

*Windward
Community Development District*

Agenda

February 19, 2020

AGENDA

Windward

Community Development District

219 East Livingston Street, Orlando, FL 32801

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

February 12, 2020

Board of Supervisors
Windward
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Windward Community Development District will be held **Wednesday, February 19, 2020 at 2:00 p.m. at the West Osceola Branch Library, 305 Campus Street, Kissimmee, FL 34747**. Following is the agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Approval of Minutes of January 15, 2020 Meeting
- IV. Consideration of Resolution 2020-04 Acceptance of Phase 2 and Phase 3A Conveyances
- V. Staff Reports
 - A. Attorney
 - i. Update on Auditing Requirements
 - B. Engineer
 - C. District Manager
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
- VI. Other Business
- VII. Supervisors' Requests
- VIII. Adjournment

The second order of business of the Board of Supervisors meeting is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is approval of the minutes of the January 15, 2020 Board of Supervisors meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of Resolution 2020-04 acceptance of phase 2 and phase 3A conveyances. A copy of the resolution is enclosed for your review.

Section B of the fifth order of business is the Attorney's Report. Section 1 is an update on auditing requirements. Backup is enclosed for your review. Section C is the District

Manager's Report and Section 1 includes the check register being submitted for approval and section 2 includes the balance sheet and income statement for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



Jason Showe
District Manager

Cc: Jan Carpenter, District Counsel
Brett Sealy, Underwriter
Mike Williams, Bond Counsel
David Kelly, District Engineer
Darrin Mossing, GMS

Enclosures

MINUTES

MINUTES OF MEETING
WINDWARD
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Windward Community Development District was held Wednesday, January 15, 2020 at 2:00 p.m. in the West Osceola Branch Library, 305 Campus Street, Kissimmee, Florida.

Present and constituting a quorum were:

John Kassik	Chairperson
Jimmy Clark	Vice Chairman
Thomas Franklin	Assistant Secretary
Ellis Roe	Assistant Secretary
Marvin Morris	Assistant Secretary

Also present were:

Jason Showe	District Manager
Andrew d'Adesky	District Counsel
David Kelly	District Engineer
William Viasalyers	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order at 2:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 20, 2019 Meeting and Acceptance of the Minutes of the November 5, 2019 Landowners' Meeting

On MOTION by Mr. Kassik seconded by Mr. Roe with all in favor the minutes of the November 20, 2019 meeting were approved and the November 5, 2019 Landowners' meeting minutes were accepted.
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FOURTH ORDER OF BUSINESS**Discussion of Rear Gate**

Mr. Morris stated the problem that seems to occur is if you are going to Four Seasons and back and the gate gets knocked down. The security we have at Four Seasons is what is called a soft gate because it is a public road and they do let everybody in. The same thing occurs at Mystic Dunes, they have a security guard and we have a security guard as well. What is the purpose of keeping the gates there? People from Mystic Dunes with their golf carts go to Four Seasons all the time, they are going to the course that runs in between all our houses. I suggest that we remove the gates. There is no real reason to keep them there and it would cut expenses because Jason has to send somebody out on the gate even though they may be on staff and are getting paid anyway they still have to come out every couple of days.

Mr. Kassik stated we do have golf cart access from Mystic Dunes into Four Seasons, unlimited. The drop bars were put up to restrict traffic between the two. We don't want construction workers leaving Four Seasons and going into Mystic Dunes, we are both private communities. That was the purpose of the drop arms. We didn't want to do a hard gate because it is a public access road. Certain people have the key code for that.

Mr. Morris asked now that Phase 1 is done which is where they would abuse those gates anyway and they are doing Phase 2 and 3 is closer to the Four Seasons exit than Mystic Dunes exit is it necessary any longer?

Mr. Kassik stated that is not for me to decide it is the residents' decision at the end of the day. I would prefer to leave them there to restrict that traffic, that was a verbal agreement we had with the Mystic Dunes people.

Mr. d'Adesky stated even though it is public and they can get through if they ask, just seeing a gate will deter people.

Mr. Morris stated there is more we can do to deter. We can put striping on the road. I know you have put up a couple stop signs and you have hung a stop sign on the gates. Has that helped?

Mr. Viasalyers stated I'm the one that goes out and picks it up and puts it back on. We use nylon nuts so any kind of impact it immediately breaks away and it is very cheap and over the last two months I have only had to go there about three times. Adding the stop sign seems to help.

Mr. Kassik stated if we open that road it is going to become a live road back and forth between us and Mystic Dunes. Their guests are going to wander over but the drop arm will deter. They can come with a golf cart.

Mr. Morris stated they do it anyway, we see them in our neighborhoods all the time and that is fine, I don't have a problem with that. Since the main gates on both Mystic Dunes and Four Seasons are soft gates that deters some criminal activity

Mr. Kassik stated the first people who will be screaming about it will be Mystic Dunes when our construction workers are going in there because they will find out there is a restaurant over there and start running over there.

Mr. Morris asked do you think Mystic Dunes will object to it?

Mr. Kassik responded yes, we agreed upfront that we would put that deterrent there to keep the car traffic out. We never intended to restrict the golf carts or pedestrian traffic.

Mr. Morris stated I'm looking to save the CDD money.

Mr. Viasalyers stated it usually works out that I'm going there anyway.

Mr. Showe stated there is no additional charge. We have gone to the nylon nuts, before we used steel nuts and you bang the arm up and that is a couple hundred to replace versus nylon nuts at 10¢ and if there is any impact it falls off. Even though you see it on the ground more frequently it is more cost effective in the long run.

Mr. Franklin asked what is the overall savings? If the savings is gigantic, I could see it.

Mr. Viasalyers stated maybe \$500 to \$1,000 a year if that. That is pushing it. If we have to replace one of the arms it is \$400 to \$500.

Mr. Showe stated we monitor these things and if it becomes more cost effective to look for another solution, we can do that. I know Wil has some proposals for cameras, but it is pretty expensive. With cameras on gates the only effective way to get it is if you get a license plate and even then we can't send a license plate to the sheriff's department; they won't run it for us. Unless you know whose car that is through some way, having the license plate doesn't do a whole lot.

Mr. Kassik stated I think a much cheaper method than this would be to put additional signage there. We can do striping in the road.

Mr. Morris stated I will modify my request to go with striping and signage. What kind of cost are we talking about?

Mr. Viasalyers stated we would have to investigate it and bring the numbers back to the next meeting.

Mr. Showe stated in Melbourne we use double speed humps to prevent tailgating. We can try striping first then look at other methods.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. d'Adesky stated we had spoken with Brett Sealy and Justin Rowan on the expansion. They were interested in the bond issuance that goes along with the expansion, but we want to make sure we are capturing all the land that KHov has closed on when we expand the District. I believe that was 32.69 acres of land, H & I and make sure that is all the land and there is no other conservation land or anything else that might need to be rolled up into that.

Mr. Kelly stated as far as the development envelope is concerned, that is the 32.69 acres and no conservation.

Mr. d'Adesky stated we will get moving on that just to know where we are. I will get the consent over to KHov, GMS will do a SERC but they are waiting on the timetable and costs. Then we will get the petition and bring it back to you, which is just land use information and what the improvements are going to be above and beyond the minimum standard, which would be similar to when we filed the original petition.

B. Engineer

Mr. Kelly stated the costs and timeline are being finalized now, we will have it out to the group next week. I need to get with Ed on a couple costs and that should be ready for next week.

Phases 2 & 3A that were under construction are now basically complete and certified. 3B and 4A, which are being permitted now, we are anticipating permits at the end of the month. The permitting for the last piece 3C, 3D and 4B was the end of March.

D. Manager

i. Approval of Check Register

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

ii. Balance Sheet and Income Statement

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

iii. Ratification of FY20 Funding Request #4

On MOTION by Mr. Kassik seconded by Mr. Clark with all in favor FY20 funding request no. 4 was ratified.

iv. Field Operations

There being none, the next item followed.

SIXTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Morris stated I want to know if there is any interest in a dog park within Four Seasons. Would that come from the CDD or HOA?

Mr. Showe stated it could come from either.

Mr. d'Adesky stated it depends on what land is available to craft a dog park. In many communities you take an open space tract or a basic landscape tract. It is not too difficult, but you need to make sure if it is CDD it has to be ADA compliant. You would want it to be anyway.

Mr. Kassik stated we are deeply into the finalized open space as it stands for the rest of the project right now. It is something we could look at hardscape wise, it doesn't seem like it would be too difficult, but we would have to look at that now. It would have to be in the future phases.

On MOTION by Mr. Kassik seconded by Mr. Clark with all in favor the meeting adjourned at 2:17 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2020 - 04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDWARD COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CONVEYANCE OF REAL PROPERTY INTERESTS AND IMPROVEMENTS WITHIN PHASE 2 AND PHASE 3A RELATING TO THE SERIES 2018 PROJECT; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND DELIVER ACCEPT ALL DEEDS AND OTHER DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Windward Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), by Osceola County (the “County”) Ordinance 2017-21 enacted by the Board of County Commissioners on the 10th day of April, 2017 (the “Ordinance”); and

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

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

WHEREAS, the District has issued its Windward Community Development District Special Assessment Revenue Bonds, Series 2018 (“Series 2018 Bonds”) which shall, in part, paid for the acquisition of certain infrastructure within a portion of the first phase of the Four Seasons Development (the “Series 2018 Project”); and

WHEREAS, K Hovnanian at Mystic Dunes, LLC, a Florida limited liability company (the “Developer”), has proposed the transfer to and acceptance by the District of certain parcels of property with related public improvements related to Series 2018 Project within the phases platted as Phase 2 and 3A, more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property” or “Phase 2 and Phase 3A Property”); and

WHEREAS, subject to the final review of District staff, which includes, but is not limited to, the District Engineer, District Counsel and the District Manager, the Developer has substantially complied with the requirements for conveyance of the property to the District.

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

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

2. Approval of Acquisition of Phase 2 and Phase 3A Property. The Board hereby approves the acceptance of the Property, including related improvements, as set forth in the above recitals, and the acceptance of the documents listed in Composite Exhibit “B”, together with all other documents relating to the conveyance and acceptance of the Property (the “Conveyance Documents”) from the Developer, subject to the final review and sign off of District Staff.

3. Delegation of Authority to Chairman. Upon District Staff’s review and approval of the Conveyance Documents and any documentation reasonably associated with the conveyance described herein, the Chairman of the Board (the “Chairman”) is authorized to negotiate and accept the deeds, together with all other Conveyance Documents on behalf of the District. The Chairman shall be authorized to negotiate, execute and deliver any other document necessary to effectuate the intent of this Resolution. The terms and conditions of all documents to be accepted or executed in connection with any of the foregoing shall be acceptable by the District Staff and the Chairman, and the execution, acceptance and delivery of any such document or instrument by the Chairman shall constitute conclusive evidence that the terms and conditions contained in said documents have been approved by the District.

4. Authorization of District Staff. The District Staff, which shall include the District Manager, District Counsel, District Bond Counsel and the District Engineer, are hereby authorized on behalf of the District to take such actions and to implement the foregoing provisions as deemed necessary or appropriate, including the preparation of any necessary documentation and the performance of any actions necessary or prudent to effectuate the intent of this Resolution.

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

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

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Windward Community Development District, this 19th day of February, 2020.

**WINDWARD COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Print: _____
Title: _____

EXHIBIT "A"

THE PROPERTY

The following parcels contained within the plat of FOUR SEASONS AT ORLANDO PHASE 2, Tracts M, N, O, P, R, T, U, V and W (Open Space), Tract L (Right-of-Way), and Tract S (Access Tract), as recorded in Plat Book 28, Page 9 of the Official Records of Osceola County.

Together with

The following parcels contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3A, Tract SW-1 (Stormwater) and Tract D (Right-of-Way), as recorded in Plat Book 27, Page 154, of the Official Records of Osceola County.

EXHIBIT “B”

INDEX

- B-1. Access Easement Agreement
- B-2. Drainage Easement Agreement
- B-3. Special Warranty Deed
- B-4. Agreement Regarding Taxes
- B-5. Bill of Sale
- B-6. Owner’s Affidavit

PREPARED BY AND AFTER
RECORDING RETURN TO:

Andrew C. d'Adesky, Esq.
Latham, Luna, Eden & Beaudine LLP
111 North Magnolia Ave
Suite 1400
Orlando, Florida 32801

Tax Parcel ID:
15-25-27-3415-0001-1890
15-25-27-3415-0001-1900

ACCESS EASEMENT AGREEMENT
(WINDWARD – FOUR SEASONS PHASE 2 PROJECT)

THIS ACCESS EASEMENT AGREEMENT (this “**Easement**”) is made and entered into as of the ____ day of _____, 2020 (“**Effective Date**”), by and between **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company (“**Grantor**”), and **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes* (“**Grantee**”) (Grantor and Grantee are sometimes referred to herein as a “**Party**” or collectively as the “**Parties**”).

RECITALS

1. Grantor is the owner of certain real property located in Osceola County, Florida, being more particularly described on **Exhibit “A”** attached hereto and made a part hereof by this reference (the “**Property**”).

2. Pursuant to that certain Plat of Four Seasons at Orlando Phase 2, recorded in Plat Book 28, Page 9 (the “**Plat**”), Grantor has agreed to convey to Grantee an access easement over a portion of the Property, being more particularly described on **Exhibit “B”** attached hereto and made a part hereof by this reference (the “**Easement Area**”) pursuant to a separate instrument.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid, for the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, for and on behalf of themselves, their legal representatives, successors and assigns, do hereby covenant and agree as follows:

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

2. **Grant of Easement**.

(a) Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, a perpetual and non-exclusive easement across, through, under, over, in and on the

Easement Area for vehicular and pedestrian ingress and egress to and from Tract R (Open Space) as shown on the Plat.

(b) The maintenance of the Easement Area shall be performed by Grantee at Grantee's cost and expense, pursuant to and in compliance with any and all applicable governmental laws, codes, rules and regulations.

3. **Indemnity; Lien Free Condition.** Grantee agrees to and shall indemnify, defend and hold harmless Grantor and its employees, agents, contractors and invitees, from and against any and all losses, liabilities, claims, damages, costs and expenses, including, without limitation, actual and reasonable attorneys' fees and expenses, that any of them may sustain or incur or to which any of them may be subjected, arising from or relating to the actions, activities or omissions of Grantee related to the easement rights herein. All work required or permitted to be performed pursuant to this Easement on, under, across, over or through the Easement Area shall be performed free and clear of all materialman's liens, mechanic's liens and other liens. In the event any such lien attaches, Grantee shall, within thirty (30) days after notice that said lien has been filed, pay the claim secured by such lien or remove such lien by bond. In the event Grantee fails to do so, then Grantor may pay and satisfy such lien or remove such lien by bond, and Grantee shall reimburse Grantor for all costs and expenses incurred by Grantor in connection therewith, including attorneys' fees and interest at the post-judgment interest rate then prevailing in the courts of Osceola County, Florida.

4. **Reservation of Rights.** The easement rights granted in this Easement are non-exclusive in nature and are subject to all covenants, restrictions, easements and other encumbrances and matters of record. The owner of the Easement Area shall have the right to use the Easement Area for any purpose not inconsistent with the full use and enjoyment of the rights granted herein.

5. **Covenants Running with the Land.** All rights, privileges, benefits and burdens created herein are covenants and agreements running with title to the Property and shall be binding upon and inuring to the benefit of Grantor and its successors in title. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for any public use or purpose whatsoever.

6. **Notices.** All notices, consents, approvals, waivers and elections which any Party shall be requested or shall desire to make or give under this Easement shall be in writing and shall be given only by (i) hand delivery, (ii) certified mail, (iii) next day delivery by nationally recognized package delivery service, or (iv) by email, with confirmation of receipt. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the addresses set forth below, or that a Party may otherwise designate in the manner prescribed herein:

To Grantor: K. Hovnanian at Mystic Dunes, LLC
Attention: Kyle Upper, Division President
2301 Lucien Way, Suite 260
Maitland, Florida 32751
Email: kupper@khov.com

To Grantee: Windward Community Development District
Attention: District Manager
c/o Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL, 32801
Email: gflint@gmscfl.com

With copy to: Latham, Luna, Eden & Beaudine, LLP
Attention: Jan Carpenter, District Counsel
111 North Magnolia Ave, Suite 1400
Orlando, FL 32801
Email: jcarpenter@lathamluna.com

7. **Miscellaneous.**

(a) This Easement shall not be modified or amended in any respect except by written instrument executed by or on behalf of the Parties in the same manner as this Easement is executed, and specifically referencing such a modification or amendment.

(b) No delay or omission of any Party hereto in the exercise of any right accruing upon any breach or default of the other Party shall impair such right or be construed to be a waiver thereof, and each such right may be exercised at any time during the continuance of such a breach or default. A waiver by any Party hereto of a breach of, or default in, any provision of this Easement by the other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement.

(c) No breach of or default in the provisions of this Easement shall entitle any Party to cancel, rescind or otherwise terminate this Easement or any of the rights and obligations declared hereunder, but such limitation shall not affect, in any manner, any of the other rights or remedies which any Party may have hereunder and/or at law or in equity by reason of any breach of or default in the provisions of this Agreement.

(d) If any provision of this Easement, or a portion thereof, or the application thereof to any person or circumstance, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any persons or circumstances, shall not be affected thereby. Each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

(e) This Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

(f) The prevailing party in any litigation involving this Easement shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, paralegal fees and costs incurred in connection with such litigation, at arbitration, or appeal or otherwise.

(g) The section and other headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement and shall not be considered in any construction or interpretation of this Easement, or any part hereof.

(h) This Easement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement.

(i) All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Easement. Unless otherwise specified in this Easement, the terms "herein," "hereof," "hereinafter," "hereunder" and other terms of like or similar import, shall be deemed to refer to this Easement as a whole, and not to any particular paragraph or subparagraph hereof.

(j) Each of the rights and benefits granted herein shall include all those additional rights and benefits that are necessary for the full enjoyment thereof and are customarily incidental thereto.

(k) Except as may be expressly limited by the terms of this Easement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

GRANTOR:

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

Printed Name: _____

Printed Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by _____, as _____ of K. Hovnanian at Mystic Dunes, LLC, a Florida limited liability company, on behalf of the company. S/he is _____ personally known to me OR has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the presence of: **GRANTEE:**

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

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by _____, as _____ of Windward Community Development District, a Florida community development district. S/he is ____ personally known to me OR has ____ produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

Property

Lot 189 and Lot 190 within the plat of FOUR SEASONS AT ORLANDO PHASE 2, as recorded in Plat Book 28, Page 9, of the Official Records of Osceola County.

EXHIBIT "B"

Easement Area

The following parcel contained within the plat of FOUR SEASONS AT ORLANDO PHASE 2, 20 foot wide access easement over the common property line between Lots 189 and 190, as recorded in Plat Book 28, Page 9, of the Official Records of Osceola County.

PREPARED BY AND AFTER
RECORDING RETURN TO:

Chadwick E. Crews, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue
Suite 1600
Orlando, Florida 32801

Tax Parcel ID:
15-25-27-3414-0001-00A0

DRAINAGE EASEMENT AGREEMENT
(WINDWARD – FOUR SEASONS PHASES 2 AND 3A)

THIS DRAINAGE EASEMENT AGREEMENT (this “**Easement**”) is made and entered into as of the ____ day of _____, 2020 (“**Effective Date**”), by and between **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company (“**Grantor**”), and **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes* (“**Grantee**”) (Grantor and Grantee are sometimes referred to herein as a “**Party**” or collectively as the “**Parties**”).

RECITALS

1. Grantor is the owner of certain real property located in Osceola County, Florida, being more particularly described on **Exhibit “A”** attached hereto and made a part hereof by this reference (the “**Property**”).

2. Pursuant to that certain Plat of Four Seasons at Orlando Phase 2, recorded in Plat Book 28, Page 9, and that certain Plat of Four Seasons at Orlando Phase 3A, recorded in Plat Book 27, Page 154 (collectively, the “**Plats**”), Grantor has agreed to convey to Grantee drainage easements over a portion of the Property, being more particularly described on **Exhibit “B”** attached hereto and made a part hereof by this reference (the “**Easement Area**”) pursuant to a separate instrument.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid, for the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, for and on behalf of themselves, their legal representatives, successors and assigns, do hereby covenant and agree as follows:

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

2. **Grant of Drainage Easement**.

(a) Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, a perpetual and non-exclusive easement across, through, under, over, in and on the Easement Area for construction, use, maintenance, repair and replacement of certain drainage and stormwater improvements and facilities (the “**Drainage Facilities**”) necessary in connection with the development of the Property for the benefit of the owners of the real property shown on the Plats (the “**Designated Beneficiaries**”).

(b) The design, engineering, permitting, installation, construction, maintenance, repair, and replacement of any Drainage Facilities shall be performed by Grantee at Grantee’s cost and expense, pursuant to and in compliance with any and all applicable governmental laws, codes, rules, regulations, and approvals, in a manner that does not unreasonably interfere with the use thereof by the Designated Beneficiaries.

3. **Indemnity; Lien Free Condition.** Grantee agrees to and shall indemnify, defend and hold harmless Grantor and its employees, agents, contractors and invitees, from and against any and all losses, liabilities, claims, damages, costs and expenses, including, without limitation, actual and reasonable attorneys’ fees and expenses, that any of them may sustain or incur or to which any of them may be subjected, arising from or relating to the actions, activities or omissions of Grantee related to the easement rights herein. All work required or permitted to be performed pursuant to this Easement on, under, across, over or through the Easement Area shall be performed free and clear of all materialman’s liens, mechanic’s liens and other liens. In the event any such lien attaches, Grantee shall, within thirty (30) days after notice that said lien has been filed, pay the claim secured by such lien or remove such lien by bond. In the event Grantee fails to do so, then Grantor may pay and satisfy such lien or remove such lien by bond, and Grantee shall reimburse Grantor for all costs and expenses incurred by Grantor in connection therewith, including attorneys’ fees and interest at the post-judgment interest rate then prevailing in the courts of Osceola County, Florida.

4. **Reservation of Rights.** The easement rights granted in this Easement are non-exclusive in nature and are subject to all covenants, restrictions, easements and other encumbrances and matters of record. The owner of the Easement Area shall have the right to use the Easement Area for any purpose not inconsistent with the full use and enjoyment of the rights granted herein.

5. **Covenants Running with the Land.** All rights, privileges, benefits and burdens created herein are covenants and agreements running with title to the Property and shall be binding upon and inuring to the benefit of Grantor and its successors in title and the Designated Beneficiaries. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for any public use or purpose whatsoever.

6. **Notices.** All notices, consents, approvals, waivers and elections which any Party shall be requested or shall desire to make or give under this Easement shall be in writing and shall be given only by (i) hand delivery, (ii) certified mail, (iii) next day delivery by nationally recognized package delivery service, or (iv) by email, with confirmation of receipt. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the addresses set forth below, or that a Party may otherwise designate in the manner prescribed herein:

To Grantor: K. Hovnanian at Mystic Dunes, LLC
Attention: Kyle Upper, Division President
2301 Lucien Way, Suite 260
Maitland, Florida 32751
Email: kupper@khov.com

To Grantee: Windward Community Development District
Attention: District Manager
c/o Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801
Email: gflint@gmscfl.com

With copy to: Latham, Luna, Eden & Beaudine, LLP
Attention: Jan Carpenter, District Counsel
111 North Magnolia Ave, Suite 1400
Orlando, FL 32801
Email: jcarpenter@lathamluna.com

7. **Miscellaneous.**

(a) This Easement shall not be modified or amended in any respect except by written instrument executed by or on behalf of the Parties in the same manner as this Easement is executed, and specifically referencing such a modification or amendment.

(b) No delay or omission of any Party hereto in the exercise of any right accruing upon any breach or default of the other Party shall impair such right or be construed to be a waiver thereof, and each such right may be exercised at any time during the continuance of such a breach or default. A waiver by any Party hereto of a breach of, or default in, any provision of this Easement by the other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement.

(c) No breach of or default in the provisions of this Easement shall entitle any Party to cancel, rescind or otherwise terminate this Easement or any of the rights and obligations declared hereunder, but such limitation shall not affect, in any manner, any of the other rights or remedies which any Party may have hereunder and/or at law or in equity by reason of any breach of or default in the provisions of this Agreement.

(d) If any provision of this Easement, or a portion thereof, or the application thereof to any person or circumstance, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any persons or circumstances, shall not be affected thereby. Each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

(e) This Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

(f) The prevailing party in any litigation involving this Easement shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, paralegal fees and costs incurred in connection with such litigation, at arbitration, or appeal or otherwise.

(g) The section and other headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement and shall not be considered in any construction or interpretation of this Easement, or any part hereof.

(h) This Easement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement.

(i) All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Easement. Unless otherwise specified in this Easement, the terms "herein," "hereof," "hereinafter," "hereunder" and other terms of like or similar import, shall be deemed to refer to this Easement as a whole, and not to any particular paragraph or subparagraph hereof.

(j) Each of the rights and benefits granted herein shall include all those additional rights and benefits that are necessary for the full enjoyment thereof and are customarily incidental thereto.

(k) Except as may be expressly limited by the terms of this Easement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

GRANTOR:

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

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by _____, as _____ of K. Hovnanian at Mystic Dunes, LLC, a Florida limited liability company, on behalf of the company. S/He is _____ personally known to me OR has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the presence of: **GRANTEE:**

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

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by _____, as _____ of Windward Community Development District, a Florida community development district. S/He is ____ personally known to me OR has ____ produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

Property

The parcels of land contained within the plat of FOUR SEASONS AT ORLANDO PHASE 2, as recorded in Plat Book 28, Page 9, of the Official Records of Osceola County.

Together with

The parcels of land contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3A, as recorded in Plat Book 27, Page 154, of the Official Records of Osceola County.

EXHIBIT "B"

Easement Areas

The drainage easements contained within the plat of FOUR SEASONS AT ORLANDO PHASE 2, as recorded in Plat Book 28, Page 9, of the Official Records of Osceola County.

Together with

The following parcel contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3A, 30 foot drainage easement within Tract A, as recorded in Plat Book 27, Page 154, of the Official Records of Osceola County.

Prepared By:

Andrew C. d'Adesky, Esq.
Latham Luna Eden & Beaudine, LLP
111 North Magnolia Ave, Suite 1400
Orlando, Florida 32801

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made by **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company, whose mailing address is 2301 Lucien Way, Suite 260, Maitland, Florida 32751 (hereinafter the "Grantor"), and the **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, having an address at c/o Governmental Management Services-Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (hereinafter the "Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of \$10.00, to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, his heirs and assigns forever, the property described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property").

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

TO HAVE AND TO HOLD the Property in fee simple forever.

AND Grantor does hereby covenant with and warrant to Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and that the Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

SUBJECT TO taxes for the year 2020 and subsequent years, covenants, restrictions, easements, reservations and limitations of record, if any.

AND Grantor expressly reserves to itself, and its successors and assigns, including any property owners of Lots shown on the plat of FOUR SEASONS AT ORLANDO PHASE 2, recorded in Plat Book 28, Page 9 of the Official Records of Osceola County, and their guests and invitees, a non-exclusive, perpetual easement over and across Tract S (Access Tract) within the plat of FOUR SEASONS AT ORLANDO PHASE 2, as recorded in Plat Book 28, Page 9 of the Official Records of Osceola County, for the purposes of golf cart and pedestrian access, ingress and egress.

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

Signed, sealed and delivered
in the presence of:

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

Witness

By: _____

Printed Name

Print: _____

Title: _____

Witness

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by _____, as _____ of **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company, on its behalf. Said person is [] personally known to me or [] has produced _____ as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT A
(Windward – Phases 2 and 3A)

The following parcels contained within the plat of FOUR SEASONS AT ORLANDO PHASE 2, Tracts M, N, O, P, R, T, U, V and W (Open Space), Tract L (Right-of-Way), and Tract S (Access Tract), as recorded in Plat Book 28, Page 9 of the Official Records of Osceola County.

Together with

The following parcels contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3A, Tract SW-1 (Stormwater) and Tract D (Right-of-Way), as recorded in Plat Book 27, Page 154, of the Official Records of Osceola County.

AGREEMENT REGARDING TAXES
(WINDWARD – FOUR SEASONS PHASES 2 AND 3A)

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this ____ day of _____, 2020, by and between **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company, whose address is 2301 Lucien Way, Suite 260, Maitland, Florida 32751 (“Developer”), and **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, FL, 32801 (“District”).

WITNESSETH

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

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

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

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

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

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2019 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2020.

4. District shall, within ten (10) days of receipt, forward to the Developer, at their address set forth above and via U.S. mail, any correspondence, notice or bill from the Osceola County Tax Collector relating to the Property for tax year 2020 that the District actually receives in its office.

5. Subsequent to the District's acceptance of the Property, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2020, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property.

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

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
(WINDWARD – FOUR SEASONS PHASES 2 AND 3A)**

WITNESSES:

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

X _____

Print: _____

By: _____

Print: _____

X _____

Print: _____

Title: _____

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

ATTEST

X _____

Print: _____

Secretary/Asst. Secretary

By: _____

Print: _____

Title: _____

EXHIBIT "A"

Legal Description of the Property

The following parcels contained within the plat of FOUR SEASONS AT ORLANDO PHASE 2, Tracts M, N, O, P, R, T, U, V and W (Open Space), Tract L (Right-of-Way), and Tract S (Access Tract), as recorded in Plat Book 28, Page 9, of the Official Records of Osceola County.

Together with

The following parcels contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3A, Tract SW-1 (Stormwater) and Tract D (Right-of-Way), as recorded in Plat Book 27, Page 154, of the Official Records of Osceola County.

BILL OF SALE ABSOLUTE AND AGREEMENT
(WINDWARD – FOUR SEASONS PHASES 2 AND 3A)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2020, by and between **WINDWARD COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, FL, 32801, and **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company (hereinafter referred to as “Developer”) whose address is 2301 Lucien Way, Suite 260, Maitland, Florida 32751, and

RECITALS

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

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

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

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

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

2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of Osceola and the State of Florida, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever.

3. All personal property described and conveyed herein is conveyed in "AS IS" condition without express or implied warranties of merchantability, fitness for use or other warranties not expressly stated herein.

4. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same agreement.

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

Signed, sealed and delivered
in the presence of:

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

Witness

By: _____

Printed Name

Print: _____

Title: _____

Witness

Printed Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by _____, as _____ of **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company, on its behalf. Said person is [] personally known to me or [] has produced _____ as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

**COUNTERPART SIGNATURE PAGE TO BILL OF SALE
(WINDWARD – FOUR SEASONS PHASES 2 AND 3A)**

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

ATTEST:

By: _____
Secretary/Asst. Secretary

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2020, by _____, as _____ of the Board of Supervisors of the **WINDWARD COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf. Said person is [] personally known to me or [] has produced _____ as identification.

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

EXHIBIT "A"

LIST AND DESCRIPTION OF IMPROVEMENTS

The improvements upon the following parcels contained within the plat of FOUR SEASONS AT ORLANDO PHASE 2, Tracts M, N, O, P, R, T, U, V and W (Open Space), Tract L (Right-of-Way), and Tract S (Access Tract), as recorded in Plat Book 28, Page 9, of the Official Records of Osceola County.

Together with

The improvements upon the following parcels contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3A, Tract SW-1 (Stormwater) and Tract D (Right-of-Way), as recorded in Plat Book 27, Page 154, of the Official Records of Osceola County.

1. CDD Roadways
2. Stormwater Improvements
3. Potable Water Distribution
4. Reclaimed Water Distribution
5. Sanitary Sewer System
6. Street Lights
7. Landscaping Elements

OWNER'S AFFIDAVIT
(WINDWARD – FOUR SEASON PHASES 2 AND 3A)

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ (“Affiant”) as _____ of K. Hovnanian at Mystic Dunes, LLC, a Florida limited liability company, whose address is 2301 Lucien Way, Suite 260, Maitland, Florida 32751, on behalf of said company, who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that K. Hovnanian at Mystic Dunes, LLC, a Florida limited liability company (“Owner”) is the owner of the fee simple title in and to certain lands located in Osceola County, Florida, and more particularly described on Exhibit “A” attached hereto (the “Property”), and that Affiant is an Authorized Signatory of Owner, and is making this Affidavit in that capacity only, and no recourse shall be made against Affiant individually.

2. That the Property is free and clear of all liens and encumbrances except for those matters set forth as exceptions in the plat of Four Seasons at Orlando Phase 2, as recorded in Plat Book 28, Page 9, and in the plat of Four Seasons at Orlando Phase 3A, as recorded in Plat Book 27, Page 154, both of the Official Records of Osceola County (collectively, the “Plats”).

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

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

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

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

7. That, except as set forth in the Plats, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or

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

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

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property between the effective date of the Plats and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property.

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

[SIGNATURE APPEARS ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, 2020

“OWNER”

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

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by _____, as _____ of **K. HOVNANIAN AT MYSTIC DUNES, LLC**, a Florida limited liability company, on behalf of the company. He / She [] is personally known to me, or [] produced _____ as identification.

Print Name: _____

Notary Public-State of Florida at Large

Commission No.: _____

My Commission Expires: _____

Exhibit "A"
Legal Description of Property

The following parcels contained within the plat of FOUR SEASONS AT ORLANDO PHASE 2, Tracts M, N, O, P, R, T, U, V and W (Open Space), Tract L (Right-of-Way), and Tract S (Access Tract), as recorded in Plat Book 28, Page 9, of the Official Records of Osceola County.

Together with the

The following parcels contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3A, Tract SW-1 (Stormwater) and Tract D (Right-of-Way), as recorded in Plat Book 27, Page 154, of the Official Records of Osceola County.

SECTION V

SECTION A

SECTION 1

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1
2 An act relating to government accountability; amending
3 s. 11.40, F.S.; specifying that the Governor, the
4 Commissioner of Education, or the designee of the
5 Governor or of the commissioner, may notify the
6 Legislative Auditing Committee of an entity's failure
7 to comply with certain auditing and financial
8 reporting requirements; amending s. 11.45, F.S.;
9 revising definitions and defining the terms "abuse,"
10 "fraud," and "waste"; excluding water management
11 districts from certain audit requirements; removing a
12 cross-reference; authorizing the Auditor General to
13 conduct audits of tourist development councils and
14 county tourism promotion agencies; revising reporting
15 requirements applicable to the Auditor General;
16 amending s. 11.47, F.S.; specifying that any person
17 who willfully fails or refuses to provide access to an
18 employee, officer, or agent of an entity under audit
19 is subject to a penalty; amending s. 28.35, F.S.;
20 revising reporting requirements applicable to the
21 Florida Clerks of Court Operations Corporation;
22 amending s. 43.16, F.S.; revising the responsibilities
23 of the Justice Administrative Commission, each state
24 attorney, each public defender, the criminal conflict
25 and civil regional counsel, the capital collateral
26 regional counsel, and the Guardian Ad Litem Program,
27 to include the establishment and maintenance of
28 certain internal controls; amending ss. 129.03,
29 129.06, and 166.241, F.S.; requiring counties and

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30 municipalities to maintain certain budget documents on
31 the entities' websites for a specified period;
32 amending s. 215.86, F.S.; revising the purposes for
33 which management systems and internal controls must be
34 established and maintained by each state agency and
35 the judicial branch; amending s. 215.97, F.S.;
36 revising certain audit threshold requirements;
37 amending s. 215.985, F.S.; revising the requirements
38 for a monthly financial statement provided by a water
39 management district; amending s. 218.31, F.S.:
40 revising the definition of the term "financial audit";
41 amending s. 218.32, F.S.; authorizing the Department
42 of Financial Services to request additional
43 information from a local governmental entity in
44 preparation of an annual report; requiring a local
45 governmental entity to respond to such requests within
46 a specified timeframe; requiring the department to
47 notify the Legislative Auditing Committee of
48 noncompliance; amending s. 218.33, F.S.; requiring
49 local governmental entities to establish and maintain
50 internal controls to achieve specified purposes;
51 amending s. 218.391, F.S.; revising membership, and
52 restrictions thereof, for an auditor selection
53 committee; prescribing requirements and procedures for
54 selecting an auditor if certain conditions exist;
55 amending s. 373.536, F.S.; deleting obsolete language;
56 requiring water management districts to maintain
57 certain budget documents on the districts' websites
58 for specified periods; amending s. 1001.42, F.S.;

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59 authorizing additional internal audits as directed by
60 the district school board; amending s. 1002.33, F.S.;
61 revising the responsibilities of the governing board
62 of a charter school to include the establishment and
63 maintenance of internal controls; amending s. 1002.37,
64 F.S.; requiring completion of an annual financial
65 audit of the Florida Virtual School; specifying audit
66 requirements; requiring an audit report to be
67 submitted to the board of trustees of the Florida
68 Virtual School and the Auditor General; deleting
69 obsolete provisions; amending s. 1010.01, F.S.;
70 requiring each school district, Florida College System
71 institution, and state university to establish and
72 maintain certain internal controls; creating ss.
73 1012.8551 and 1012.915, F.S.; specifying applicable
74 standards as to employee background screening and
75 investigations of Florida College System and State
76 University System personnel, respectively; amending s.
77 218.503, F.S.; conforming provisions and cross-
78 references to changes made by the act; providing a
79 declaration of important state interest; providing an
80 effective date.

81
82 Be It Enacted by the Legislature of the State of Florida:

83
84 Section 1. Subsection (2) of section 11.40, Florida
85 Statutes, is amended to read:

86 11.40 Legislative Auditing Committee.—

87 (2) Following notification by the Auditor General, the

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88 Department of Financial Services, ~~or~~ the Division of Bond
89 Finance of the State Board of Administration, the Governor or
90 his or her designee, or the Commissioner of Education or his or
91 her designee of the failure of a local governmental entity,
92 district school board, charter school, or charter technical
93 career center to comply with the applicable provisions within s.
94 11.45(5)-(7), s. 218.32(1), s. 218.38, or s. 218.503(3), the
95 Legislative Auditing Committee may schedule a hearing to
96 determine if the entity should be subject to further state
97 action. If the committee determines that the entity should be
98 subject to further state action, the committee shall:

99 (a) In the case of a local governmental entity or district
100 school board, direct the Department of Revenue and the
101 Department of Financial Services to withhold any funds not
102 pledged for bond debt service satisfaction which are payable to
103 such entity until the entity complies with the law. The
104 committee shall specify the date that such action must ~~shall~~
105 begin, and the directive must be received by the Department of
106 Revenue and the Department of Financial Services 30 days before
107 the date of the distribution mandated by law. The Department of
108 Revenue and the Department of Financial Services may implement
109 ~~the provisions of~~ this paragraph.

110 (b) In the case of a special district created by:

111 1. A special act, notify the President of the Senate, the
112 Speaker of the House of Representatives, the standing committees
113 of the Senate and the House of Representatives charged with
114 special district oversight as determined by the presiding
115 officers of each respective chamber, the legislators who
116 represent a portion of the geographical jurisdiction of the

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117 special district, and the Department of Economic Opportunity
118 that the special district has failed to comply with the law.
119 Upon receipt of notification, the Department of Economic
120 Opportunity shall proceed pursuant to s. 189.062 or s. 189.067.
121 If the special district remains in noncompliance after the
122 process set forth in s. 189.0651, or if a public hearing is not
123 held, the Legislative Auditing Committee may request the
124 department to proceed pursuant to s. 189.067(3).

125 2. A local ordinance, notify the chair or equivalent of the
126 local general-purpose government pursuant to s. 189.0652 and the
127 Department of Economic Opportunity that the special district has
128 failed to comply with the law. Upon receipt of notification, the
129 department shall proceed pursuant to s. 189.062 or s. 189.067.
130 If the special district remains in noncompliance after the
131 process set forth in s. 189.0652, or if a public hearing is not
132 held, the Legislative Auditing Committee may request the
133 department to proceed pursuant to s. 189.067(3).

134 3. Any manner other than a special act or local ordinance,
135 notify the Department of Economic Opportunity that the special
136 district has failed to comply with the law. Upon receipt of
137 notification, the department shall proceed pursuant to s.
138 189.062 or s. 189.067(3).

139 (c) In the case of a charter school or charter technical
140 career center, notify the appropriate sponsoring entity, which
141 may terminate the charter pursuant to ss. 1002.33 and 1002.34.

142 Section 2. Subsection (1), paragraph (j) of subsection (2),
143 paragraph (u) of subsection (3), and paragraph (i) of subsection
144 (7) of section 11.45, Florida Statutes, are amended, and
145 paragraph (x) is added to subsection (3) of that section, to

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146 read:

147 11.45 Definitions; duties; authorities; reports; rules.—

148 (1) DEFINITIONS.—As used in ss. 11.40-11.51, the term:

149 (a) "Abuse" means behavior that is deficient or improper
150 when compared with behavior that a prudent person would consider
151 a reasonable and necessary operational practice given the facts
152 and circumstances. The term includes the misuse of authority or
153 position for personal gain.

154 (b) ~~(a)~~ "Audit" means a financial audit, operational audit,
155 or performance audit.

156 (c) ~~(b)~~ "County agency" means a board of county
157 commissioners or other legislative and governing body of a
158 county, however styled, including that of a consolidated or
159 metropolitan government, a clerk of the circuit court, a
160 separate or ex officio clerk of the county court, a sheriff, a
161 property appraiser, a tax collector, a supervisor of elections,
162 or any other officer in whom any portion of the fiscal duties of
163 a body or officer expressly stated in this paragraph are ~~the~~
164 ~~above are under law~~ separately placed by law.

165 (d) ~~(e)~~ "Financial audit" means an examination of financial
166 statements in order to express an opinion on the fairness with
167 which they are presented in conformity with generally accepted
168 accounting principles and an examination to determine whether
169 operations are properly conducted in accordance with legal and
170 regulatory requirements. Financial audits must be conducted in
171 accordance with auditing standards generally accepted in the
172 United States and government auditing standards ~~as adopted by~~
173 ~~the Board of Accountancy.~~ When applicable, the scope of
174 financial audits must ~~shall~~ encompass the additional activities

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175 necessary to establish compliance with the Single Audit Act
176 Amendments of 1996, 31 U.S.C. ss. 7501-7507, and other
177 applicable federal law.

178 (e) "Fraud" means obtaining something of value through
179 willful misrepresentation, including, but not limited to,
180 intentional misstatements or intentional omissions of amounts or
181 disclosures in financial statements to deceive users of
182 financial statements, theft of an entity's assets, bribery, or
183 the use of one's position for personal enrichment through the
184 deliberate misuse or misapplication of an organization's
185 resources.

186 (f)~~(d)~~ "Governmental entity" means a state agency, a county
187 agency, or any other entity, however styled, that independently
188 exercises any type of state or local governmental function.

189 (g)~~(e)~~ "Local governmental entity" means a county agency,
190 municipality, tourist development council, county tourism
191 promotion agency, or special district as defined in s. 189.012.
192 The term, ~~but~~ does not include any housing authority established
193 under chapter 421.

194 (h)~~(f)~~ "Management letter" means a statement of the
195 auditor's comments and recommendations.

196 (i)~~(g)~~ "Operational audit" means an audit whose purpose is
197 to evaluate management's performance in establishing and
198 maintaining internal controls, including controls designed to
199 prevent and detect fraud, waste, and abuse, and in administering
200 assigned responsibilities in accordance with applicable laws,
201 administrative rules, contracts, grant agreements, and other
202 guidelines. Operational audits must be conducted in accordance
203 with government auditing standards. Such audits examine internal

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204 controls that are designed and placed in operation to promote
205 and encourage the achievement of management's control objectives
206 in the categories of compliance, economic and efficient
207 operations, reliability of financial records and reports, and
208 safeguarding of assets, and identify weaknesses in those
209 internal controls.

210 (j)~~(h)~~ "Performance audit" means an examination of a
211 program, activity, or function of a governmental entity,
212 conducted in accordance with applicable government auditing
213 standards or auditing and evaluation standards of other
214 appropriate authoritative bodies. The term includes an
215 examination of issues related to:

- 216 1. Economy, efficiency, or effectiveness of the program.
- 217 2. Structure or design of the program to accomplish its
218 goals and objectives.
- 219 3. Adequacy of the program to meet the needs identified by
220 the Legislature or governing body.
- 221 4. Alternative methods of providing program services or
222 products.
- 223 5. Goals, objectives, and performance measures used by the
224 agency to monitor and report program accomplishments.
- 225 6. The accuracy or adequacy of public documents, reports,
226 or requests prepared under the program by state agencies.
- 227 7. Compliance of the program with appropriate policies,
228 rules, or laws.
- 229 8. Any other issues related to governmental entities as
230 directed by the Legislative Auditing Committee.

231 (k)~~(i)~~ "Political subdivision" means a separate agency or
232 unit of local government created or established by law and

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233 includes, but is not limited to, the following and the officers
234 thereof: authority, board, branch, bureau, city, commission,
235 consolidated government, county, department, district,
236 institution, metropolitan government, municipality, office,
237 officer, public corporation, town, or village.

238 (l)~~(j)~~ "State agency" means a separate agency or unit of
239 state government created or established by law and includes, but
240 is not limited to, the following and the officers thereof:
241 authority, board, branch, bureau, commission, department,
242 division, institution, office, officer, or public corporation,
243 as the case may be, except any such agency or unit within the
244 legislative branch of state government other than the Florida
245 Public Service Commission.

246 (m) "Waste" means the act of using or expending resources
247 unreasonably, carelessly, extravagantly, or for no useful
248 purpose.

249 (2) DUTIES.—The Auditor General shall:

250 (j) Conduct audits of local governmental entities when
251 determined to be necessary by the Auditor General, when directed
252 by the Legislative Auditing Committee, or when otherwise
253 required by law. No later than 18 months after the release of
254 the audit report, the Auditor General shall perform such
255 appropriate followup procedures as he or she deems necessary to
256 determine the audited entity's progress in addressing the
257 findings and recommendations contained within the Auditor
258 General's previous report. The Auditor General shall notify each
259 member of the audited entity's governing body and the
260 Legislative Auditing Committee of the results of his or her
261 determination. For purposes of this paragraph, local

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262 governmental entities do not include water management districts.

263

264 The Auditor General shall perform his or her duties
265 independently but under the general policies established by the
266 Legislative Auditing Committee. This subsection does not limit
267 the Auditor General's discretionary authority to conduct other
268 audits or engagements of governmental entities as authorized in
269 subsection (3).

270 (3) AUTHORITY FOR AUDITS AND OTHER ENGAGEMENTS.—The Auditor
271 General may, pursuant to his or her own authority, or at the
272 direction of the Legislative Auditing Committee, conduct audits
273 or other engagements as determined appropriate by the Auditor
274 General of:

275 (u) The Florida Virtual School ~~pursuant to s. 1002.37.~~

276 (x) Tourist development councils and county tourism
277 promotion agencies.

278 (7) AUDITOR GENERAL REPORTING REQUIREMENTS.—

279 (i) The Auditor General shall annually transmit by July 15,
280 to the President of the Senate, the Speaker of the House of
281 Representatives, and the Department of Financial Services, a
282 list of all school districts, charter schools, charter technical
283 career centers, Florida College System institutions, state
284 universities, and local governmental entities ~~water management~~
285 ~~districts~~ that have failed to comply with the transparency
286 requirements as identified in the audit reports reviewed
287 pursuant to paragraph (b) and those conducted pursuant to
288 subsection (2).

289 Section 3. Subsection (3) of section 11.47, Florida
290 Statutes, is amended to read:

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291 11.47 Penalties; failure to make a proper audit or
292 examination; making a false report; failure to produce documents
293 or information.-

294 (3) Any person who willfully fails or refuses to provide
295 access to an employee, officer, or agent of an entity subject to
296 an audit or to furnish or produce any book, record, paper,
297 document, data, or sufficient information necessary to a proper
298 audit or examination which the Auditor General or the Office of
299 Program Policy Analysis and Government Accountability is by law
300 authorized to perform ~~commits shall be guilty of~~ a misdemeanor
301 of the first degree, punishable as provided in s. 775.082 or s.
302 775.083.

303 Section 4. Paragraph (d) of subsection (2) of section
304 28.35, Florida Statutes, is amended to read:

305 28.35 Florida Clerks of Court Operations Corporation.-

306 (2) The duties of the corporation shall include the
307 following:

308 (d) Developing and certifying a uniform system of workload
309 measures and applicable workload standards for court-related
310 functions as developed by the corporation and clerk workload
311 performance in meeting the workload performance standards. These
312 workload measures and workload performance standards shall be
313 designed to facilitate an objective determination of the
314 performance of each clerk in accordance with minimum standards
315 for fiscal management, operational efficiency, and effective
316 collection of fines, fees, service charges, and court costs. The
317 corporation shall develop the workload measures and workload
318 performance standards in consultation with the Legislature. When
319 the corporation finds a clerk has not met the workload

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320 performance standards, the corporation shall identify the nature
321 of each deficiency and any corrective action recommended and
322 taken by the affected clerk of the court. For quarterly periods
323 ending on the last day of March, June, September, and December
324 of each year, the corporation shall notify the Legislature of
325 any clerk not meeting workload performance standards and provide
326 a copy of any corrective action plans. Such notifications must
327 be submitted no later than 45 days after the end of the
328 preceding quarterly period. As used in this subsection, the
329 term:

330 1. "Workload measures" means the measurement of the
331 activities and frequency of the work required for the clerk to
332 adequately perform the court-related duties of the office as
333 defined by the membership of the Florida Clerks of Court
334 Operations Corporation.

335 2. "Workload performance standards" means the standards
336 developed to measure the timeliness and effectiveness of the
337 activities that are accomplished by the clerk in the performance
338 of the court-related duties of the office as defined by the
339 membership of the Florida Clerks of Court Operations
340 Corporation.

341 Section 5. Present subsections (6) and (7) of section
342 43.16, Florida Statutes, are renumbered as subsections (7) and
343 (8), respectively, and a new subsection (6) is added to that
344 section, to read:

345 43.16 Justice Administrative Commission; membership, powers
346 and duties.—

347 (6) The commission, each state attorney, each public
348 defender, the criminal conflict and civil regional counsel, the

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349 capital collateral regional counsel, and the Guardian Ad Litem
350 Program shall establish and maintain internal controls designed
351 to:

352 (a) Prevent and detect fraud, waste, and abuse as defined
353 in s. 11.45(1).

354 (b) Promote and encourage compliance with applicable laws,
355 rules, contracts, grant agreements, and best practices.

356 (c) Support economical and efficient operations.

357 (d) Ensure reliability of financial records and reports.

358 (e) Safeguard assets.

359 Section 6. Paragraph (c) of subsection (3) of section
360 129.03, Florida Statutes, is amended to read:

361 129.03 Preparation and adoption of budget.—

362 (3) The county budget officer, after tentatively
363 ascertaining the proposed fiscal policies of the board for the
364 next fiscal year, shall prepare and present to the board a
365 tentative budget for the next fiscal year for each of the funds
366 provided in this chapter, including all estimated receipts,
367 taxes to be levied, and balances expected to be brought forward
368 and all estimated expenditures, reserves, and balances to be
369 carried over at the end of the year.

370 (c) The board shall hold public hearings to adopt tentative
371 and final budgets pursuant to s. 200.065. The hearings shall be
372 primarily for the purpose of hearing requests and complaints
373 from the public regarding the budgets and the proposed tax
374 levies and for explaining the budget and any proposed or adopted
375 amendments. The tentative budget must be posted on the county's
376 official website at least 2 days before the public hearing to
377 consider such budget and must remain on the website for at least

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378 45 days. The final budget must be posted on the website within
379 30 days after adoption and must remain on the website for at
380 least 2 years. The tentative budgets, adopted tentative budgets,
381 and final budgets shall be filed in the office of the county
382 auditor as a public record. Sufficient reference in words and
383 figures to identify the particular transactions must ~~shall~~ be
384 made in the minutes of the board to record its actions with
385 reference to the budgets.

386 Section 7. Paragraph (f) of subsection (2) of section
387 129.06, Florida Statutes, is amended to read:

388 129.06 Execution and amendment of budget.—

389 (2) The board at any time within a fiscal year may amend a
390 budget for that year, and may within the first 60 days of a
391 fiscal year amend the budget for the prior fiscal year, as
392 follows:

393 (f) Unless otherwise prohibited by law, if an amendment to
394 a budget is required for a purpose not specifically authorized
395 in paragraphs (a)-(e), the amendment may be authorized by
396 resolution or ordinance of the board of county commissioners
397 adopted following a public hearing.

398 1. The public hearing must be advertised at least 2 days,
399 but not more than 5 days, before the date of the hearing. The
400 advertisement must appear in a newspaper of paid general
401 circulation and must identify the name of the taxing authority,
402 the date, place, and time of the hearing, and the purpose of the
403 hearing. The advertisement must also identify each budgetary
404 fund to be amended, the source of the funds, the use of the
405 funds, and the total amount of each fund's appropriations.

406 2. If the board amends the budget pursuant to this

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407 paragraph, the adopted amendment must be posted on the county's
408 official website within 5 days after adoption and must remain on
409 the website for at least 2 years.

410 Section 8. Subsections (3) and (5) of section 166.241,
411 Florida Statutes, are amended to read:

412 166.241 Fiscal years, budgets, and budget amendments.—

413 (3) The tentative budget must be posted on the
414 municipality's official website at least 2 days before the
415 budget hearing, held pursuant to s. 200.065 or other law, to
416 consider such budget and must remain on the website for at least
417 45 days. The final adopted budget must be posted on the
418 municipality's official website within 30 days after adoption
419 and must remain on the website for at least 2 years. If the
420 municipality does not operate an official website, the
421 municipality must, within a reasonable period of time as
422 established by the county or counties in which the municipality
423 is located, transmit the tentative budget and final budget to
424 the manager or administrator of such county or counties who
425 shall post the budgets on the county's website.

426 (5) If the governing body of a municipality amends the
427 budget pursuant to paragraph (4) (c), the adopted amendment must
428 be posted on the official website of the municipality within 5
429 days after adoption and must remain on the website for at least
430 2 years. If the municipality does not operate an official
431 website, the municipality must, within a reasonable period of
432 time as established by the county or counties in which the
433 municipality is located, transmit the adopted amendment to the
434 manager or administrator of such county or counties who shall
435 post the adopted amendment on the county's website.

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436 Section 9. Section 215.86, Florida Statutes, is amended to
437 read:

438 215.86 Management systems and controls.—Each state agency
439 and the judicial branch as defined in s. 216.011 shall establish
440 and maintain management systems and internal controls designed
441 to:

442 (1) Prevent and detect fraud, waste, and abuse as defined
443 in s. 11.45(1). ~~that~~

444 (2) Promote and encourage compliance with applicable laws,
445 rules, contracts, and grant agreements.†

446 (3) Support economical and ~~economic,~~ efficient, and
447 effective operations.†

448 (4) Ensure reliability of financial records and reports.†

449 (5) Safeguard and ~~safeguarding of~~ assets. Accounting
450 systems and procedures shall be designed to fulfill the
451 requirements of generally accepted accounting principles.

452 Section 10. Paragraph (a) of subsection (2) of section
453 215.97, Florida Statutes, is amended to read:

454 215.97 Florida Single Audit Act.—

455 (2) As used in this section, the term:

456 (a) "Audit threshold" means the threshold amount used to
457 determine when a state single audit or project-specific audit of
458 a nonstate entity shall be conducted in accordance with this
459 section. Each nonstate entity that expends a total amount of
460 state financial assistance equal to or in excess of \$750,000 in
461 any fiscal year of such nonstate entity shall be required to
462 have a state single audit, or a project-specific audit, for such
463 fiscal year in accordance with the requirements of this section.
464 ~~Every 2 years the Auditor General, After consulting with the~~

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465 Executive Office of the Governor, the Department of Financial
466 Services, and all state awarding agencies, the Auditor General
467 shall periodically review the threshold amount for requiring
468 audits under this section and may recommend any appropriate
469 statutory change to revise the threshold amount in the annual
470 report submitted to the Legislature pursuant to s. 11.45(7)(h)
471 ~~adjust such threshold amount consistent with the purposes of~~
472 ~~this section.~~

473 Section 11. Subsection (11) of section 215.985, Florida
474 Statutes, is amended to read:

475 215.985 Transparency in government spending.—

476 (11) Each water management district shall provide a monthly
477 financial statement in the form and manner prescribed by the
478 Department of Financial Services to the district's ~~its~~ governing
479 board and make such monthly financial statement available for
480 public access on its website.

481 Section 12. Subsection (17) of section 218.31, Florida
482 Statutes, is amended to read:

483 218.31 Definitions.—As used in this part, except where the
484 context clearly indicates a different meaning:

485 (17) "Financial audit" means an examination of financial
486 statements in order to express an opinion on the fairness with
487 which they are presented in conformity with generally accepted
488 accounting principles and an examination to determine whether
489 operations are properly conducted in accordance with legal and
490 regulatory requirements. Financial audits must be conducted in
491 accordance with auditing standards generally accepted in the
492 United States and government auditing standards ~~as adopted by~~
493 ~~the Board of Accountancy and as prescribed by rules promulgated~~

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494 ~~by the Auditor General.~~ When applicable, the scope of financial
495 audits must ~~shall~~ encompass the additional activities necessary
496 to establish compliance with the Single Audit Act Amendments of
497 1996, 31 U.S.C. ss. 7501-7507, and other applicable federal law.

498 Section 13. Subsection (2) of section 218.32, Florida
499 Statutes, is amended to read:

500 218.32 Annual financial reports; local governmental
501 entities.—

502 (2) The department shall annually by December 1 file a
503 verified report with the Governor, the Legislature, the Auditor
504 General, and the Special District Accountability Program of the
505 Department of Economic Opportunity showing the revenues, both
506 locally derived and derived from intergovernmental transfers,
507 and the expenditures of each local governmental entity, regional
508 planning council, local government finance commission, and
509 municipal power corporation that is required to submit an annual
510 financial report. In preparing the verified report, the
511 department may request additional information from the local
512 governmental entity. The information requested must be provided
513 to the department within 45 days after the request. If the local
514 governmental entity does not comply with the request, the
515 department shall notify the Legislative Auditing Committee,
516 which may take action pursuant to s. 11.40(2). The report must
517 include, but is not limited to:

518 (a) The total revenues and expenditures of each local
519 governmental entity that is a component unit included in the
520 annual financial report of the reporting entity.

521 (b) The amount of outstanding long-term debt by each local
522 governmental entity. For purposes of this paragraph, the term

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523 "long-term debt" means any agreement or series of agreements to
524 pay money, which, at inception, contemplate terms of payment
525 exceeding 1 year in duration.

526 Section 14. Present subsection (3) of section 218.33,
527 Florida Statutes, is renumbered as subsection (4), and a new
528 subsection (3) is added to that section, to read:

529 218.33 Local governmental entities; establishment of
530 uniform fiscal years and accounting practices and procedures.—

531 (3) Each local governmental entity shall establish and
532 maintain internal controls designed to:

533 (a) Prevent and detect fraud, waste, and abuse as defined
534 in s. 11.45(1).

535 (b) Promote and encourage compliance with applicable laws,
536 rules, contracts, grant agreements, and best practices.

537 (c) Support economical and efficient operations.

538 (d) Ensure reliability of financial records and reports.

539 (e) Safeguard assets.

540 Section 15. Subsections (2), (3), and (4) of section
541 218.391, Florida Statutes, are amended, and subsection (9) is
542 added to that section, to read:

543 218.391 Auditor selection procedures.—

544 (2) The governing body of a ~~charter~~ county, municipality,
545 special district, district school board, charter school, or
546 charter technical career center shall establish an auditor
547 selection ~~audit~~ committee.

548 (a) The auditor selection committee for a ~~Each noncharter~~
549 ~~county must shall establish an audit committee that,~~ at a
550 minimum, ~~shall~~ consist of each of the county officers elected
551 pursuant to the county charter or s. 1(d), Art. VIII of the

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552 State Constitution, or their respective designees ~~a designee,~~
553 and one member of the board of county commissioners or its
554 designee.

555 (b) The auditor selection committee for a municipality,
556 special district, district school board, charter school, or
557 charter technical career center must consist of at least three
558 members. One member of the auditor selection committee must be a
559 member of the governing body of an entity specified in this
560 paragraph, who shall serve as the chair of the committee.

561 (c) An employee, a chief executive officer, or a chief
562 financial officer of the county, municipality, special district,
563 district school board, charter school, or charter technical
564 career center may not serve as a member of an auditor selection
565 committee established under this subsection; however, an
566 employee, a chief executive officer, or a chief financial
567 officer of the county, municipality, special district, district
568 school board, charter school, or charter technical career center
569 may serve in an advisory capacity.

570 (d) The primary purpose of the auditor selection ~~audit~~
571 committee is to assist the governing body in selecting an
572 auditor to conduct the annual financial audit required in s.
573 218.39; however, the ~~audit~~ committee may serve other audit
574 oversight purposes as determined by the entity's governing body.
575 The public may ~~shall~~ not be excluded from the proceedings under
576 this section.

577 (3) The auditor selection ~~audit~~ committee shall:

578 (a) Establish factors to use for the evaluation of audit
579 services to be provided by a certified public accounting firm
580 duly licensed under chapter 473 and qualified to conduct audits

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581 in accordance with government auditing standards as adopted by
582 the Florida Board of Accountancy. Such factors shall include,
583 but are not limited to, ability of personnel, experience,
584 ability to furnish the required services, and such other factors
585 as may be determined by the committee to be applicable to its
586 particular requirements.

587 (b) Publicly announce requests for proposals. Public
588 announcements must include, at a minimum, a brief description of
589 the audit and indicate how interested firms can apply for
590 consideration.

591 (c) Provide interested firms with a request for proposal.
592 The request for proposal shall include information on how
593 proposals are to be evaluated and such other information the
594 committee determines is necessary for the firm to prepare a
595 proposal.

596 (d) Evaluate proposals provided by qualified firms. If
597 compensation is one of the factors established pursuant to
598 paragraph (a), it shall not be the sole or predominant factor
599 used to evaluate proposals.

600 (e) Rank and recommend in order of preference no fewer than
601 three firms deemed to be the most highly qualified to perform
602 the required services after considering the factors established
603 pursuant to paragraph (a). If fewer than three firms respond to
604 the request for proposal, the committee shall recommend such
605 firms as it deems to be the most highly qualified.

606 (4) The governing body shall inquire of qualified firms as
607 to the basis of compensation, select one of the firms
608 recommended by the auditor selection ~~audit~~ committee, and
609 negotiate a contract, using one of the following methods:

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610 (a) If compensation is not one of the factors established
611 pursuant to paragraph (3) (a) and not used to evaluate firms
612 pursuant to paragraph (3) (e), the governing body shall negotiate
613 a contract with the firm ranked first. If the governing body is
614 unable to negotiate a satisfactory contract with that firm,
615 negotiations with that firm shall be formally terminated, and
616 the governing body shall then undertake negotiations with the
617 second-ranked firm. Failing accord with the second-ranked firm,
618 negotiations shall then be terminated with that firm and
619 undertaken with the third-ranked firm. Negotiations with the
620 other ranked firms shall be undertaken in the same manner. The
621 governing body, in negotiating with firms, may reopen formal
622 negotiations with any one of the three top-ranked firms, but it
623 may not negotiate with more than one firm at a time.

624 (b) If compensation is one of the factors established
625 pursuant to paragraph (3) (a) and used in the evaluation of
626 proposals pursuant to paragraph (3) (d), the governing body shall
627 select the highest-ranked qualified firm or must document in its
628 public records the reason for not selecting the highest-ranked
629 qualified firm.

630 (c) The governing body may select a firm recommended by the
631 audit committee and negotiate a contract with one of the
632 recommended firms using an appropriate alternative negotiation
633 method for which compensation is not the sole or predominant
634 factor used to select the firm.

635 (d) In negotiations with firms under this section, the
636 governing body may allow a designee to conduct negotiations on
637 its behalf.

638 (9) If the entity fails to select the auditor in accordance

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639 with the requirements of subsections (3)-(6), the entity must
640 again perform the auditor selection process in accordance with
641 this section to select an auditor to conduct audits for
642 subsequent fiscal years.

643 Section 16. Paragraph (e) of subsection (4), paragraph (d)
644 of subsection (5), and paragraph (d) of subsection (6) of
645 section 373.536, Florida Statutes, are amended to read:

646 373.536 District budget and hearing thereon.—

647 (4) BUDGET CONTROLS; FINANCIAL INFORMATION.—

648 (e) ~~By September 1, 2012,~~ Each district shall provide a
649 monthly financial statement in the form and manner prescribed by
650 the Department of Financial Services to the district's governing
651 board and make such monthly financial statement available for
652 public access on its website.

653 (5) TENTATIVE BUDGET CONTENTS AND SUBMISSION; REVIEW AND
654 APPROVAL.—

655 (d) Each district shall, by August 1 of each year, submit
656 for review a tentative budget and a description of any
657 significant changes from the preliminary budget submitted to the
658 Legislature pursuant to s. 373.535 to the Governor, the
659 President of the Senate, the Speaker of the House of
660 Representatives, the chairs of all legislative committees and
661 subcommittees having substantive or fiscal jurisdiction over
662 water management districts, as determined by the President of
663 the Senate or the Speaker of the House of Representatives, as
664 applicable, the secretary of the department, and the governing
665 body of each county in which the district has jurisdiction or
666 derives any funds for the operations of the district. The
667 tentative budget must be posted on the district's official

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668 website at least 2 days before budget hearings held pursuant to
669 s. 200.065 or other law and must remain on the website for at
670 least 45 days.

671 (6) FINAL BUDGET; ANNUAL AUDIT; CAPITAL IMPROVEMENTS PLAN;
672 WATER RESOURCE DEVELOPMENT WORK PROGRAM.—

673 (d) The final adopted budget must be posted on the water
674 management district's official website within 30 days after
675 adoption and must remain on the website for at least 2 years.

676 Section 17. Paragraph (1) of subsection (12) of section
677 1001.42, Florida Statutes, as amended by chapter 2018-5, Laws of
678 Florida, is amended to read:

679 1001.42 Powers and duties of district school board.—The
680 district school board, acting as a board, shall exercise all
681 powers and perform all duties listed below:

682 (12) FINANCE.—Take steps to assure students adequate
683 educational facilities through the financial procedure
684 authorized in chapters 1010 and 1011 and as prescribed below:

685 (1) *Internal auditor.*—May or, in the case of a school
686 district receiving annual federal, state, and local funds in
687 excess of \$500 million, shall employ an internal auditor. The
688 scope of the internal auditor shall not be restricted and shall
689 include every functional and program area of the school system.

690 1. The internal auditor shall perform ongoing financial
691 verification of the financial records of the school district, a
692 comprehensive risk assessment of all areas of the school system
693 every 5 years, and other audits and reviews as the district
694 school board directs for determining:

695 a. The adequacy of internal controls designed to prevent
696 and detect fraud, waste, and abuse as defined in s. 11.45(1).

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697 b. Compliance with applicable laws, rules, contracts, grant
698 agreements, district school board-approved policies, and best
699 practices.

700 c. The efficiency of operations.

701 d. The reliability of financial records and reports.

702 e. The safeguarding of assets.

703 f. Financial solvency.

704 g. Projected revenues and expenditures.

705 h. The rate of change in the general fund balance.

706 2. The internal auditor shall prepare audit reports of his
707 or her findings and report directly to the district school board
708 or its designee.

709 3. Any person responsible for furnishing or producing any
710 book, record, paper, document, data, or sufficient information
711 necessary to conduct a proper audit or examination which the
712 internal auditor is by law authorized to perform is subject to
713 the provisions of s. 11.47(3) and (4).

714 Section 18. Paragraph (j) of subsection (9) of section
715 1002.33, Florida Statutes, is amended to read:

716 1002.33 Charter schools.—

717 (9) CHARTER SCHOOL REQUIREMENTS.—

718 (j) The governing body of the charter school shall be
719 responsible for:

720 1. Establishing and maintaining internal controls designed
721 to:

722 a. Prevent and detect fraud, waste, and abuse as defined in
723 s. 11.45(1).

724 b. Promote and encourage compliance with applicable laws,
725 rules, contracts, grant agreements, and best practices.

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726 c. Support economical and efficient operations.
727 d. Ensure reliability of financial records and reports.
728 e. Safeguard assets.
729 ~~2.1-~~ Ensuring that the charter school has retained the
730 services of a certified public accountant or auditor for the
731 annual financial audit, pursuant to s. 1002.345(2), who shall
732 submit the report to the governing body.
733 ~~3.2-~~ Reviewing and approving the audit report, including
734 audit findings and recommendations for the financial recovery
735 plan.
736 ~~4.a.3.a-~~ Performing the duties in s. 1002.345, including
737 monitoring a corrective action plan.
738 b. Monitoring a financial recovery plan in order to ensure
739 compliance.
740 ~~5.4-~~ Participating in governance training approved by the
741 department which must include government in the sunshine,
742 conflicts of interest, ethics, and financial responsibility.
743 Section 19. Present subsections (6) through (10) of section
744 1002.37, Florida Statutes, are renumbered as subsections (7)
745 through (11), respectively, present subsection (6) is amended,
746 and a new subsection (6) is added to that section, to read:
747 1002.37 The Florida Virtual School.-
748 (6) The Florida Virtual School shall have an annual
749 financial audit of its accounts and records conducted by an
750 independent auditor who is a certified public accountant
751 licensed under chapter 473. The independent auditor shall
752 conduct the audit in accordance with rules adopted by the
753 Auditor General pursuant to s. 11.45 and, upon completion of the
754 audit, shall prepare an audit report in accordance with such

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755 rules. The audit report must include a written statement by the
756 board of trustees describing corrective action to be taken in
757 response to each of the independent auditor's recommendations
758 included in the audit report. The independent auditor shall
759 submit the audit report to the board of trustees and the Auditor
760 General no later than 9 months after the end of the preceding
761 fiscal year.

762 (7)~~(6)~~ The board of trustees shall annually submit to the
763 Governor, the Legislature, the Commissioner of Education, and
764 the State Board of Education the audit report prepared pursuant
765 to subsection (6) and a complete and detailed report setting
766 forth:

767 (a) The operations and accomplishments of the Florida
768 Virtual School within the state and those occurring outside the
769 state as Florida Virtual School Global.

770 (b) The marketing and operational plan for the Florida
771 Virtual School and Florida Virtual School Global, including
772 recommendations regarding methods for improving the delivery of
773 education through the Internet and other distance learning
774 technology.

775 (c) The assets and liabilities of the Florida Virtual
776 School and Florida Virtual School Global at the end of the
777 fiscal year.

778 ~~(d) A copy of an annual financial audit of the accounts and~~
779 ~~records of the Florida Virtual School and Florida Virtual School~~
780 ~~Global, conducted by an independent certified public accountant~~
781 ~~and performed in accordance with rules adopted by the Auditor~~
782 ~~General.~~

783 (d)~~(e)~~ Recommendations regarding the unit cost of providing

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784 services to students through the Florida Virtual School and
785 Florida Virtual School Global. In order to most effectively
786 develop public policy regarding any future funding of the
787 Florida Virtual School, it is imperative that the cost of the
788 program is accurately identified. The identified cost of the
789 program must be based on reliable data.

790 (e)~~(f)~~ Recommendations regarding an accountability
791 mechanism to assess the effectiveness of the services provided
792 by the Florida Virtual School and Florida Virtual School Global.

793 Section 20. Subsection (5) is added to section 1010.01,
794 Florida Statutes, to read:

795 1010.01 Uniform records and accounts.—

796 (5) Each school district, Florida College System
797 institution, and state university shall establish and maintain
798 internal controls designed to:

799 (a) Prevent and detect fraud, waste, and abuse as defined
800 in s. 11.45(1).

801 (b) Promote and encourage compliance with applicable laws,
802 rules, contracts, grant agreements, and best practices.

803 (c) Support economical and efficient operations.

804 (d) Ensure reliability of financial records and reports.

805 (e) Safeguard assets.

806 Section 21. Section 1012.8551, Florida Statutes, is created
807 to read:

808 1012.8551 Employee background screening and investigations
809 for Florida College System personnel.—Section 110.1127 applies
810 to each institution in the Florida College System. Each
811 institution must designate the positions subject to background
812 screening and investigation pursuant to that section.

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813 Section 22. Section 1012.915, Florida Statutes, is created
814 to read:

815 1012.915 Employee background screening and investigations
816 for State University System personnel.—Section 110.1127 applies
817 to each institution in the State University System. Each
818 institution must designate the positions subject to background
819 screening and investigation pursuant to that section.

820 Section 23. Subsection (3) of section 218.503, Florida
821 Statutes, is amended to read:

822 218.503 Determination of financial emergency.—

823 (3) Upon notification that one or more of the conditions in
824 subsection (1) have occurred or will occur if action is not
825 taken to assist the local governmental entity or district school
826 board, the Governor or his or her designee shall contact the
827 local governmental entity or the Commissioner of Education or
828 his or her designee shall contact the district school board, as
829 appropriate, to determine what actions have been taken by the
830 local governmental entity or the district school board to
831 resolve or prevent the condition. The information requested must
832 be provided within 45 days after the date of the request. If the
833 local governmental entity or the district school board does not
834 comply with the request, the Governor or his or her designee or
835 the Commissioner of Education or his or her designee shall
836 notify ~~the members of~~ the Legislative Auditing Committee, which
837 ~~who~~ may take action pursuant to s. 11.40(2) ~~11.40~~. The Governor
838 or the Commissioner of Education, as appropriate, shall
839 determine whether the local governmental entity or the district
840 school board needs state assistance to resolve or prevent the
841 condition. If state assistance is needed, the local governmental

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842 entity or district school board is considered to be in a state
843 of financial emergency. The Governor or the Commissioner of
844 Education, as appropriate, has the authority to implement
845 measures as set forth in ss. 218.50-218.504 to assist the local
846 governmental entity or district school board in resolving the
847 financial emergency. Such measures may include, but are not
848 limited to:

849 (a) Requiring approval of the local governmental entity's
850 budget by the Governor or approval of the district school
851 board's budget by the Commissioner of Education.

852 (b) Authorizing a state loan to a local governmental entity
853 and providing for repayment of same.

854 (c) Prohibiting a local governmental entity or district
855 school board from issuing bonds, notes, certificates of
856 indebtedness, or any other form of debt until such time as it is
857 no longer subject to this section.

858 (d) Making such inspections and reviews of records,
859 information, reports, and assets of the local governmental
860 entity or district school board as are needed. The appropriate
861 local officials shall cooperate in such inspections and reviews.

862 (e) Consulting with officials and auditors of the local
863 governmental entity or the district school board and the
864 appropriate state officials regarding any steps necessary to
865 bring the books of account, accounting systems, financial
866 procedures, and reports into compliance with state requirements.

867 (f) Providing technical assistance to the local
868 governmental entity or the district school board.

869 (g)1. Establishing a financial emergency board to oversee
870 the activities of the local governmental entity or the district

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871 school board. If a financial emergency board is established for
872 a local governmental entity, the Governor shall appoint board
873 members and select a chair. If a financial emergency board is
874 established for a district school board, the State Board of
875 Education shall appoint board members and select a chair. The
876 financial emergency board shall adopt such rules as are
877 necessary for conducting board business. The board may:

878 a. Make such reviews of records, reports, and assets of the
879 local governmental entity or the district school board as are
880 needed.

881 b. Consult with officials and auditors of the local
882 governmental entity or the district school board and the
883 appropriate state officials regarding any steps necessary to
884 bring the books of account, accounting systems, financial
885 procedures, and reports of the local governmental entity or the
886 district school board into compliance with state requirements.

887 c. Review the operations, management, efficiency,
888 productivity, and financing of functions and operations of the
889 local governmental entity or the district school board.

890 d. Consult with other governmental entities for the
891 consolidation of all administrative direction and support
892 services, including, but not limited to, services for asset
893 sales, economic and community development, building inspections,
894 parks and recreation, facilities management, engineering and
895 construction, insurance coverage, risk management, planning and
896 zoning, information systems, fleet management, and purchasing.

897 2. The recommendations and reports made by the financial
898 emergency board must be submitted to the Governor for local
899 governmental entities or to the Commissioner of Education and

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900 the State Board of Education for district school boards for
901 appropriate action.

902 (h) Requiring and approving a plan, to be prepared by
903 officials of the local governmental entity or the district
904 school board in consultation with the appropriate state
905 officials, prescribing actions that will cause the local
906 governmental entity or district school board to no longer be
907 subject to this section. The plan must include, but need not be
908 limited to:

909 1. Provision for payment in full of obligations outlined in
910 subsection (1), designated as priority items, which are
911 currently due or will come due.

912 2. Establishment of priority budgeting or zero-based
913 budgeting in order to eliminate items that are not affordable.

914 3. The prohibition of a level of operations which can be
915 sustained only with nonrecurring revenues.

916 4. Provisions implementing the consolidation, sourcing, or
917 discontinuance of all administrative direction and support
918 services, including, but not limited to, services for asset
919 sales, economic and community development, building inspections,
920 parks and recreation, facilities management, engineering and
921 construction, insurance coverage, risk management, planning and
922 zoning, information systems, fleet management, and purchasing.

923 Section 24. The Legislature finds that a proper and
924 legitimate state purpose is served when internal controls are
925 established to prevent and detect fraud, waste, and abuse and to
926 safeguard and account for government funds and property.
927 Therefore, the Legislature determines and declares that this act
928 fulfills an important state interest.

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929

Section 25. This act shall take effect July 1, 2019.

SECTION C

SECTION 1

**Windward
Community Development District**

Summary of Check Register

January 11, 2020 to February 11, 2020

Fund	Date	Check No.'s	Amount
General Fund			
	1/17/20	222-225	\$ 6,537.43
	1/24/20	226-227	\$ 186,340.41
	1/30/20	228	\$ 98.67
			<hr/>
			\$ 192,976.51
			<hr/>
			\$ 192,976.51

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/17/20	00001	1/01/20	66	202001	320-53800-12000				FIELD MANAGEMENT - JAN20	*	1,250.00		

												1,250.00	000222
1/17/20	00008	1/10/20	55691	202001	320-53800-46800				LANDSCAPE MAINT-JAN20	*	3,261.67		
		1/10/20	55691	202001	320-53800-46800				PHASE3A-CLBHS RDWAY-JAN20	*	1,120.76		

												4,382.43	000223
1/17/20	00012	1/01/20	1330	202001	320-53800-46900				FOUNTAIN SERVICE-JAN20	*	300.00		

												300.00	000224
1/17/20	00013	9/20/19	18-021(2	201908	310-51300-31100				ENGINEER SEV THRU AUG19	*	605.00		

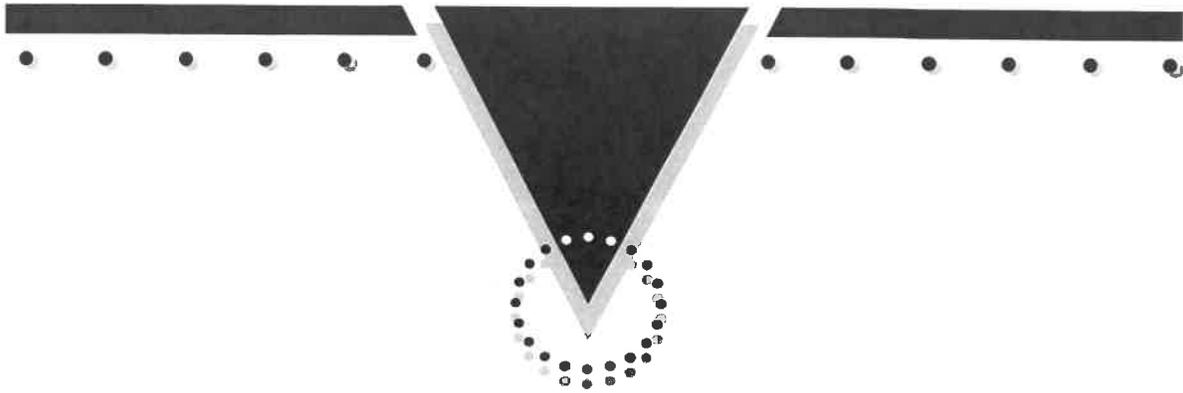
												605.00	000225
1/24/20	00024	1/24/20	012420	202001	300-20700-10100				TAX COLLECTOR ERROR DEP	*	13,819.67		

												13,819.67	000226
1/24/20	00025	1/20/20	012020	202001	300-20700-10000				TRANSFER TAX RCPT SER2018	*	172,520.74		

												172,520.74	000227
1/30/20	00002	1/17/20	89550	201912	310-51300-31500				DISBURSEMENT/BOS MTG	*	25.17		
		1/17/20	89551	201912	310-51300-31500				EXPANSION/INTERLOCAL AGRE	*	73.50		

												98.67	000228
											TOTAL FOR BANK A	192,976.51	
											TOTAL FOR REGISTER	192,976.51	

SECTION 2



**Windward
Community Development District**

Unaudited Financial Reporting

January 31, 2020



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2	<u>GENERAL FUND INCOME STATEMENT</u>
3	<u>SERIES 2018 DEBT SERVICE INCOME STATEMENT</u>
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6	<u>LONG TERM DEBT SUMMARY</u>
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WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
January 31, 2020

	<u>GENERAL FUND</u>	<u>DEBT SERVICE FUND</u>	<u>CAPITAL PROJECTS FUND</u>	<u>TOTALS</u>
<u>ASSETS:</u>				
CASH	\$280,378	---	---	\$280,378
<u>INVESTMENTS</u>				
SERIES 2018 A-1/A-2				
RESERVE A-1	---	\$121,730	---	\$121,730
RESERVE A-2	---	\$108,025	---	\$108,025
REVENUE	---	\$172,732	---	\$172,732
INTEREST A-1	---	\$0	---	\$0
INTEREST A-2	---	\$7,379	---	\$7,379
PREPAYMENT A-2	---	\$389,557	---	\$389,557
CONSTRUCTION	---	---	\$5,269	\$5,269
DUE FROM GENERAL FUND	---	\$0	\$1,230	\$1,230
TOTAL ASSETS	<u>\$280,378</u>	<u>\$799,423</u>	<u>\$6,499</u>	<u>\$1,086,300</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$5,802	---	---	\$5,802
DUE TO OTHER	\$1,230	---	---	\$1,230
<u>FUND BALANCES:</u>				
FUND BALANCES:				
RESTRICTED FOR DEBT 2018	---	\$799,423	---	\$799,423
RESTRICTED FOR CAPITAL PROJECTS 2018	---	---	\$6,499	\$6,499
UNASSIGNED	\$273,346	---	---	\$273,346
TOTAL LIABILITIES & FUND BALANCES	<u>\$280,378</u>	<u>\$799,423</u>	<u>\$6,499</u>	<u>\$1,086,300</u>

WINDWARD

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues, Expenditures and Changes in Fund Balance

For The Period Ending January 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/20	ACTUAL THRU 01/31/20	VARIANCE
REVENUES:				
SPECIAL ASSESSMENTS	\$149,282	\$149,282	\$221,080	\$71,798
DIRECT ASSESSMENTS	\$162,945	\$76,584	\$76,584	\$0
DEFICIT FUNDING	\$180,900	\$60,996	\$60,996	\$0
TOTAL REVENUES	\$493,127	\$286,862	\$358,659	\$71,798
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISORS FEES	\$4,800	\$1,600	\$200	\$1,400
FICA EXPENSE	\$367	\$122	\$15	\$107
ENGINEERING	\$12,000	\$4,000	\$0	\$4,000
ATTORNEY	\$25,000	\$8,333	\$3,186	\$5,147
ARBITRAGE	\$450	\$0	\$0	\$0
DISSEMINATION	\$3,500	\$1,167	\$1,667	(\$500)
ANNUAL AUDIT	\$3,600	\$0	\$0	\$0
TRUSTEE FEE	\$5,000	\$3,717	\$3,717	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$35,000	\$11,667	\$11,667	(\$0)
INFORMATION TECHNOLOGY	\$1,800	\$600	\$200	\$400
TELEPHONE	\$300	\$100	\$0	\$100
POSTAGE	\$1,000	\$333	\$57	\$276
INSURANCE	\$5,500	\$5,500	\$2,465	\$3,035
PRINTING & BINDING	\$1,000	\$333	\$33	\$300
LEGAL ADVERTISING	\$2,500	\$833	\$680	\$153
OTHER CURRENT CHARGES	\$1,000	\$333	\$25	\$308
OFFICE SUPPLIES	\$625	\$208	\$21	\$188
PROPERTY APPRAISER	\$500	\$0	\$0	\$0
PROPERTY TAXES	\$250	\$250	\$0	\$250
TRAVEL PER DIEM	\$660	\$220	\$0	\$220
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATION	\$110,027	\$44,493	\$29,109	\$15,384
FIELD OPERATIONS:				
FIELD SERVICES	\$15,000	\$5,000	\$5,000	\$0
TELEPHONE	\$3,500	\$1,167	\$0	\$1,167
ELECTRIC	\$26,000	\$8,667	\$4,318	\$4,349
WATER & SEWER	\$210,000	\$73,668	\$73,668	\$0
SECURITY BUILDING MAINTENANCE	\$10,000	\$3,333	\$1,038	\$2,296
LANDSCAPE MAINTENANCE	\$63,000	\$21,000	\$22,971	(\$1,971)
LANDSCAPE CONTINGENCY	\$25,000	\$8,333	\$0	\$8,333
PROPERTY INSURANCE	\$6,000	\$6,000	\$5,125	\$875
FOUNTAIN MAINTENANCE	\$4,200	\$1,400	\$1,200	\$200
LAKE MAINTENANCE	\$6,000	\$2,000	\$0	\$2,000
IRRIGATION REPAIRS	\$4,000	\$1,333	\$0	\$1,333
LIGHTING MAINTENANCE	\$2,500	\$833	\$0	\$833
MONUMENT MAINTENANCE	\$1,400	\$467	\$0	\$467
ROADWAY MAINTENANCE	\$1,500	\$500	\$765	(\$265)
MISC. CONTINGENCY	\$5,000	\$1,667	\$35	\$1,632
TOTAL FIELD OPERATIONS	\$383,100	\$135,368	\$114,119	\$21,249
TOTAL EXPENDITURES	\$493,127	\$179,861	\$143,229	\$36,633
EXCESS REVENUES (EXPENDITURES)	\$0		\$215,431	
FUND BALANCE - Beginning	\$0		\$57,915	
FUND BALANCE - Ending	\$0		\$273,346	

WINDWARD
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
Series 2018

Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ending January 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/20	ACTUAL THRU 01/31/20	VARIANCE
<u>REVENUES:</u>				
SPECIAL ASSESSMENTS	\$252,117	\$172,521	\$172,521	\$0
ASSESSMENTS - DIRECT	\$196,202	\$0	\$0	\$0
ASSESSMENTS - PREPAYMENT	\$0	\$0	\$389,557	\$389,557
INTEREST	\$500	\$167	\$325	\$158
TOTAL REVENUES	\$448,818	\$172,687	\$562,403	\$389,715
<u>EXPENDITURES:</u>				
<u>Series 2018A-1</u>				
INTEREST - 11/01	\$97,108	\$97,108	\$97,108	\$0
PRINCIPAL - 05/01	\$50,000	\$0	\$0	\$0
INTEREST - 05/01	\$97,108	\$0	\$0	\$0
<u>Series 2018A-2</u>				
PRINCIPAL - 11/01'	\$315,000	\$315,000	\$330,000	(\$15,000)
INTEREST - 11/01	\$108,025	\$108,025	\$108,025	\$0
INTEREST - 05/01	\$98,890	\$0	\$0	\$0
TOTAL EXPENDITURES	\$766,131	\$520,133	\$535,133	(\$15,000)
EXCESS REVENUES (EXPENDITURES)	(\$317,313)		\$27,270	
FUND BALANCE - Beginning	\$534,352		\$772,152	
FUND BALANCE - Ending	\$217,039		\$799,423	

WINDWARD

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

Series 2018

Statement of Revenues, Expenditures and Changes in Fund Balance

For The Period Ending January 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 01/31/20	ACTUAL THRU 01/31/20	VARIANCE
REVENUES:				
INTEREST	\$0	\$0	\$3	\$3
TOTAL REVENUES	\$0	\$0	\$3	\$3
EXPENDITURES:				
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$3	
FUND BALANCE - Beginning	\$0		\$6,496	
FUND BALANCE - Ending	\$0		\$6,499	

**WINDWARD
COMMUNITY DEVELOPMENT DISTRICT**

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
REVENUES:													
SPECIAL ASSESSMENTS	\$0	\$32,816	\$187,817	\$447	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$221,080
DIRECT ASSESSMENTS	\$0	\$0	\$76,584	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$76,584
DEVELOPER CONTRIBUTIONS	\$5,000	\$55,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,996
TOTAL REVENUES	\$5,000	\$88,811	\$264,401	\$447	\$0	\$358,659							
EXPENDITURES:													
ADMINISTRATIVE													
SUPERVISOR FEES	\$0	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
FICA EXPENSE	\$0	\$0	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$47	\$3,041	\$89	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,186
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION	\$292	\$292	\$792	\$292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,667
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEE	\$0	\$0	\$3,717	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,717
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
MANAGEMENT FEES	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,667
INFORMATION TECHNOLOGY	\$50	\$50	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$21	\$33	\$2	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57
INSURANCE	\$2,465	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,465
PRINTING & BINDING	\$1	\$0	\$33	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33
LEGAL ADVERTISING	\$680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$680
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25
OFFICE SUPPLIES	\$0	\$0	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21
PROPERTY APPRAISER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY TAXES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
FIELD OPERATIONS													
FIELD SERVICES	\$1,250	\$1,250	\$1,250	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ELECTRIC	\$994	\$1,043	\$1,172	\$1,109	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,318
WATER & SEWER	\$7,717	\$24,938	(\$2,214)	\$43,228	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73,668
SECURITY BUILDING MAINTENANCE	\$438	\$300	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,038
LANDSCAPE MAINTENANCE	\$6,797	\$4,867	\$4,382	\$6,924	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,971
LANDSCAPE CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY INSURANCE	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
FOUNTAIN MAINTENANCE	\$300	\$300	\$300	\$300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200
LAKE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LIGHTING MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MONUMENT MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ROADWAY MAINTENANCE	\$765	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$765
MISC. CONTINGENCY	\$560	(\$525)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35
TOTAL EXPENDITURES	\$35,592	\$38,505	\$13,034	\$56,097	\$0	\$143,229							
Excess Revenues (Expenditures)	(\$30,592)	\$50,306	\$251,367	(\$55,650)	\$0	\$215,431							

**WINDWARD
COMMUNITY DEVELOPMENT DISTRICT
LONG TERM DEBT REPORT**

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

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	\$98,455
RESERVE FUND BALANCE	\$108,025
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)
CURRENT BONDS OUTSTANDING	\$3,395,000

**WINDWARD
COMMUNITY DEVELOPMENT DISTRICT**

Special Assessment Receipts

Fiscal Year 2020

TOTAL ASSESSMENT LEVY	Net Assessments	\$312,226.92	\$243,648.00	\$555,874.92
	Gross Assessments	\$332,156.30	\$259,200.00	\$591,356.30
	ASSESSED THROUGH COUNTY			
		56.17%	43.83%	100.00%

DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	DSF Portion	Total
11/12/19	ACH	\$221.13	\$4.42	\$11.38	\$0.00	\$205.33	\$115.33	\$90.00	\$205.33
11/22/19	ACH	\$61,881.69	\$1,237.64	\$2,425.81	\$0.00	\$58,218.24	\$32,700.35	\$25,517.89	\$58,218.24
12/06/19	ACH	\$322,926.90	\$6,458.54	\$0.00	\$0.00	\$316,468.36	\$177,755.71	\$138,712.65	\$316,468.36
12/23/19	ACH	\$18,278.88	\$365.57	\$0.00	\$0.00	\$17,913.31	\$10,061.65	\$7,851.66	\$17,913.31
01/13/20	ACH	\$662.31	\$13.25	\$0.00	\$0.00	\$649.06	\$364.57	\$284.49	\$649.06
01/21/20	ACH	\$0.00	\$0.00	\$0.00	\$146.12	\$146.12	\$82.07	\$64.05	\$146.12
TOTAL		\$403,970.91	\$8,079.42	\$2,437.19	\$146.12	\$393,600.42	\$221,079.68	\$172,520.74	\$393,600.42

72%	Gross Percent Collected
\$187,385.39	Balance Remaining to Collect

K. Hovnanian at Mystic Dunes, LLC						
			Net Assessments	\$349,369.34	\$114,875.88	\$196,201.50
DATE RECEIVED	DUE DATE	CHECK NO.	NET ASSESSED	AMOUNT RECEIVED	GENERAL FUND	DEBT SERVICE FUND 2018
12/19/19	12/1/19	110031	\$76,583.92	\$76,583.92	\$76,583.92	-
	2/1/20		\$38,291.96			
	4/1/19		\$98,100.75			
	5/1/20		\$38,291.96			
	9/1/19		\$98,100.75			
			\$349,369.34	\$76,583.92	\$76,583.92	\$0.00