Contract I twenty (120) days of the start date of the work  Contractor  X	sump pump was ill addenda. g all necessary ccepted. You are Subject to the ct and shall

Supplemental Notes Alpha Foundation Specialists, LLC to:

#### **Product Specifications**

- Site work and/or obstructions on project.
- PolyRenewal is a two-part urethane polymer that expands into rigid, structural foam to fill voids, stabilize, and sometimes lift concrete. Small 3/8" holes are drilled in strategic locations in the slab. PolyRenewal is injected beneath the slab to fill voids and attempt lift. Holes are grouted and sealed but may not match the color of the existing flooring or concrete. Customer is aware that the concrete can crack during the lifting process. Contractor will repair cracks that are caused by the lift but will not replace any concrete. The concrete can sometimes be ground down to reduce tripping hazards. Customer is aware that the concrete may not be perfectly level. Contractor guarantees stabilization. Sealing all joints and preexisting cracks are recommended and can be added for an additional charge.
- Five years of service is included in this contract. Customer is aware this will be on the aniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.
- Replace concrete in the work area. New concrete will not match existing concrete. Concrete will be left with a broom finish unless otherwise specified in this contract.
- Utilities protection will cover repairs to private utilities damaged during installation (cable, sprinklers, private water lines, private electric lines etc). Repairs limited to damaged area and do not include full line replacement.

#### **Contractor Agrees to**

Alpha Foundations will complete the following project for the Windward CDD: • 97 locations that need grinding. • 11 sections of concrete that need to be removed and replaced (5' x 5' x 3"). • 2 locations where edge of sidewalk is damaged and needs repaired. • 3 locations of cracked side walks (5' x 5' x 3") • 5 locations of cracked side walks (5' x 5' x 3") • 2 locations where injection is recommended.

#### **Terms and Conditions**

 Services. Alpha Foundation Specialists, LLC d/b/a Alpha Foundations, license no.CBC1257350, is licensed by the Florida Department of Business and Professional Regulation.

This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.

- 2. Acceptance of Contract. By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
- 3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check.
  - and interest at a rate of 1% per month shall be applied to any amounts owed by Customer to Contractor (both pre-judgment and post-judgment) if Customer fails to pay the amounts owed for the Work as agreed.
- 4. **Insurance**. Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.

#### 5. Dispute Resolution.

Dispute Resolution. Contractor and Customer agree that the Contract evidences a transaction involving or affecting interstate commerce and that their agreement to arbitrate, including whether an agreement to arbitrate exists or whether the controversy is subject to an agreement to arbitrate, shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq. Any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof and/or related to the Work shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules and the FAA in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at http://info.adr.org/constructionfeeschedule/. For any other issues, the Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.

If Customer elects to initiate arbitration, the arbitrator has the discretion and authority to award such remedies as may be available under applicable law

If payment in full is not made when due, Contractor may recover from Customer all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the arbitrator may adjudge reasonable if Contractor prevails on such payment claim. Except as stated in the preceding sentence, each party shall be responsible for its own attorneys' fees for the arbitration. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 1% per month. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.

#### 6. Customer's Responsibility.

- a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
- b. Utilities. Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
- c. Water Seepage. Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a water management system is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
- d. Access and Personal Property. Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
- e. Representations. Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and

handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.

- 7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete payment.
- 8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
- 9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
- 10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
- 11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
- 12. Limitation of Liability. IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS. THE TOTAL LIABILITY OF CONTRACTOR UNDER ANY CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS CONTRACT AND/OR THE WORK SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO CONTRACTOR PURSUANT TO THIS CONTRACT.
- 13. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND.

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF CUSTOMER LOSES MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 921-6593, Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, Florida 32399.

**IN WITNESS WHEREOF**, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

Customer	Contractor Alpha Foundation Specialists, LLC					
Name: X_	Name: X					
By: Windward CDD	By: Chris Batten					

#### Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$240 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

- 1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement", as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
- 2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For carbon fiber strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
- 3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
- 4. Steel Columns/Adjustable Screw Jacks/IntelliJack Supports/SettleStop Floor Supports. Contractor warrants that the support system will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
- 5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractors DOES NOT WARRANT TO LIFT the slab back to its original position.
- 6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
- 7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
- 8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer

prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### NOTICE OF CANCELLATION Transaction Date: You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk. If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to: Alpha Foundation Specialists, LLC at 3723 Hogshead Rd, Apopka, FL 32073 NOT LATER THAN MIDNIGHT OF \_\_\_\_\_\_ (Date).

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

I HEREBY CANCEL THIS TRANSACTION.

(Customer's signature)

(Date) \_\_\_

#### **PAYMENT TERMS**

We propose hereby to complete the services indicated in this Contract for the sum of:

Contract Amount			\$45,645.91
Deposit			\$11,411.48
Due Upon Completion	on		\$34,234.43
Is the project financed?	YES NO	(Financing must be set up at th	e time of the signed contract.)
Approval/Account #			
X (initial) - (	Customer must be present on final da	y of install and final walk-through is to	be performed with the job
X (initial) - l	Balance to be paid in full to foreman o	n last day of install. (Unless financed)	
BUYER'S RIGHT TO CA	ANCEL.		
providing written notice This notice must indica midnight of the third bu The notice must be ma If Customer cancels the transaction during the	tion sale, and if Customer does not wa e to Contractor in person, by telegram ate that Customer does not want the g usiness day after Customer signs the iled or delivered to: Alpha Foundation e Contract, Contractor may not keep a cancellation period listed in this parag cellation form for further explanation	, or by mail. oods or services and must be delivere Contract. Specialists, LLC at 3723 Hogshead R II or part of any cash down payment. graph of the Contract, the deposit will	ed or postmarked before d, Apopka, FL 32073. If Customer does not cancel the
Customer		Contractor	
X		X	
X		<u></u>	
Date	10/8/2025	Date	10/8/2025



- Uneven, sinking, and cracking concrete slabs are more than an eyesore. They are harmful and unsightly tripping hazards that can put your family and your home's property value at risk.
- Prevent tripping hazards, protect your home's property value, and renew sinking concrete slabs.
- Our exclusive SettleStop® PolyRenewal® System is the most innovative solution for stabilizing sinking front porches, sidewalks, pool decks, driveways, and MORE!



## Understanding Concrete Slab Sinking

## What Causes a Sinking Slab?

Uneven concrete slabs are most often caused by slab settlement. Slab settlement occurs when soil movement underneath the slab reduces its ability to support the slab above. When it comes to the causes of concrete settlement, there are three main culprits.



#### Soil Washout

Excess water caused by plumbing leaks, erosion, large rains, etc. may find its way underneath your concrete slab. As this water moves, it can wash away the soil that's supporting the weight of the concrete. Over time, voids may develop underneath the concrete slab causing your slab to sink.



#### Soil Moisture Content

Cycles of wet and dry have a direct effect on the soil underneath the concrete slab. When soil types like clay get wet, they expand. When the soil dries during drought conditions or from tree roots drawing valuable soil moisture, soil begins to shrink, creating voids under the slab. This lack of support can lead to uneven and cracked concrete.



#### Poorly Compacted Fill

During the construction of a driveway, patio, sidewalk or home, soil is spread out and moved around to achieve a desired grade level. As the fill soil underneath the slab compresses and settles so does the concrete slab





#### **Cracks**

Having open cracks in your concrete slab means water and moisture have another way in. Allowing water to enter cracks and control joints can accelerate soil erosion, causing further damage.



#### Unevenness

Uneven concrete slabs are very dangerous and create tripping hazards. They also contribute to improper drainage and erosion.

## Choosing the Best Solution, There is No Comparison!



Our SettleStop® PolyRenewal® System outperforms traditional repair methods. Unlike invasive and intensive processes like mudjacking and concrete replacement, PolyRenewal's unique expansive polyurethane technology utilizes high density polymers to stabilize and lift uneven concrete slabs.



#### SettleStop® PolyRenewal® Features



**Fast-Acting:** Reaches its final strength and is ready to support weight within 15 minutes



**Waterproof:** Closed cell foam does not absorb water, cannot be washed out, and is not affected by freeze and thaw cycles



**Lightweight:** Weighs 4-6 lbs. per cubic foot when installed, which is significantly less than the traditional methods



**Strong:** High density foam has 7,200 psf compressive strength



**Environmentally Friendly:** Foam is inert when cured



**Precision Lift:** Lift is achieved by actual expansion of the material rather than by pressurization of the material, meaning less chance of "blowouts" like with mudjacking



Prevent water from seeping into your newly stabilized and lifted concrete!



## How SettleStop® PolyRenewal® Works

PolyRenewal's innovative technology renews and stabilizes sunken concrete slabs using a simple 4-step process:



**Step 1**Penny-sized holes are drilled in the concrete slab



**Step 2**Temporary injection ports are installed

We've engineered convenience into our process, so even extensive repairs can be completed in just a few hours!



**Step 3**Expansive polyurethane foam is injected to support and lift the slab



**Step 4**The drilled holes are patched and smoothed over

## A Multi-Use Concrete Solution

- Patio Repair
- ► Floor Repair
- ► Foundation Repair
- Garage Floor Repair

- Driveway Repair
- Pool Deck Repair
- Porch Repair
- Step Repair









## Quick Results for Long Time Stability

**Initial Reaction:** 

8 seconds

Full Rise:

30 seconds

90% Strength:

15 minutes





## A Smooth Ride Ahead

When concrete slabs begin to sink and sag, they become tripping hazards. Protect your sidewalk, porches, driveways, pool decks, and more while restoring your home's beauty and safety with SettleStop® PolyRenewal®.

## Your Home is Everything. Why Compromise?

### SettleStop® PolyRenewal® System can:

- Deliver long-term results, fast
- ► Stabilize sinking, uneven concrete without harmful environmental effects
- ► Support heavy loads up to 7,200 psf



A Groundworks Company

(833) 733-0059 | AlphaFoundations.com

## SECTION IX

# provided under separate cover