Windsor at Westside Community Development District

Agenda

October 28, 2016

Windsor at Westside

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

October 28, 2016

Board of Supervisors Windsor at Westside Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of Windsor at Westside Community Development District will be held Friday, October 28, 2016 at 9:00 AM at the Club at Windsor at Westside, 2100 Tripoli Court, Kissimmee, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of July 29, 2016 Meeting
- 4. Consideration of Resolution 2017-01 Ratifying the Series 2016 Bond Issuance
- 5. Consideration of Amended and Restated Disclosure of Public Financing Report
- 6. Ratification of Series 2016 Requisitions #6 #9
- 7. Presentation of Memorandum and Consideration of Resolution 2017-02 Adopting Policies Related to Prompt Payment
- 8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Consideration of Funding Requests #1, #2 & #3
- 9. Supervisor's Requests
- 10. Adjournment

The second order of business is the Public Comment 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 the approval of the minutes of the July 29, 2016 meeting. The minutes are enclosed for your review.

The fourth order of business is the consideration of Resolution 2017-01 ratifying the Series 2016 bond issuance. A copy of the Resolution is enclosed for your review.

The fifth order of business is the consideration of the Amended and Restated Disclosure of Public Financing Report for the Series 2016 bonds. A copy of the report is enclosed for your review.

The sixth order of business is the ratification of Series 2016 Requisitions #6 - #9. Copies of the requisitions and supporting invoices are enclosed for your review.

The seventh order of business is the presentation of memorandum and consideration of Resolution 2017-02 adopting policies related to prompt payment. A copy of the memo and Resolution are enclosed for your review.

Section C of the eighth order of business is the District Manager's Report. Section 1 includes the balance sheet and income statement for your review. The Series 2015 and 2016 Construction Account schedules are included as part of the financials. Section 2 is the consideration of funding requests #1, #2 & #3. The funding requests and supporting documentation is enclosed 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,

George S. Flint

District Manager

CC: Tu

Tucker Mackie, District Counsel Jere Earlywine, District Counsel Broc Althafer, District Engineer

Enclosures

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MINUTES OF MEETING WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Windsor at Westside Community Development District was held Friday, July 29, 2016 at 9:15 a.m. in the Club at Windsor at Westside, 2100 Tripoli Court, Kissimmee, Florida.

Present and constituting a quorum were:

Carlos Gregory Chairman
Cliff Torres Vice Chairman
Joshua Kalin Assistant Secretary
Angel Alfonso Assistant Treasurer

Also present were:

George Flint District Manager

Tucker Mackie District Counsel by telephone

Broc Althafer District Engineer
Alan Scheerer Field Manger
Ralph Josey Resident

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order.

SECOND ORDER OF BUSINES

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the June 24, 2016 Meeting

Mr. Flint stated the next item is approval of the minutes of the June 24, 2016 meeting. Are there any additions, deletions or corrections to the minutes?

There being none,

On MOTION by Mr. Gregory seconded by Mr. Kalin with all in favor the minutes of the June 24, 2016 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Public Hearing

On MOTION by Mr. Gregory seconded by Mr. Kalin with all in favor the public hearing was opened.

A. Consideration of Resolution 2016-10 Adopting the Fiscal Year 2017 Budget and Relating to the Annual Appropriations

Mr. Flint stated it is a public hearing and we do have one member of the public present. Do you have any comment for the Board at this point?

Mr. Josey responded no.

Mr. Flint stated you have Resolution 2016-10 and it is fairly consistent with what you saw when you approved the proposed budget. It contemplates that O&M assessments in the amount of \$198,963 would be imposed on the entire project, which is Phase 1 and Phase 2. Phase 1 is fully platted and Phase 2A is platted and 2B is not platted but we are including all the units in 2A and 2B and 2B because it is not platted will be direct billed and 2A would be on the tax roll like Phase 1 is. On the table at the bottom of page 2 it should reflect all the planned units and you will see there is a proposed increase of \$34 to \$45 depending on the product type over the entire year. The primary reason for that is the increase in the landscape maintenance cost, there is some increase in lake maintenance costs because you are going to be adding two additional ponds in Phase 2. The \$10,500 in lake maintenance doesn't include the mowing around those two ponds it includes the treatment of the lakes themselves. The mowing is not included in the landscape maintenance number for those two ponds so we are going to have to deal with that. There is a deficit funding agreement with Pulte so to the extent that there are expenses that come on that can't be accommodated within this there is a backstop funding agreement.

Mr. Gregory asked when do those ponds come online?

Mr. Torres stated they will come online next week.

Mr. Gregory asked what about Phase 2?

Mr. Torres stated Phase 2 is probably six months away.

On MOTION by Mr. Gregory seconded by Mr. Alfonso with all in favor Resolution 2016-10 was approved.

B. Consideration of Resolution 2016-11 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint stated because these assessments were increasing there was a first class mailed notice that went out to all of the property owners within the District and it was mailed to the address that is on the property owner's tax bills. Mr. Josey indicated that he didn't receive the letter but I asked him to check where his tax bill is going because that is where the letter would have gone. Pulte was mailed notice as well and there were also two notices that were put in the paper and it was placed on the District's website and mailed to Osceola County as required by statute. We received one resident phone call as a result of the mailed notice and once we went through and explained it the resident was fine, it was Mr. James Smith.

Resolution 2016-11 imposes the O&M assessments that are associated with the budget you just adopted. There are two exhibits to the resolution, the first one is the adopted 2017 budget and the second is the assessment roll. We have attached the assessment roll that lists all the parcel IDs and the associated O&M and debt service payments.

Ms. Mackie stated it is in the form previously adopted by the Board in the prior fiscal year.

On MOTION by Mr. Gregory seconded by Mr. Kalin with all in favor Resolution 2016-11 was approved.

On MOTION by Mr. Gregory seconded by Mr. Kalin with all in favor the public hearing was closed.

FIFTH ORDER OF BUSINESS

Consideration of Fiscal Year 2017 Developer Funding Agreement

Mr. Flint stated next is the Fiscal Year 2017 developer funding agreement and the intent of this agreement is that in the event the assessments that were just imposed associated with the

budget are not adequate to fund the operating expenses of the District. This is a backstop deficit funding agreement that the District would enter into with Pulte. We did budget fairly tight in this annual budget and the reason we budgeted tight is that we didn't want to impose assessments then generate revenue that didn't have offsetting expenses. Because we budgeted so tight we felt it was appropriate to have an agreement in place in the event there are not adequate funds.

On MOTION by Mr. Gregory seconded by Mr. Alfonso with all in favor the Fiscal Year 2017 developer funding agreement with Pulte Homes was approved.

SIXTH ORDER OF BUSINESS

Ratification of Series 2015 Requisition #10 and Series 2016 Requisitions #2 - #4

Mr. Flint stated this is just ratifying requisitions the Board has already discussed and District Counsel and District Engineer have gone over this with the Board but because they were not in their final form at the last meeting and had not been executed we placed them on this agenda to be ratified by the Board. Requisition 10 is from the Series 2015 Bonds and this spends down the remaining funds that were in the construction account. There was a True-Up that was done for the landscape, hardscape improvements that were shared by Phase 1 and Phase 2 and this draws down the remaining funds in that acquisition and construction account.

Then you have requisitions 2-4 that are associated with Phase 2 and the Series 2016 Bonds.

Mr. Althafer stated requisition 2 is the Phase 2 of the Monaco Boulevard costs. The way the Engineer's Report originally broke that out was the costs of Monaco Boulevard were split between Phases 1 and 2 based on the number of units so this is the Phase 2 proportionate share.

Requisition no. 3, Phase 2 cost of Monaco Boulevard and Westside Boulevard landscape and hardscape with the same breakout. Those improvements were installed in Phase 1 but the cost is split between Phase 1 and Phase 2 and this is the Phase 2 proportionate share.

The last one is Phase 2 A improvements and 2B stormwater pond construction. That is everything that is ongoing in that phase.

On MOTION by Mr. Gregory seconded by Mr. Kalin with all in favor Series 2015 requisition #10 and Series 2016 requisitions #2 - #4 were ratified.

SEVENTH ORDER OF BUSINESS

Consideration of Series 2016 Requisition #5

Mr. Flint stated the next one is a new requisition, Requisition no. 5 for the Series 2016 Bonds and this is for Hopping Green & Sams work associated with the preparation and review of the requisitions.

On MOTION by Mr. Gregory seconded by Mr. Kalin with all in favor Series 2016 requisition #5 was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Landscape & Irrigation Maintenance Services Agreement with Down to Earth Lawn Care II, Inc.

Mr. Flint stated next is an agreement between the District and Down to Earth Lawn Care II, Inc. At the last meeting the Board authorized the Chairman to terminate the agreement with BrightView (formerly Valleycrest) and we have since negotiated a new agreement with Down to Earth. The notice was issued to BrightView on July 6th it was a 30 day termination provision so the new contract with Down to Earth would be in effect August 6, 2016. Exhibit A shows the map of the maintenance areas and Exhibit B shows the scope of work. Our main concern was that they fulfill any warranty obligations before the end of that period. On Monday and Tuesday they will be replacing about 16 of the palm trees that are dead before the end of their 30 days. We tried to make sure they perform through the end of their notice period although I saw some grass kind of piled in the medians and stuff. We are keeping on them as much as we can.

On MOTION by Mr. Gregory seconded by Mr. Alfonso with all in favor the agreement with Down to Earth Lawn Care II, Inc. was approved.

NINTH ORDER OF BUSINESS

Consideration of Aquatic Plant Management Agreement with Applied Aquatic Management, Inc.

Mr. Flint stated next is an agreement with Applied Aquatic and this is to maintain the large pond behind the clubhouse. Up to this point there hasn't been an aquatic maintenance contract and it is starting to show. We are starting to get cattails and other undesirable growth in the pond. We solicited a proposal from Applied Aquatic that we use in the majority of our other Districts and have been very happy with them and we know they will do a good job and are responsive.

Ms. Mackie stated we will prepare our standard form agreement and get it to you shortly after this meeting.

Mr. Flint stated this will be an exhibit to the standard form agreement and the terms and conditions in the CDD agreement will override the small print on the backside of this proposal.

On MOTION by Mr. Gregory seconded by Mr. Alfonso with all in favor the agreement with Applied Aquatic Management, Inc. was approved.

TENTH ORDER OF BUSINESS

Acceptance of Annual Engineer's Report

Mr. Flint stated as part of the trust indenture for the bond issues we are required to get a letter annually from the District Engineer. Basically the District Engineer has to inspect the District's infrastructure, look at the annual budget, review the insurance policies and provide a letter certifying that those are adequate and the infrastructure is being properly maintained. That has to be done by July 1st of each year. We like to put it in the agenda so that it gets in the record and the Board sees it. I would ask for a motion to accept the report.

On MOTION by Mr. Gregory seconded by Mr. Alfonso with all in favor the annual Engineer's Report was accepted.

Mr. Gregory asked is there anything that we have to do such as monitoring or maintenance of the mitigation area, the wetlands?

Mr. Althafer stated it would be listed in the environmental resource permit. I will check the conditions of that.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Manager

i. Approval of Check Register

Mr. Flint stated you have the check register from June 16th through July 22nd totaling \$183,036.14. \$165,000 of that is moving debt service assessment revenue from the General Fund to the Debt Service account. We receive one check from the County with the O&M and debt then we have to write a check to the Trustee. It is just moving money it is not a true expense.

On MOTION by Mr. Gregory seconded by Mr. Kalin with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

Mr. Flint stated the balance sheet and income statement are included in the agenda packet.

iii. Approval of Fiscal Year 2017 Meeting Schedule

Mr. Flint stated next is the annual meeting notice. We prepared one based on the Board meeting the last Friday of each month at 9:15 a.m. in this location but we can change that if another date or time is preferable. We can change it to 9:00 a.m. If there is no need to have a meeting we can cancel it. In November we moved it earlier because of Thanksgiving and December 30th you may want to just consider not meeting in December. We can always advertise a special meeting if something comes up.

On MOTION by Mr. Gregory seconded by Mr. Kalin with all in favor the Fiscal Year 2017 meeting schedule reflecting meetings on the last Friday of the month at 9:00 a.m. in the same location, moving the November meeting to a week earlier and not meeting in December was approved.

TWELFTH ORDER OF BUSINESS

Supervisors Requests

There being none,

On MOTION by Mr. Gregory seconded by Mr. Alfonso with all in favor the meeting adjourned at 9:43 a.m.

Secretary/Assistant Secretary Chairman/Vice Chairman

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RESOLUTION 2017-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2016 (ASSESSMENT AREA TWO PROJECT); RATIFYING, CONFIRMING AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2016 (ASSESSMENT AREA TWO PROJECT); AND DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Windsor at Westside Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including, but not limited to, stormwater drainage facilities including related earthwork, water and sewer facilities, reclaimed water facilities, public roadway improvements, landscaping in public rights-of-way and other infrastructure; and

WHEREAS, the District on April 27, 2016, executed a Bond Purchase Contract agreeing to the sale of its \$6,535,000 Windsor at Westside Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Two Project) (the "Series 2016 Bonds"), at the terms and conditions provided therein; and

WHEREAS, the District has previously considered and adopted a number of resolutions relating to the issuance of the Series 2016 Bonds and the imposition of special assessments securing the Series 2016 Bonds, including, but not limited to, Resolutions 2015-17; 2016-01; 2016-02; 2016-03; 2016-04; and 2016-05; and

WHEREAS, the District, on May 10, 2016, closed on the sale of its Series 2016 Bonds; and

WHEREAS, as prerequisites to the issuance of the Series 2016 Bonds, the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District Staff, including the District Manager, District Financial Consultant, District Engineer, and District Counsel, were required to execute and deliver various documents including, but not limited to: a Second Supplemental Trust Indenture; a Bond Purchase Contract; a Preliminary Limited Offering Memorandum; a

Limited Offering Memorandum; a Continuing Disclosure Agreement; a Notice of Imposition of Special Assessments (Phase 2); a Notice of Series 2016 Assessments (Assessment Area Two Project); an Acquisition Agreement (2016 Bonds) between the District and Pulte Home Corporation; an Agreement between the District and Pulte Home Corporation Regarding the True-Up and Payment of Assessment Area Two Assessments; a Collateral Assignment and Assumption Agreement (2016 Bonds) between the District and Pulte Home Corporation; a Declaration of Consent to Jurisdiction and to Imposition of Debt Special Assessments (2016 Assessments/Assessment Area Two); a specimen of the Series 2016 Bonds; various certificates of the District; an Order to Authenticate and Deliver the Series 2016 Bonds; a Certificate of the District Engineer; a Certificate of the District Manager, the Methodology Consultant and Dissemination Agent; a Supplemental Engineer's Report (Phase 2 Improvements), dated March 2016; a Master Assessment Methodology for Phase Two, dated March 30, 2016, as supplemented by a First Supplemental Assessment Methodology for Phase Two, dated April 27, 2016; opinions of counsel to the District; and Internal Revenue Service Form 8038-G (collectively, the "Closing Documents"); and

WHEREAS, the District finds that the sale, closing, and issuance of the Series 2016 Bonds was in the best interests of the District, and the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Secretary, Assistant Secretaries, and District Staff in closing the issuance of the Series 2016 Bonds; and

WHEREAS, the District has incurred or will incur certain expenses in finalizing the sale, closing, and issuance of the Series 2016 Bonds, the costs of which are reflected in **Exhibit A** attached hereto (the "Costs of Issuance"); and

WHEREAS, the District finds the expenses incurred in finalizing the closing and issuance of the Series 2016 Bonds to be reasonable and in the best interests of the District, and the District desires to ratify payments made in relation to the closing and issuance of the Series 2016 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The sale, issuance, and closing of the Series 2016 Bonds and the adoption of resolutions relating to the Series 2016 Bonds under the terms and conditions set forth in the Bond Purchase Contract serve a public purpose and are in the best interests of the District and are hereby ratified, approved, and confirmed.

Section 2. The resolutions levying and imposing the special assessments securing the Series 2016 Bonds remain in full force and effect and are hereby ratified and confirmed in all respects.

SECTION 3. The actions of the Chairman, Vice Chairman, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2016 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on May 10, 2016, are hereby ratified, approved, and

confirmed in all respects. Copies of the Continuing Disclosure Agreement; Acquisition Agreement (2016 Bonds) between the District and Pulte Home Corporation; Agreement between the District and Pulte Home Corporation Regarding the True-Up and Payment of Assessment Area Two Assessments; Collateral Assignment and Assumption Agreement (2016 Bonds) between the District and Pulte Home Corporation; a specimen of the Series 2016 Bonds; and the Bond Purchase Contract are attached hereto as **Composite Exhibit B**. Said documents are specifically ratified, confirmed, and approved in all respects.

SECTION 4. The Costs of Issuance listed in Exhibit A to this resolution reflects reasonable costs that have been or will be incurred in finalizing the sale, closing, and issuance of the Series 2016 Bonds necessary for financing the installation and construction of District infrastructure. The costs reflected in Exhibit A are hereby ratified and approved.

SECTION 5. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution or any part of this Resolution not held to be invalid or unenforceable.

SECTION 6. This Resolution shall become effective upon its passage.

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PASSED AND ADOP	TED this day	of	, 2016.	
ATTEST:			AT WESTSIDE COMMUNITY MENT DISTRICT	
Secretary/Assistant Secreta				
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		Its:		
Print Name				
Exhibit A: Costs of Iss	suance			
Composite Exhibit B:	Bond Purchase Contract;			
	Continuing Disclosure Agreement;			
	Acquisition Agreement (2016 Bonds) between the District and Pulte Home Corporation;			
	Agreement between the District and Pulte Home Corporation Regarding the True-Up and Payment of Assessment Area Two Assessments;			
		_	Assumption Agreement (2016 Bonds) te Home Corporation; and	
	Specimen of the	ne Series 2016	Bonds.	

EXHIBIT A

Windsor at Westside Community Development District Costs of Issuance Series 2016 Bonds

Item	Firm	Actual as of April 26, 2016
Bond Counsel	Greenberg Traurig, P.A.	\$46,500.00
Underwriter's Counsel	GrayRobinson, P.A.	\$38,000.00
District Counsel	Hopping Green & Sams, P.A.	\$40,000.00
Trustee & Trustee's Counsel	Regions Bank and Edwards Cohen	\$12,000.00
District Manager/ Methodology Consultant	Governmental Management Services – Central Florida, LLC	\$27,500.00
Printer		\$1,250.00
		Total: \$165,250.00

COMPOSITE EXHIBIT B

\$6,535,000

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT (OSCEOLA COUNTY, FLORIDA) SPECIAL ASSESSMENT BONDS, SERIES 2016 - (ASSESSMENT AREA TWO PROJECT)

BOND PURCHASE CONTRACT

April 27, 2016

Board of Supervisors Windsor at Westside Community Development District Osceola County, Florida

Ladies and Gentlemen:

FMSbonds, Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Windsor at Westside Community Development District (the "District"). The District is located entirely within an unincorporated area of Osceola County, Florida (the "County"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at 10:00 P.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

- 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District and the District hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$6,535,000 Windsor at Westside Community Development District Special Assessment Bonds, Series 2016 (Assessment Area Two Project) (the "Bonds"). The Bonds shall be dated their date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto. The purchase price for the Bonds shall be \$6,389,923 (representing the \$6,535,000 aggregate principal amount of the Bonds less an underwriter's discount of \$145,077). The payment for and delivery of the Bonds and the other actions contemplated hereby to take place at the Closing Date (as hereinafter defined) being hereinafter referred to as the "Closing").
- 2. The Bonds. The Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and by Ordinance No. 2014-156 enacted by the Board of County Commissioners of Osceola County, Florida (the "County") on October 20, 2014 and effective October 22, 2014. The Series 2016 Bonds are being issued by the District pursuant to the Act, Resolutions No. 2015-17 and No. 2016-03 adopted by the Board of Supervisors of the District (the "Board") on November 20, 2014, and April 18, 2016, respectively

(collectively, the "Bond Resolution"), and a Master Trust Indenture, dated as of June 1, 2015 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture dated as of April 1, 2016 (the "Second Supplemental Indenture", and together with the Master Indenture, collectively the "Indenture"), each by and between the District and Regions Bank, as trustee (the "Trustee"). The Assessment Area Two Assessments comprising the Series 2016 Pledged Revenues for the Series 2016 Bonds will be levied by the District on those lands within Assessment Area Two of the District specially benefited by the Assessment Area Two Project pursuant to the Assessment Resolutions (as such term is defined in the Indenture).

- 3. <u>Underwriting</u>. It shall be a condition to the District's obligation to sell and to deliver the Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Bonds, that the entire principal amount of the Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof. The Underwriter agrees to deliver at the Closing a certificate in form satisfactory to Bond Counsel, in its reasonable opinion, as to the initial offering prices or yields of the Bonds.
- Use of Documents. Prior to the date hereof, the District has caused to be prepared and has provided to the Underwriter a Preliminary Limited Offering Memorandum dated April 18, 2016 (such Preliminary Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the Bonds being herein collectively called the "Preliminary Limited Offering Memorandum") of the District related to the Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12") in connection with the limited offering of the Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the Preliminary Limited Offering Memorandum to be circulated and used by the Underwriter in connection with the limited offering of the Bonds. The District shall deliver or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof but not later than the Closing Date and in sufficient time to allow the Underwriter to comply with all requirements of Rule 15c2-12 and all applicable securities laws and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), a final Limited Offering Memorandum dated April 27, 2016 (such Limited Offering Memorandum, including the cover pages and all appendices thereto, and any amendments and supplements thereto that may be authorized by the District for use with respect to the Bonds being herein collectively called the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda"). Underwriter agrees to file the Limited Offering Memorandum with the MSRB not later than two (2) business days after the Closing Date. The District hereby ratifies and approves the circulation and use of the Limited Offering Memoranda by the Underwriter.
- 5. <u>Definitions.</u> For purposes hereof, (a) this Purchase Contract, the Indenture, the Bonds, the Continuing Disclosure Agreement to be dated as of the Closing Date, by and among the District, Pulte Home Corporation, a Michigan corporation (the "Developer"), and Governmental Management Services Central Florida, LLC, Orlando, Florida, as dissemination agent (the "Dissemination Agent"), in substantially the form attached to the Limited Offering Memorandum as Appendix F thereto (the "Disclosure Agreement") and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents", and (b) the Acquisition Agreement (2016 Bonds) dated as of the Closing Date ("Acquisition Agreement") by and between the District and the Developer, the True-Up Agreement (2016 Bonds) dated as of the Closing Date (the "True-Up Agreement") by and between the District and the Developer in recordable form, and the Collateral Assignment and Assumption of Development and Contract Rights Relating to the Assessment

Area Two Project dated as of the Closing Date (the "Collateral Assignment") made by the Developer in favor of the District in recordable form are collectively referred to herein as the "Ancillary Agreements".

- 6. Representations, Warranties and Agreements. The District hereby represents, warrants and agrees as follows:
 - (a) The Board is the governing body of the District and the District is and will be on the Closing Date duly organized and validly existing as a unit of special-purpose government created pursuant to the Constitution and laws of the State, including, without limitation, the Act;
 - (b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and Ancillary Agreements to which it is a party; (iii) sell, issue and deliver the Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Bonds for the purposes described in the Limited Offering Memorandum; (v) acknowledge and authorize the use of the Preliminary Limited Offering Memorandum and acknowledge and authorize the use and execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Limited Offering Memoranda, including but not limited to entering into the collection agreement to provide for the collection of the Assessment Area Two Assessments using the Uniform Method of collection in accordance with the Indenture. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements to which it is a party and the Bonds;
 - At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and the Assessment Resolutions adopted to date, and prior to Closing the Board will duly adopt the final resolution comprising the Assessment Resolutions at a meeting duly called and noticed and at which a quorum shall be present and acting throughout, and the same are or will be prior to Closing in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the Financing Documents, the Ancillary Agreements, the Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements and the Bonds and the consummation by it of all other transactions contemplated by this Purchase Contract and the Preliminary Limited Offering Memorandum in connection with the issuance of the Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indenture by the Trustee), the Indenture will constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto) the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms; subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to

enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

- Except as disclosed in the Preliminary Limited Offering Memorandum, the District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Bonds, the Financing Documents, the Ancillary Agreements and the Limited Offering Memorandum, the delivery of the Preliminary Limited Offering Memorandum and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessment Resolutions, the Bonds and the Indenture. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default under the Bonds, the Ancillary Agreements or the Financing Documents;
- (e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the Bonds, or under the Bonds, the Bond Resolution, the Assessment Resolutions, the Financing Documents or the Ancillary Agreements have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds;
- (f) The descriptions of the Bonds, the Financing Documents, the Ancillary Agreements and the Assessment Area Two Project, to the extent referred to in the Preliminary Limited Offering Memorandum conform (and to the extent referred to in the Limited Offering Memorandum will conform) in all material respects to the Bonds, the Financing Documents, the Ancillary Agreements and the Assessment Area Two Project, respectively (except for Permitted Omissions with respect to the Preliminary Limited Offering Memorandum);
- (g) The Bonds, when issued, executed and delivered in accordance with the Indenture and when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and first lien on the Series 2016 Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the Bonds set forth in the Indenture will have been complied with or fulfilled;

- There is no claim, action, suit, proceeding, inquiry or investigation, at law or in (h) equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memorandum or the collection of Assessment Area Two Assessments or the pledge of and lien on the Series 2016 Pledged Revenues pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Bonds, or the authorization of the Assessment Area Two Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Ancillary Agreements to which the District is a party, or the application of the proceeds of the Bonds for the purposes set forth in the Preliminary Limited Offering Memorandum: (iv) contesting the federal tax status of the Bonds; or (v) contesting the completeness or accuracy of either the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum (following delivery thereof), or any supplement or amendment thereto, except for Permitted Omissions with respect to the Preliminary Limited Offering Memorandum:
- (i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;
- (j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2016 BONDS Book-Entry System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION The Developer" and "UNDERWRITING;"
- (k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will be accurate in all material respects for the purposes for which their use is authorized and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made

concerning information contained in the Limited Offering Memoranda Memorandum under the captions "DESCRIPTION OF THE SERIES 2016 BONDS – Book-Entry System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer" and "UNDERWRITING";

- (1) If between the date of this Purchase Contract and the earlier of (i) date that is ninety (90) days from the end of the "Underwriting Period" as defined in Rule 15c2-12 or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB's Electronic Municipal Market Access System (but in no event less than twenty-five (25) days following the End of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The "End of the Underwriting Period" shall be the next business day after the Closing Date;
- (m) Since the date of the Preliminary Limited Offering Memorandum, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the Bonds, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;
- (n) The District is not now in default and has not been in default at any time after December 31, 1975 in the payment of the principal of or the interest on any governmental security issued or guaranteed by it which would require the disclosure pursuant to Section 517.051, Florida Statutes or Rule 3E- 400.003 of the Florida Department of Financial Services;
- (o) Except as disclosed in the Preliminary Limited Offering Memorandum, the District has never failed to comply with any continuing disclosure obligations previously undertaken by the District in accordance with the continuing disclosure requirements of Rule 15c2-12;
- (p) Any certificate signed by any official of the District and delivered to the Underwriter will be deemed to be a representation by the District to the Underwriter as to the statements made therein; and
- (q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the Bonds), notes or other obligations payable from the Series 2016 Pledged Revenues.
- 7. <u>Closing</u>. At 10:00 a.m. prevailing time on May 12, 2016 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will deliver or cause to be delivered, to the Underwriter, the Bonds in definitive book-entry-only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as

set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry-only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

- 8. <u>Closing Conditions</u>. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Purchase Contract are conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing Date, and are also subject to the following additional conditions:
 - (a) The representations and warranties of the District contained herein shall be true, complete and correct, on the date hereof and on and as of the Closing Date, as if made on the Closing Date:
 - (b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the Bonds, the Ancillary Agreements and the Financing Documents shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indenture and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;
 - (c) At or prior to the Closing Date, the Underwriter and the District shall have received each of the following:
 - (1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto, executed on behalf of the District by the Chairperson of the Board or such other authorized member of the Board;
 - (2) A copy of each of the Bond Resolution and the Assessment Resolutions certified by the Secretary or an Assistant Secretary of the Board under seal as having been duly adopted by the Board of the District and as being in full force and effect;
 - (3) An executed copy of each of the Financing Documents and the Ancillary Agreements in form acceptable to the Underwriter and its counsel;
 - (4) The opinion, dated as of the Closing Date and addressed to the District, of Greenberg Traurig, P.A., Bond Counsel, in the form included in the Preliminary Limited Offering Memorandum as Appendix B, together with letters of such counsel, dated as of the Closing Date and addressed to the Underwriter and Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and Trustee to the same extent as if such opinion were addressed to them;

- (5) The supplemental opinion, dated as of the Closing Date and addressed to the District and the Underwriter, of Greenberg Traurig, P.A., Bond Counsel, in the form annexed as Exhibit C hereto or in form and substance otherwise acceptable to the Underwriter and its Counsel;
- (6) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter of Hopping Green & Sams Professional Association, counsel to the District, in the form annexed as Exhibit D hereto or in form and substance otherwise acceptable to Bond Counsel, the Underwriter and its counsel, in their sole discretion;
- (7) An opinion, dated as of the Closing Date and addressed to the Underwriter, Underwriter's Counsel, the District and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, Underwriter, Underwriter's Counsel, and the District;
- (8) A customary authorization and incumbency certificate, dated as of the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter and Underwriter's Counsel;
- (9) The Letter of Representations of the Developer dated as of the date hereof and the Closing Certificate dated as of the Closing Date, each signed by an authorized officer of the Developer, in the forms annexed as Exhibit E hereto, or otherwise in form and substance satisfactory to Bond Counsel, the Underwriter, Underwriter's counsel and counsel to the District.

(10) A copy of the Ordinance;

A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all of its obligations to be performed hereunder as of the Closing Date; (iii) the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Assessment Area Two Assessments in the manner described in the Indenture; (v) the Limited Offering Memoranda (other than the information under the captions "DESCRIPTION OF THE SERIES 2016 BONDS - Book-Entry System," "THE DEVELOPMENT," DEVELOPER." "TAX MATTERS." "SUITABILITY FOR INVESTMENT," "LITIGATION - The Developer" and "UNDERWRITING," as to which no view need be expressed) as of their respective dates, and as of the date hereof, do not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda are to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading; and (vi) the District acknowledges its agreement to undertake its obligation under the Disclosure Agreement and is aware of the continuing disclosure requirements set forth in the Disclosure Agreement and the Rule:

- (12) A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the District by the Chairperson or Vice Chairperson and Secretary or an Assistant Secretary of the Board in form and substance acceptable to the Underwriter and Underwriter's Counsel:
- (13) Evidence of compliance by the District with the requirements of Section 189.051, Florida Statutes;
- (14) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the Bonds under Section 148 of the Internal Revenue Code of 1986, as amended, and a copy of the District's Post Issuance Policies and Procedures;
- (15) Executed copy of Internal Revenue Service Form 8038-G relating to the Bonds;
- (16) A certificate of the District's consulting engineer, dated as of the Closing Date, in the form annexed as Exhibit F hereto or otherwise in form and substance acceptable to Underwriter and Underwriter's Counsel;
- (17) A certificate of the District Manager, Methodology Consultant and Dissemination Agent in the form annexed as Exhibit G hereto or otherwise in form and substance acceptable to Underwriter and Underwriter's Counsel;
- (18) To the extent required under the Second Supplemental Indenture, an investor letter from each initial beneficial owner of the Bonds in substantially the form attached to the Second Supplemental Indenture;
- (19) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of the Bonds;
- (20) Evidence of compliance by the District with the requirements of Section 215.84, Florida Statutes;
- (21) A certified copy of the final judgment of the Circuit Court in and for Osceola County, Florida, validating the Bonds and the certificate of no-appeal;
- (22) A copy of the Windsor at Westside Community Development District Engineer's Report for Infrastructure Improvements dated November 19, 2014, as supplemented by the Windsor at Westside Community Development District Supplemental Engineer's Report Infrastructure Improvements (Phase 2 Improvements) dated March 2016 (collectively, the "Report");
- (23) A certificate of the District whereby the District has deemed the Preliminary Limited Offering Memorandum final as of its date, except for Permitted Omissions, as contemplated by Rule 15c2-12 in connection with the limited offering of the Bonds;
- (24) A copy of the Master Assessment Methodology for Phase Two, dated March 30, 2016, as supplemented by the First Supplemental Assessment Methodology for Phase Two, dated the date hereof;

- (25) Acknowledgments in recordable form by all mortgage holder(s), if any, on lands within Assessment Area Two of the District as to the superior lien of the Assessment Area Two Assessments in form and substance acceptable to Underwriter and Underwriter's Counsel.
- (26) A Declaration of Consent to Jurisdiction of Windsor at Westside Community Development District and to Imposition of Special Assessments executed and delivered by the Developer and any other entity owning any land in Assessment Area Two of the District as of the Closing Date with respect to all real property owned by such entity(ies) within the District which is subject to the Assessment Area Two Assessments in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel and counsel to the District;
- (27) Evidence acceptable to the Underwriter in its sole discretion that the District has engaged a dissemination agent acceptable to the Underwriter (the "Dissemination Agent" for the Series 2016 Bonds; and
- (28) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, Underwriter's Counsel, Bond Counsel or counsel to the District may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District and the Developer on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Contract(unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

Termination. The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax-exempt status of the District, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds, (ii) the District or the Developer has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, or the Developer, other than in the ordinary course of its business; (iii) any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iv) the District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the Assessment Area Two Assessments.

10. Expenses.

- The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indenture; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, Underwriter's Counsel, Developer's counsel as it relates to work incurred in connection with the Series 2016 Bonds, the District's methodology consultant, the District Engineer, the Trustee, Trustee's Counsel and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the 2016 Bonds. The District shall record all documents required to be provided in recordable form hereunder within one business day after the Closing Date, which obligation shall survive the Closing.
- (b) The Underwriter agrees to pay all advertising expenses in connection with the Bonds, if any.
- 11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to such transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the limited offering of the Bonds or the discussions, undertakings and procedures leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided any services or is currently providing other services to the District on other matters) or any other obligation to the District, and the Underwriter has no obligation to the District with

respect to the limited offering contemplated hereby except the obligations expressly set forth in this Agreement, (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Bonds and (v) the Underwriter has financial and other interests that differ from those of the District.

- 12. Notices. Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to Governmental Management Services Central Florida, LLC, 135 W. Central Boulevard, Suite 320, Orlando, Florida 32807, Attention: George Flint, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to FMSbonds, Inc., 20660 W. Dixie Highway, North Miami Beach, Florida 33180, Attention: Jon Kessler.
- 13. Parties in Interest; Survival of Representations. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect and survive the closing on the Bonds, regardless of: (i) any investigations made by or on behalf of the Underwriter and (ii) delivery of and payment for the Bonds pursuant to this Purchase Contract.
- 14. <u>Effectiveness</u>. This Purchase Contract shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Purchase Contract and any prior contract between the parties hereto, the provisions of this Purchase Contract shall govern.
- 15. <u>Headings</u>. The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.
- 16. <u>Amendment</u>. No modification, alteration or amendment to this Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.
- 17. Governing Law. This Purchase Contract shall be governed and construed in accordance with the laws of the State.
- 18. <u>Counterparts</u>; <u>Facsimile</u>. This Purchase Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

[Remainder of page intentionally left blank.]

Very truly yours,

FMSBONDS, INC.

Illa la

Theodore A. Swinarski, Senior Vice President - Trading

Accepted and agreed to this 27th day of April, 2016.

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

By: _____

Daniel Fitzpatrick, Chairperson, Board of Supervisors Very truly yours,

FMSBONDS, INC.

Ву:

Theodore A. Swinarski, Senior Vice President - Trading

Accepted and agreed to this 27th day of April 2016.

WINDSOR AT WESTSIDE COMMUNITY DEVELORMENT DISTRICT

Daniel Fitzpatrick Chairperson, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

April 27, 2016

Windsor at Westside Community Development District Osceola County, Florida

Re: \$6,535,000 Windsor at Westside Community Development District Special Assessment Bonds, Series 2016 (Assessment Area Two Project) (the "Bonds")

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Bonds"), FMSbonds, Inc. (the "Underwriter"), pursuant to a Bond Purchase Contract dated April 27, 2016 (the "Bond Purchase Contract"), between the Underwriter and Windsor at Westside Community Development District (the "District"), furnishes the following disclosures to the District:

- 1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract for the Bonds is approximately \$22.20 per \$1,000.00 or \$145,077.
- 2. The names, addresses and estimated amounts of compensation of any person who is not regularly employed by, or not a partner or officer of, the Underwriter, bank, banker, or financial consultant or advisor and who enters into an understanding with either the District or the Underwriter, or both, for any paid or promised compensation or valuable consideration directly, expressly or impliedly, to act solely as an intermediary between the District and the Underwriter for the purposes of influencing any transaction in the nurchase of the Bonds are: None.
- 3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Bonds are set forth in Schedule I attached hereto.
- 4. The management fee charged by the Underwriter is: \$0/\$1,000 or \$0.
- 5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter in connection with the Bonds is as follows: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District.
- 7. The name and address of the Underwriter is:

FMSbonds, Inc. 20660 W. Dixie Highway North Miami Beach, Florida 33180

The District is proposing to issue \$6,535,000 aggregate amount of the Bonds for the purpose of providing funds (i) for the payment of the Costs of acquiring or constructing all or a portion of the Assessment Area Two Project, (ii) to fund the Series 2016 Reserve Account in an amount equal to the

Series 2016 Reserve Requirement; (iii) to fund Capitalized Interest through at least November 1, 2016; and (iv) to pay the costs of issuance of the Series 2016 Bonds.

This debt or obligation is expected to be repaid over a period of approximately thirty (30) years. At the interest rates set out in Exhibit B to this Purchase Contract, total interest paid over the life of the Bonds will be \$6,101,351.58.

The source of repayment for the Bonds are the Assessment Area Two Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Bonds will result in approximately \$414,722.09 (representing the average annual debt service payments due on the Bonds) of the District's special assessment revenues not being available to the District on an annual basis to finance other services of the District; provided however, that in the event that the Bonds were not issued, the District would not be entitled to impose and collect the Assessment Area Two Assessments in the amount of the principal of and interest to be paid on the Bonds.

The name and address of the Underwriter is:

FMSbonds, Inc. 20660 W. Dixie Highway North Miami Beach, Florida 33180

Sincerely,

FMSBONDS, INC.

Theodore A. Swinarski,

Senior Vice President - Trading

SCHEDULE I

Expenses for Bonds:

<u>Expense</u>	<u>Amount</u>
DALCOMP	\$392.10
Clearance	1,372.35
CUSIP	173.00
DTC	500.00
FINRA/SIPC	457.45
MSRB	196.05
Newsservice	45.00
Electronic Orders	100.00
TOTAL:	\$3,235.95

EXHIBIT B

TERMS OF BONDS

- 1. **Purchase Price for Bonds:** \$6,389,923 (representing the \$6,535,000 aggregate principal amount of the Bonds less an underwriter's discount of \$145,077).
- 2. Principal Amounts, Maturities, Interest Rates and Prices:

	Bonds		
Amount	Maturity Date	Rate	Price
\$470,000	11/01/2020	3.500%	100.000
\$1,005,000	11/01/2027	4.125%	100.000
\$2,105,000	11/01/2037	4.750%	100.000
\$2,955,000	11/01/2046	5.000%	100.000

3. Redemption Provisions:

Optional Redemption

The Series 2016 Bonds may, at the option of the District, provided written notice has been sent to the Trustee at least forty-five (45) days prior to the redemption date (unless the Trustee will require less than forty-five (45) days), be called for redemption prior to maturity as a whole or in part, at any time, on or after November 1, 2027 (less than all Series 2016 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of Series 2016 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date from moneys on deposit in the Series 2016 Optional Redemption Subaccount of the Series 2016 Bond Redemption Account.

Mandatory Sinking Fund Redemption

The Series 2016 Bonds maturing on November 1, 2020 are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2016 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

	Mandatory Sinking Fund
<u>Year</u>	Redemption Amount
2017	\$110,000
2018	115,000
2019	120,000
2020*	125.000

The Series 2016 Bonds maturing on November 1, 2027 are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2016 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

^{*}Maturity

Mandatory Sinking Fund Redemption Amount Year \$125,000 130,000 2022 2023 140,000 145,000 2024 150,000 2025 155,000 2026 160,000 2027*

The Series 2016 Bonds maturing on November 1, 2037 are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2016 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

	Mandatory Sinking Fund
<u>Year</u>	Redemption Amount
2028	\$170,000
2029	175,000
2030	185,000
2031	195,000
2032	205,000
2033	215,000
2034	225,000
2035	235,000
2036	245,000
2037*	255,000

The Series 2016 Bonds maturing on November 1, 2046 are subject to mandatory sinking fund redemption from the moneys on deposit in the Series 2016 Sinking Fund Account on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

	Mandatory Sinking Fund
<u>Year</u>	Redemption Amount
2038	\$270,000
2039	280,000
2040	295,000
2041	310,000
2042	325,000
2043	340,000
2044	360,000
2045	380,000
2046*	395 [°] ,000

^{*}Maturity

^{*}Maturity

^{*}Maturity

Upon any redemption of Series 2016 Bonds other than in accordance with scheduled mandatory sinking fund redemptions, the District shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2016 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2016 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2016 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption in Whole or In Part

The Series 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole or in part, on any date (other than in the case of clause (i) below which extraordinary mandatory redemption in part must occur on a Quarterly Redemption Date), at a Redemption Price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

- (i) from Series 2016 Prepayment Principal deposited into the Series 2016 Prepayment Subaccount of the Series 2016 Bond Redemption Account following the payment in whole or in part of Assessment Area Two Special Assessments on any assessable property within Assessment Area Two of the District in accordance with the provisions of the Second Supplemental Indenture;
- (ii) from moneys, if any, on deposit in the Series 2016 Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2016 Rebate Fund and the Series 2016 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2016 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture; and
- (iii) upon the Completion Date, from any funds remaining on deposit in the Series 2016 Acquisition and Construction Account not otherwise reserved to complete the Assessment Area Two Project and which have been transferred to the Series 2016 General Redemption Subaccount of the Series 2016 Bond Redemption Account.

EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

May 12, 2016

Windsor at Westside Community Development District Osceola County, Florida

FMSbonds, Inc. North Miami Beach, Florida

Re: \$6,535,000 Windsor at Westside Community Development District Special Assessment Bonds, Series 2016 (Assessment Area Two Project) (the "Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel to the Windsor at Westside Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190 of the Florida Statutes, as amended (the "Act"), in connection with the issuance by the District of its \$6,535,000 original aggregate principal amount of Windsor at Westside Community Development District Special Assessment Bonds, Series 2016 (Assessment Area Two Project) (the "Bonds"). In such capacity, we have rendered our final approving opinion (the "Opinion") of even date herewith relating to the Bonds. The Bonds are secured pursuant to that certain Master Trust Indenture, dated June 1, 2015 (the "Master Indenture"), as supplemented and amended by that certain Second Supplemental Trust Indenture, dated as of April 1, 2016 (the "Second Supplemental Indenture" and together with the Master Indenture, the "Indenture") by and between the District and Regions Bank, as trustee (the "Trustee").

In connection with the rendering of the Opinion, we have reviewed records of the acts taken by the District in connection with the authorization, sale and issuance of the Bonds, were present at various meetings and participated in various discussions in connection therewith and have reviewed such other documents, records and other instruments as we deem necessary to deliver this opinion.

The District has entered into a Bond Purchase Contract dated April 27, 2016 (the "Purchase Contract"), for the purchase of the Bonds. Capitalized words used, but not defined, herein shall have the meanings ascribed thereto in the Purchase Contract.

Based upon the forgoing, we are of the opinion that:

- 1. The sale of the Bonds by the District is not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the exemption provided in Section 3(a)(2) of the Securities Act.
- 2. The Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.
- 3. The information in the Limited Offering Memorandum under the captions "INTRODUCTION", "DESCRIPTION OF THE SERIES 2016 BONDS" (other than the subheading "Book-Entry Only System"), "SECURITY FOR AND SOURCES OF PAYMENT OF THE SERIES 2016 BONDS", and "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORM OF SECOND SUPPLEMENTAL INDENTURE" insofar as such statements constitute descriptions of the

total millage rate in the District, the Bonds or the Indenture, are accurate as to the matters set forth or documents described therein and the information under the captions "TAX MATTERS", and "AGREEMENT BY THE STATE" insofar as such information purports to describe or summarize certain provisions of the laws of the State of Florida (the "State"), and the provisions of the Internal Revenue Code of 1986, as amended (the "Code").

This letter is furnished by us as Bond Counsel. No attorney-client relationship has existed or exists between our firm and FMSbonds, Inc. (the "Underwriter") in connection with the Bonds or by virtue of this letter. This letter is delivered to the Underwriter solely for its benefit as Underwriter and may not be used, circulated, quoted or otherwise referred to or relied upon by the Underwriter for any other purpose or by any other person other than the addressee hereto. This letter is not intended to, and may not be, relied upon by holders of the Bonds.

Very truly yours,

EXHIBIT D

OPINION OF DISTRICT COUNSEL

May 12, 2016

Windsor at Westside Community Development District Osceola County, Florida

FMSbonds, Inc. North Miami Beach, Florida

Regions Bank, as Trustee Jacksonville, Florida (solely for reliance upon Sections C.1. and C.2.)

Re: \$6,535,000 Windsor at Westside Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Two Project)

Ladies and Gentlemen:

We serve as counsel to the Windsor at Westside Community Development District ("District"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$6,535,000 Windsor at Westside Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Two Project) ("Bonds"). This letter is delivered to you pursuant to Section 3.01 of the Master Indenture (defined below), Section 2.09 of the Supplemental Trust Indenture (defined below), and Section 8(c)(6) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

- 1. Ordinance 2014-156, enacted by the Osceola County, Florida, which was effective as of October 22, 2014 ("Establishment Ordinance");
- 2. the Master Trust Indenture, dated as of June 1, 2015 ("Master Indenture"), as supplemented by the Second Supplemental Trust Indenture, dated as of April 1, 2016 ("Supplemental Trust Indenture," and together with the Master Indenture, "Indenture"), each by and between the District and Regions Bank, as trustee ("Trustee");

- 3. Resolutions Nos. 2015-17 and 2016-03 adopted by the District on November 20, 2014, and April 18, 2016, respectively (collectively, "Bond Resolution");
- 4. the Engineer's Report, adopted on November 20, 2014 ("Engineer's Report"), as supplemented by the Supplemental Engineer's Report (Phase 2 Improvements), dated March 2016 ("Supplemental Engineer's Report"), which describes among other things, the "Phase 2 Project;"
- 5. Master Assessment Methodology for Phase 2, dated March 30, 2016, and the First Supplemental Assessment Methodology Report for Phase 2, dated April 18, 2016 (collectively, "Assessment Methodology");
- 6. Resolution Nos. 2016-01, 2016-02, 2016— and 2016— (collectively, "Assessment Resolution"), establishing the debt service special assessments ("Debt Assessments") securing the Bonds;
- 7. the *Final Judgment* issued on April 6, 2015 and by the Circuit Court for the Ninth Judicial Circuit in and for Osceola County, Florida, in Case No. 2014-CA-003640, and Certificate of No Appeal issued on May 7, 2015;
- 8. the Preliminary Limited Offering Memorandum dated April 18, 2016 ("PLOM") and Limited Offering Memorandum dated April 27, 2016 ("LOM");
- 9. certain certifications by FMSbonds, Inc. ("Underwriter"), as underwriter to the sale of the Bonds;
- 10. certain certifications of Osceola Engineering, Inc., as District Engineer;
- 11. certain certifications of Governmental Management Services Central Florida, LLC, as District Manager and Assessment Consultant;
- 12. general and closing certificate of the District;
- 13. an opinion of Greenberg Traurig, P.A. ("Bond Counsel") issued to the District in connection with the sale and issuance of the Bonds;
- 14. an opinion of Edwards, Cohen, Dawson, Mangu & Noble, P.A. ("Trustee Counsel") issued to the District and Underwriter in connection with the sale and issuance of the Bonds:
- 15. the following agreements ("Bond Agreements"):
 - (a) the Continuing Disclosure Agreement dated May 12, 2016, by and among the District, Pulte Home Corporation ("Developer") and Governmental Management Services Central Florida, LLC;
 - (b) the Bond Purchase Contract between Underwriter and the District and dated April 27, 2016 ("BPA");
 - (c) the Acquisition Agreement (2016 Bonds) between the District and the Developer and dated May 12, 2016;
 - (d) the Agreement between the District and the Developer regarding the True-Up and Payment of Assessment Area Two Assessments and dated May 12, 2016; and
 - (e) the Collateral Assignment and Assumption Agreement (2016 Bonds) between the District and the Developer and dated May 12, 2016; and
- 16. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the

Underwriter, the Developer, counsel to the Developer, and others relative to the Limited Offering Memorandum and the related documents described herein.

B. RELIANCE

This opinion is solely for the benefit of the (i) District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1 and C.2. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

- 1. Authority Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, Florida Statutes (the "Act"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.
- 2. Assessments The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Debt Assessments as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.
- 3. Agreements The (a) Bond Resolution, (b) Assessment Resolution, (c) Bonds, (d) Indenture, and (d) Bond Agreements (assuming due authorization, execution and delivery of documents (c) (d) listed herein by any other parties thereto) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.
- 4. Validation The Bonds have been validated by a final judgment of the Circuit Court in and for Osceola County, Florida, of which no timely appeal was filed.

- 5. Governmental Approvals All necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.
- 6. **PLOM and LOM** - The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2016 BONDS --Prepayment of Assessment Area Two Special Assessments," "Collateral Assignment and Assumption of Development and Contract Rights," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaptions "District Manager and Other Consultants"), "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION - The District," "CONTINUING DISCLOSURE," (excluding information related to the Developer), "VALIDATION," and "AUTHORIZATION AND APPROVAL," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.
- Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.
- 8, Compliance with Laws To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative

regulation of the State or the United States, or to the best of our knowledge, any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. Authority to Undertake the Phase 2 Project - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Phase 2 Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures (other than signatures on behalf of the District) on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

- 1. The opinions or statements expressed above are based solely on the existing laws of Florida and the United States of America in effective at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government, or any other state or other jurisdiction.
- 2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, including any changes in the Internal Revenue Code ("Code"), relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.
- 3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

- 4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Code.
- 5. We express no opinion and make no representations with regard to financial information or statistical data. We express no opinion as to compliance with any state or federal tax laws.
- 6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer is able to convey good and marketable title to any particular real property or interest therein and related to the Phase 2 Project.
- 7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.
- 8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,	
HOPPING GREEN & SAMS P.A.	
For the Firm	

EXHIBIT E

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT (OSCEOLA COUNTY, FLORIDA) SPECIAL ASSESSMENT BONDS, SERIES 2016 (ASSESSMENT AREA TWO PROJECT)

LETTER OF REPRESENTATIONS OF PULTE HOME CORPORATION

April 18, 2016

Windsor at Westside Community Development District Osceola County, Florida

FMSbonds, Inc. North Miami Beach, Florida

Ladies and Gentlemen:

Reference is made to the Windsor at Westside Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Two Project) (the "Bonds") and to the Bond Purchase Contract to be entered into in connection therewith (the "Purchase Agreement"). This Letter of Representations (the "Letter of Representations") is delivered pursuant to and in satisfaction of Section 8(c)(10) of the Purchase Agreement. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement.

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of Pulte Home Corporation, a Michigan corporation (the "Developer"), and the undersigned, on behalf of the Developer, further certifies as follows:

- 1. The Developer has been duly formed and organized and is a validly existing corporation under the laws of the State of Michigan and is in good standing under the laws of the State of Florida, and has all requisite right, power and authority: (i) to execute and deliver this Letter of Representations; and (ii) to undertake the development of the Property (as defined herein) and as described in the Preliminary Limited Offering Memorandum. Developer is a subsidiary of PulteGroup, Inc., a Michigan corporation ("PulteGroup").
- 2. As set forth in the Preliminary Limited Offering Memorandum, certain property within Windsor at Westside Community Development District (the "Community Development District") is currently held in the name of the Developer (the "Property"). The undersigned, on behalf of the Developer, makes the representations herein with respect to all such Property. Except as otherwise described in the Preliminary Limited Offering Memorandum, the Developer is and the Developer's expectation as of the date of this Letter of Representations is that the Developer shall remain the party responsible for the development of the Property.
- 3. The undersigned has reviewed the contents of the Preliminary Limited Offering Memorandum. The undersigned has reviewed the contents of this Letter of Representations and

has conferred with the Developer's counsel for the purpose of discussing the meaning of the contents of this Letter of Representations.

- 4. All information concerning the Developer, the Property, and the development of the Property by the Developer submitted by the Developer, or authorized by the Developer to be submitted on behalf of the Developer, to the Underwriter, the Community Development District, or Bond Counsel in connection with the preparation of the Preliminary Limited Offering Memorandum, to the Actual Knowledge of the Undersigned (defined herein) is true and correct in all material respects as of the date hereof.
- 5. Neither the Developer, nor, to the Actual Knowledge of the Undersigned, any partnership, member or affiliate in which it has a controlling ownership interest is in violation of any provision of, or in default under, its formation documents or any material agreement, or other contract, the violation of or default under which would materially and adversely affect the Developer's ability to own and develop the Property as described in the Preliminary Limited Offering Memorandum or to pay Assessment Area Two Special Assessments for which it is responsible.
- 6. The Developer further represents that neither it nor, to the Actual Knowledge of the Undersigned, PulteGroup is in payment default on any loans, lines of credit or other obligation to repay borrowed money related to the Property or its other projects, which payment default would in any way materially and adversely affect its ability to complete the development of the Property.
- 7. Except as set forth in the Preliminary Limited Offering Memorandum, no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, regulatory agency, public board or body is pending or, to the Actual Knowledge of the Undersigned, threated in writing, against the Developer (with proper service of process or proper notice to the Developer having been accomplished), (a) to restrain or enjoin the collection of Assessment Area Two Special Assessments or other sums pledged or to be pledged to pay the principal of and interest on the Bonds (e.g., the Reserve Account established under the Indenture), (b) to restrain or enjoin the development of the Property as proposed in the Preliminary Limited Offering Memorandum, (c) in any way contesting or affecting the validity of the Assessment Area Two Special Assessments, or (d) which if successful, is reasonably likely to materially and adversely affect the Developer's ability to complete its development planned within the Community Development District as described in the Preliminary Limited Offering Memorandum.
- 8. As of the date of the Preliminary Limited Offering Memorandum, solely with respect to information contained therein with respect to the Developer, PulteGroup, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer if material to the Developer's development plan or the Developer's financing plan, as set forth under the captions "BONDOWNERS' RISKS Regulatory and Environmental Risks" (as it relates to the Developer only), "THE DEVELOPMENT" (except as it relates to taxes and assessments under the subheading "Taxes, Fees and Assessments"), "THE DEVELOPER" and "CONTINUING DISCLOSURE" (as it relates to the Developer only) and "LITIGATION The Developer" (excluding therefrom information which is identified as having been provided by a source other than the Developer), is true and correct in all material respects and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

- The Developer covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Developer will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way seeks to challenge or overturn the formation of the Community Development District, to challenge the adoption of the resolutions of the Community Development District levying Assessment Area Two Special Assessments within the Community Development District, to invalidate the Community Development District, or any of the Bonds or any refunding bonds related thereto, or to invalidate the Assessment Area Two Special Assessments imposed under Florida law and the Assessment Resolutions. The foregoing covenant shall not prevent the Developer in any way from bringing any other action, suit or proceeding including, without limitation. (a) an action or suit contending that the Assessment Area Two Special Assessments has not been levied in accordance with the Assessment Methodology pursuant to which the Assessment Area Two Special Assessments are levied, (b) an action or suit with respect to the application or use of the Assessment Area Two Special Assessments levied and collected or (c) an action or suit to enforce the obligations of the Community Development District under the District Resolutions, the Indenture, or any other agreements among the Developer and/or the Community Development District or to which the Developer is a beneficiary.
- 10. To the Actual Knowledge of the Undersigned, except as disclosed in the Preliminary Limited Offering Memorandum, there is no additional existing and authorized indebtedness payable from taxes and assessments that may be levied upon all or any portion of the Property owned by the Developer. Additionally, to the Actual Knowledge of the Undersigned, except as disclosed in the Preliminary Limited Offering Memorandum, there are no additional community development districts and/or special assessment districts which include all or any portion of the Property which (i) have been formed, (ii) are in the process of being formed or (iii) are under consideration by the Developer or any of its Affiliates as of the date hereof.
- 12. The Developer consents to the issuance of the Bonds. The Developer acknowledges and agrees that the proceeds of the Bonds will be used as described in the Preliminary Limited Offering Memorandum.
- 13. There are no proceedings pending (based upon service of process having been accomplished) or, to the Actual Knowledge of the Undersigned, threatened in writing in which the Developer may be adjudicated as bankrupt or discharged from any and all of its debts or obligations or granted an extension of time to pay its debts or a reorganization or readjustment of the debts, and there are no current plans for the Developer to file for bankruptcy. The Developer also represents that it has never filed for bankruptcy or been declared bankrupt within the past ten years.
- 14. Based upon its current development plans, including, without limitation, its current budget and subject to economic conditions and risks generally inherent in the development of real property, and except as disclosed in the Preliminary Limited Offering Memorandum including in the sections entitled ""BONDOWNERS' RISKS Regulatory and Environmental Risks" (as it relates to the Developer only), "THE DEVELOPMENT," "THE DEVELOPER" and "LITIGATION The Developer" the Developer anticipates that it will have sufficient funds to complete the development of the Property as described in the Preliminary Limited Offering Memorandum and to pay Assessment Area Two Special Assessments levied against the Property when due and does not anticipate that the Community Development District will be required to resort to a draw on the Reserve Account for payment of principal of or interest on the Bonds due to the Developer's nonpayment of Assessment Area Two Special Assessments. However, neither the Developer nor PulteGroup are obligated to make any additional capital

contribution or loan to the Developer at any time, and the Developer reserves the right to change its development plan and financing plan for the Property at any time without notice.

- If between the date hereof and the Closing Date any event relating to or affecting the Developer, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer if material to the Developer's development plan or the Developer's financing plan shall occur, the Developer shall notify the Community Development District and the Underwriter of same and if as a result of which it is necessary, in the opinion of counsel to the Community Development District or counsel to the Underwriter, upon consultation with the Underwriter, to amend or supplement the Preliminary Limited Offering Memorandum in order to make the Preliminary Limited Offering Memorandum not misleading in the light of the circumstances under which such statements were made, the Developer shall reasonably cooperate with the Community Development District and the Underwriter, at no direct cost to the Developer, in the preparation of an amendment or supplement to the Preliminary Limited Offering Memorandum in form and substance satisfactory to counsel to the Community Development District and to the Underwriter which will amend or supplement the Preliminary Limited Offering Memorandum so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- For the period through 25 days after the "End of the Underwriter Period" as defined in the Purchase Agreement, if any event relating to or affecting the Developer, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer if material to the Developer's development plan or the Developer's financing plan shall occur as a result of which it is necessary, in the opinion of the Underwriter or counsel to the Community Development District, to amend or supplement the Limited Offering Memorandum in order to make the Limited Offering Memorandum not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Developer shall reasonably cooperate with the Community Development District and the Underwriter in the preparation of an amendment or supplement to the Limited Offering Memorandum in form and substance satisfactory to the Underwriter and counsel to the Community Development District which will amend or supplement the Limited Offering Memorandum so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Limited Offering Memorandum is delivered to a purchaser, not misleading.
- 17. The Developer agrees to deliver a Closing Certificate dated the date of issuance of the Bonds at the time of issuance of the Bonds in substantially the form attached as Exhibit A.

As used in this Letter of Representations, the following defined terms and phrases have the following meanings:

"Actual Knowledge of the Undersigned" shall mean the knowledge of the undersigned as of the date hereof obtained from (i) interviews with such current officers and responsible employees of the Developer and PulteGroup, if any, as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth herein or (ii) a review of such documents as the officer signing the certificate determined necessary to obtain knowledge of the matters set forth therein. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and

customary in connection with the ordinary course of the Developer's current business and operations.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Control" (including the terms "controlling," "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGE FOLLOWS]

	On behalf of the Developer, I have reviewed the contents of this Letter of
Representations	and have conferred with counsel to the Developer for the purpose of discussing
the meaning of	its contents.
Ŭ	
	PULTE HOME CORPORATION, a Michigan
	Corporation

Ву:		, <u></u>
Name:		
	*	

EXHIBIT A

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT (OSCEOLA COUNTY, FLORIDA) SPECIAL ASSESSMENT BONDS, SERIES 2016 (ASSESSMENT AREA TWO PROJECT)

CLOSING CERTIFICATE OF PULTE HOME CORPORATION

May 12, 2016

Windsor at Westside Community Development District Osceola County, Florida

FMSbonds, Inc. North Miami Beach, Florida

Ladies and Gentlemen:

Reference is made to Windsor at Westside Community Development District (Osceola County, Florida) Special Assessment Bonds, Series 2016 (Assessment Area Two Project) (the "Bonds") and to the Bond Purchase Contract, dated June 1, 2014 (the "Purchase Agreement"), entered into in connection therewith. This certificate is delivered by Pulte Home Corporation, a Michigan corporation (the "Developer") pursuant to the Purchase Agreement. Capitalized terms used herein or in the Letter of Representations (defined below) and not otherwise defined have the meanings ascribed to them in the Purchase Agreement. A copy of a Letter of Representations (the "Letter of Representations"), dated April 18, 2016, delivered by the Developer, is attached hereto as Exhibit A.

The undersigned certifies that he is familiar with the facts herein certified and is authorized and qualified to certify the same as an authorized officer or representative of the Developer, and the undersigned, on behalf of the Developer, further certifies as follows:

- 1. The Developer has received the final Limited Offering Memorandum relating to the Bonds. Each statement, representation and warranty made in the Letter of Representations is true and correct in all material respects on and as of the date hereof with the same effect as if made on the date hereof, except that all references therein to the Preliminary Limited Offering Memorandum shall be deemed to be references to the final Limited Offering Memorandum.
- 2. To the Actual Knowledge of the Undersigned, no event has occurred since the date of the Preliminary Limited Offering Memorandum affecting the statements and information described in Paragraph 8 of the Letter of Representations with respect to the Developer, Pulte Group, if any, the proposed development of the Property, ownership of the Property, the Developer's development plan, the Developer's financing plan, the Developer's lenders, if any, and contractual arrangements of the Developer if material to the Developer's development plan or the Developer's financing plan which should be disclosed in the Limited Offering Memorandum for the purposes for which it is to be used in order to make such statements and information contained in the Limited Offering Memorandum not misleading in any material respect.

"Actual Knowledge of the Undersigned" shall mean the knowledge of the undersigned as of the date hereof obtained from (i) interviews with such current officers and responsible employees of the Developer and PulteGroup, if any, as the undersigned has determined are likely, in the ordinary course of their respective duties, to have knowledge of the matters set forth herein or (ii) a review of such documents as the officer signing the certificate determined necessary to obtain knowledge of the matters set forth therein. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Developer's current business and operations.

PULTE HOME CORPORATION, a Michigan Corporation

Ву:	· · · · · · · · · · · · · · · · · · ·	 	
Name:		 	
Γitle:	_		

EXHIBIT A

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT (OSCEOLA COUNTY, FLORIDA) SPECIAL ASSESSMENT BONDS, SERIES 2016 (ASSESSMENT AREA TWO PROJECT)

LETTER OF REPRESENTATIONS OF PULTE HOME CORPORATION

[TO BE ATTACHED]

APPENDIX F

CERTIFICATE OF ENGINEER

CERTIFICATE OF OSCEOLA ENGINEERING, INC. (the "Engineers"), DOES HEREBY CERTIFY, that:

- 1. This certificate is furnished pursuant to Section 8(c)(16) of the Bond Purchase Contract dated April 27, 2016 (the "Purchase Contract"), by and between Windsor at Westside Community Development District (the "District") and FMSbonds, Inc. with respect to the \$6,535,000 Windsor at Westside Community Development District Special Assessment Bonds, Series 2016 (Assessment Area Two Project) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated April 18, 2016 and the Limited Offering Memorandum, dated April 27, 2016, including the appendices attached thereto (collectively, the "Limited Offering Memorandum"), as applicable.
 - 2. The Engineers have been retained by the act as consulting engineers.
- 3. The plans and specifications for the Assessment Area Two Project (as described in the Limited Offering Memoranda) improvements have been or are reasonably expected to be approved by all regulatory bodies required to approve them. All environmental and other regulatory permits or approvals required in connection with the construction of the Assessment Area Two Project have either been obtained or are reasonably expected to be obtained in the ordinary course.
- 4. The Engineers prepared a report entitled Windsor at Westside Community Development District Engineer's Report Infrastructure Improvements adopted November 19, 2014, as supplemented by the Windsor at Westside Community Development District Supplemental Engineer's Report Infrastructure Improvements (Phase 2 Improvements) dated March 2016 (collectively, the "Report"). The Report sets forth the estimated costs of the Assessment Area Two Project and was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and a description of the Report and certain other information relating to the Assessment Area Two Project are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE ASSESSMENT AREA TWO PROJECT" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 5. The Engineers hereby consent to the inclusion of the Report as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to the Engineers in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.
- 6. [Prior to acceptance of any portion of the Assessment Area Two Project improvements, the District will take reasonable steps to ensure that such improvements are completed in accordance the plans and specifications therefore.][The Assessment Area Two Project improvements were constructed in sound workmanlike manner and in accordance with industry standards. The portion of the Assessment Area Two Project improvements to be acquired from the proceeds of the Bonds have been completed in accordance with the plans and specifications therefore.]

- 7. [Prior to acceptance of any portion of the Assessment Area Two Project improvements, the District will take reasonable steps to ensure that] the price being paid by the District to the Developer for acquisition of the improvements included within the Assessment Area Two Project [will/did] not exceed the lesser of the actual cost of the Assessment Area Two Project or the fair market value of the assets acquired by the District.
- 8. To the best of our knowledge, but without undertaking any independent investigation, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Developer and the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits required in connection with the construction of the Development as described in the Limited Offering Memoranda have been received; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the Development as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Development as described in the Limited Offering Memoranda will not be obtained in due course as required by the Developer, or any other person or entity, necessary for the development of the Development as described in the Limited Offering Memoranda and all appendices thereto.
- 9. There is adequate water and sewer service capacity to serve the Development within the ... District.

Date: May 12, 2016

OSCEOLA ENGINEERING, INC.

By:		
Print Name:		
Title:		

EXHIBIT G

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

May 12, 2016

Windsor at Westside Community Development District Osceola County, Florida

FMSbonds, Inc. North Miami Beach, Florida

Regions Bank, as Trustee Jacksonville, Florida

GrayRobinson, P.A. Tampa, Florida

Re: \$6,535,000 Windsor at Westside Community Development District Special Assessment Bonds, Series 2016 (Assessment Area Two Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned representative of Governmental Management Services – Central Florida, LLC, Orlando, Florida ("GMS"), DOES HEREBY CERTIFY:

- 1. This certificate is furnished pursuant to Section 8(c)(17) of the Bond Purchase Contract dated April 27, 2016 (the "Purchase Contract"), by and between Windsor at Westside Community Development District (the "District") and FMSbonds, Inc. with respect to the \$6,535,000 Windsor at Westside Community Development District Special Assessment Bonds, Series 2016 (Assessment Area Two Project) (the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda relating to the Bonds, as applicable.
- 2. GMS has acted as district manager and methodology consultant to the Windsor at Westside Community Development District (the "District") in connection with the sale and issuance by the District of its Bonds and have participated in the preparation of the Preliminary Limited Offering Memorandum dated April 18, 2016 and the Limited Offering Memorandum, dated April 27, 2016, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").
- 3. In connection with the issuance of the Bonds, we have been retained by the District to prepare the Master Assessment Methodology for Phase Two, dated February 26, 2016 (the "Master Methodology"), as supplemented by the First Supplemental Assessment Methodology for Phase Two, dated April 27, 2016 (the "Supplemental Methodology" and, together with the Master Methodology, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.
- 4. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, the Assessment Area Two Project, or any

information provided by us, and the Assessment Methodology, as of their respective dates and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

- 5. The information set forth in the Limited Offering Memoranda under the subcaptions "THE DISTRICT," "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "FINANCIAL STATEMENTS," "LITIGATION The District"; "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," "CONTINGENT FEES," and in "APPENDIX D: ASSESSMENT METHODOLOGY" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- 6. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Methodology and the considerations and assumptions used in compiling the Assessment Methodology are reasonable. The Assessment Methodology and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law. As described in more detail in the Assessment Methodology, the benefit to Assessment Area Two from the Assessment Area Two Project equals or exceeds the Assessment Area Two Assessments, and the Assessment Area Two Assessments are fairly and reasonably allocated across all benefitted properties within Assessment Area Two.
- 7. As District Manager for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Bonds, or the existence or powers of the District.
- 8. As Disclosure Representative and Dissemination Agent on behalf of the District, we hereby certify that (i) we acknowledge our agreement to serve as initial Disclosure Representative and Dissemination Agent for the District and undertake the obligations of Disclosure Representative and Dissemination Agent as set forth in the Continuing Disclosure Agreement, (ii) we are aware of the continuing disclosure requirements set forth in the Continuing Disclosure Agreement and the Rule, (iii) we have policies and procedures in place to ensure our compliance with our obligations as Disclosure Representative and Dissemination Agent under the Continuing Disclosure Agreement, and (iv) we will comply with the District's continuing disclosure undertakings entered into pursuant to the Rule at all times in the future
- 9. The Assessment Area Two Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Assessment Area Two Assessments are sufficient to enable the District to pay the debt service on the Bonds through the final maturity thereof.

Dated: May 12, 2016.

GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, ORLANDO, FLORIDA, a Florida limited liability company

By: Name:		 	
Title:			

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated May 12, 2016 is executed and delivered by the Windsor at Westside Community Development District (the "Issuer" or the "District"), Pulte Home Corporation, a Michigan corporation (the "Developer"), and Governmental Management Services — Central Florida, LLC, Orlando, Florida, as dissemination agent (together with its successors and assigns, the "Dissemination Agent") in connection with Issuer's Special Assessment Bonds, Series 2016 (Assessment Area Two Project) (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of June 1, 2015 (the "Master Indenture") and a Second Supplemental Trust Indenture dated as of April 1, 2016 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and Regions Bank, a banking corporation duly organized and existing under the laws of the State of Alabama and having a designated corporate trust office initially in Jacksonville, Florida, as trustee (the "Trustee"). The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Developer and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or Developer to provide additional information, the Issuer and Developer, as applicable, each agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. <u>Definitions</u>. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District subject to the Assessments.

"Assessments" shall mean the non-ad valorem Assessment Area Two Special Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity constituting an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof. Governmental Management Services — Central Florida, LLC, Orlando, Florida, has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Governmental Management Services - Central Florida, LLC, Orlando, Florida, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at http://emma.msrb.org/.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Developer, and its respective affiliates, successors or assigns (excluding homebuyers who are end users), for so long as the Developer or its respective affiliates, successors or assigns (excluding homebuyers who are end users) are the owner of District lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean FMSbonds, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be August 1, 2016.

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at http://www.sec.gov/info/municipal/nrmsir.htm. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. Provision of Annual Reports.

- (a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than nine (9) months after the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ended September 30, 2015. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.
- (b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xv) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.
- (c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xv) shall have occurred and the Issuer irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

- (ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer and the Trustee stating that the Annual Report or Audited Financial Statement has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided, and listing all Repositories with which it was filed.
- (e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. Content of Annual Reports.

- (a) Each Annual Report shall contain or incorporate by reference Annual Financial Information with respect to the Issuer, including the following:
- (i) The amount of Assessments levied in the Assessment Area for the most recent prior Fiscal Year.
- (ii) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.
- (iii) If available, the amount of delinquencies greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any fiscal year, a list of delinquent property owners.
- (iv) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.
 - (v) All fund balances in all Funds and Accounts for the Bonds.
 - (vi) The total amount of Bonds Outstanding.
- (vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.
 - (viii) The most recent Audited Financial Statements of the Issuer.
- (b) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver shall be included in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

- (c) To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered more than 180 days after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.
- (d) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.
- (e) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

5. Quarterly Reports.

- (a) Each Obligated Person (other than the Issuer) shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event within ten (10) days after receipt thereof, the Dissemination Agent shall provide a Quarterly Report to the Repository.
- (b) Each Quarterly Report shall contain an update of the following information for each Obligated Person to the extent available:
- (i) The number and type of lots in the Assessment Area subject to the Assessments.
 - (ii) The number and type of lots planned for the Assessment Area.
- (iii) The number and type of lots owned in the Assessment Area by the Obligated Person.
- (iv) The number and type of lots in the Assessment Area that are fully developed and platted.

- (v) The number and type of lots in the Assessment Area under contract with a home builder and closed with a home builder and the name of such builder.
- (vi) The number and type of homes under construction and the number and type of homes constructed in the Assessment Area by the Obligated Person.
- (vii) The number and type of homes under contract with homebuyers in the Assessment Area by the Obligated Person.
- (viii) The number and type of homes closed by the Obligated Person with homebuyers (delivered to end users) in the Assessment Area.
- (ix) Any change to the number or type of lots planned to be developed in the Assessment Area.
- (x) Materially adverse changes or determinations to permits/approvals for the development of the Assessment Area which necessitate changes to the land use plans of any Obligated Person.
- (xi) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area, including the amount, interest rate and terms of repayment.
- (c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area (a "Transferor Obligated Person") to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such third party to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within two (2) Business Days of the occurrence thereof. In the event that the Transferor Obligated Person remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Transferor Obligated Person from its obligations hereunder.
- (d) If the Dissemination Agent has not received a Quarterly Report that contains, at a minimum, the information in Section 5(b) of this Disclosure Agreement by 12:00 noon on the first (1st) Business Day following each Quarterly Filing Date, a Listed Event described in Section 6(a)(xv) shall have occurred and the District and each Obligated Person hereby direct the Dissemination Agent to send a notice to the Repository in substantially the form attached as Exhibit A, with a copy to the District. The Dissemination Agent shall file such notice no later than thirty (30) days following the applicable Quarterly Filing Date.

6. Reporting of Significant Events.

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Debt Service Reserve Fund reflecting financial difficulties:
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties:*
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (vii) Modifications to rights of Bond holders, if material;
 - (viii) Bond calls, if material, and tender offers;
 - (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
 - (xi) Rating changes*;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);
- (xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

^{*} The Bonds are not initially rated or credit enhanced.

- (xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material; and
- (xv) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws.
 - (b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth (10th) Business Day after the occurrence of the Listed Event).
 - (c) Each Obligated Person shall notify the Issuer of the occurrence of a Listed Event described in subsection (a)(x), but only to the extent not in the ordinary course of business, and subsections (a)(xii), (xiii) or (xv) above as to such Obligated Person within five (5) Business Days after the occurrence of the Listed Event so as to enable the Issuer to comply with its obligations under this Section 6.
 - (d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.
- 7. <u>Termination of Disclosure Agreement</u>. This Disclosure Agreement shall terminate with respect to the Bonds upon the defeasance, prior redemption or payment in full of all of the Bonds.
- 8. <u>Prior Undertakings</u>. To the Developer's knowledge, in the previous five years it has not failed to comply, in all material respects, with any previous undertakings in a written agreement entered into in connection with the Rule.
- 9. <u>Dissemination Agent</u>. Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all

sums owed and payable to the Dissemination Agent hereunder. The initial Dissemination Agent shall be Governmental Management Services – Central Florida, LLC, Orlando, Florida. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Governmental Management Services – Central Florida, LLC, Orlando, Florida, Governmental Management Services – Central Florida, LLC, Orlando, Florida, may terminate its role as Dissemination Agent at any time upon delivery of thirty (30) days prior written notice to the District and each Obligated Person.

Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment and/or waiver in the next Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding the above provisions of this Section 10, no amendment to the provisions of Section 5(b) hereof may be made without the consent of each Obligated Person, if any.

- 11. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.
- Default. In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee shall, at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, or any Beneficial Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by

court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

- 13. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement among the District, the Developer and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Developer and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format and shall include the applicable CUSIP number(s) for the Bonds, to which any such filing relates.
- 14. <u>Beneficiaries</u>. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and the Beneficial Owners (the Participating Underwriter and Beneficial Owners being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.
- 15. <u>Tax Roll and Budget</u>. Upon the request of the Dissemination Agent, the Trustee or any Beneficial Owner, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the Osceola County Tax Collector and the Issuer's most recent adopted budget.
- 16. <u>Governing Law</u>. The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in Osceola County, Florida.
- 17. <u>Counterparts</u>. This Disclosure Agreement may be executed in several counterparts and by PDF signature and all of which shall constitute but one and the same instrument.
- 18. <u>Trustee Cooperation</u>. The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination

Agent at the expense of the Issuer, any information or reports available to the Trustee which the Dissemination Agent requests in writing.

19. <u>Binding Effect.</u> This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to any entity comprising the Developer or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successor or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above. WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT, AS ISSUER [SEAL] By: Chairperson, Board of Supervisors ATTEST: By: Assistant Secretary PULTE HOME CORPORATION, AS DEVELOPER Name: BANGE E. UP- TREASUREN GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, ORLANDO, FLORIDA, AS DISSEMINATION **AGENT** Name: George 5. Flink Title: Vice- Pres. 1 CONSENTED TO AND AGREED TO BY: **DISTRICT MANAGER** GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, ORLANDO, FLORIDA, AS DISTRICT MANAGER

Name: Gesses 5.

Acknowledged and agreed to for purposes of Sections 12, 14 and 18 only:

REGIONS BANK, AS TRUSTEE

By: ____ Name: _ Title: __

EXHIBIT A

FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE [ANNUAL REPORT] [AUDITED FINANCIAL STATEMENTS] [QUARTERLY REPORT]

Windsor at Westside Community Development District		
\$6,535,000 original aggregate principal amount of Special Assessment Bonds, Series 2016 (Assessment Area Two Project)		
Windsor at Westside Community Development District;		
May 12, 2016		
		
nts] [Quarterly Report] with respect to the above-named Bonds as tion 5] of the Continuing Disclosure Agreement dated May 12, 2016 the Developer and the Dissemination Agent named therein. The signed that it anticipates that the [Annual Report] [Audited Financial ort] will be filed by, 20		
it j win be fried by, 20		
nt] win be fried by, 20		
, as Dissemination Agent		
, as Dissemination Agent		
By:Nas Dissemination Agent Name:		
, as Dissemination Agent		

Issuer

Trustee

cc:

ACQUISITION AGREEMENT (2016 BONDS)

THIS ACQUISITION AGREEMENT (2016 BONDS) ("Agreement") is made and entered into, by and between:

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, whose address is c/o Governmental Management Services – Central Florida, LLC, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801 ("District"); and

PULTE HOME CORPORATION, a Michigan corporation and a landowner in the District, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("**Developer**").

RECITALS

WHEREAS, the District was established by Ordinance No. 2014-156 adopted by the Board of County Commissioners in and for Osceola County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including storm water management systems, roadways, landscaping, utilities, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the primary owner of certain lands in unincorporated Osceola County, Florida, located within the boundaries of the District; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services to benefit what is known as "Phase 2," as detailed in the Supplemental Engineer's Report Infrastructure Improvements (Phase 2 Improvements) dated March, 2016 ("Engineer's Report"), which is attached to this Agreement as Exhibit A ("Assessment Area Two Project"); and

WHEREAS, the District intends to finance all or a portion of the Assessment Area Two Project through the use of proceeds from the anticipated sale of \$6,535,000 in aggregate principal amount of Windsor at Westside Community Development District Special Assessment Bonds, Series 2016 (Assessment Area Two Project) ("2016 Bonds"); and

WHEREAS, pursuant to Resolution Nos. 2016-01, 2016-02, 2016-04 and 2016-05, the District has taken certain steps necessary to impose special assessments on benefitted property within the District pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure the 2016 Bonds; and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Assessment Area Two Project ("Work Product"); or (ii) construction and/or installation of the improvements comprising the Assessment Area Two Project ("Improvements"); and

WHEREAS, the District acknowledges the Developer's need to commence development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("Real Property") and in order to ensure the timely provision of the infrastructure and development.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

- 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.
- 2. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon ("Acquisition Date"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Assessment Area Two Project that are commenced or completed prior to the District's receipt of proceeds from the 2016 Bonds.
 - a. Request for Conveyance and Supporting Documentation When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as warranty bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the satisfaction of the District.

- b. Costs Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the 2016 Bonds, and the requirements of this Agreement, the District shall pay no more than the actual cost incurred, or the reasonable cost of the Work Product or Improvements, whichever is less, as determined by the District Engineer. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board the total actual amount of cost, which in the District Engineer's sole opinion, is reasonable for the Work Product and/or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the 2016 Bonds ("Trustee").
 - i. In the event that the Developer disputes the District Engineer's opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee.
- c. Right to Rely on Work Product and Releases The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided in a timely manner in the sole discretion of the District.
 - i. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

- d. Transfers to Third Party Governments If any item acquired is to be conveyed to a third party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.
- e. **Permits** The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- f. Engineer's Certification Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Assessment Area Two Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
- 3. CONVEYANCE OF REAL PROPERTY. The Developer agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.
 - a. Cost. The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Assessment Area Two Project, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.
 - b. Fee Title and Other Interests The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.

- c. Developer Reservation Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. Fees, Taxes, Title Insurance The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the Developer shall cure, or cause to be cured, such defects at no expense to the District.
- e. Boundary Adjustments Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

4. TAXES, ASSESSMENTS, AND COSTS.

- a. Taxes and Assessments on Property Being Acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Osceola County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
 - i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer

- agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
- ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. Notice. The parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.
- 5. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Work Product, Improvements or Real Property hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Agreement or the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Work Product, Improvements or Real Property, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement.
- 6. ACQUISITIONS AND BOND PROCEEDS. The District and Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the 2016 Bonds ("Prior Acquisitions") or after the District has spent all of the proceeds from the 2016 Bonds. The District agrees to pursue the issuance of the 2016 Bonds in good faith, and, within 30 days from the issuance of such 2016 Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in

the event bond counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the 2016 Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Developer for the Prior Acquisitions, then the parties agree that the District shall have no reimbursement obligation whatsoever. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to Osceola County, Florida and consents to the District's conveyance of such Work Product and/or Improvements prior to payment for any Prior Acquisitions.

- of the 2016 Bonds, the District has levied debt service special assessments to secure the repayment of the 2016 Bonds. As described in more detail in that "First Supplemental Assessment Methodology for Phase 2" dated April 27, 2016, the Developer has requested that such debt service special assessments be reduced for certain product types. To accomplish the reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of infrastructure comprising a portion of the Assessment Area Two Project and in the amount of at least \$46,118.00. The Developer further agrees that, until such contribution is made, the District will not use any proceeds of the 2016 Bonds in order to install, construct, acquire or otherwise proceed with any portion of the Assessment Area Two Project.
- 8. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.
- 9. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer. Additionally, this Agreement may not be materially amended without the prior written consent of the Trustee and the bondholders owning a majority of the aggregate principal amount of the 2016 Bonds then outstanding, which consent shall not be unreasonably withheld.
- 11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

12. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

> A. If to the District:

Windsor at Westside Community

Development District

135 W. Central Blvd., Suite 320

Orlando, Florida 32801 Attn: District Manager

With a copy to:

Hopping Green & Sams P.A. 119 South Monroe Street, Suite 300 Post Office Box 6526 (32314) Tallahassee, Florida 32301

Attn: Tucker Mackie

B. If to the Developer: Pulte Home Corporation 4901 Vineland Road, Suite 500

Orlando, Florida 32811

Attn:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a nonbusiness day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- 13. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.
- THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of 14. the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the

provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee for the 2016 Bonds shall be a direct third party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the then bondholders owning a majority of the aggregate principal amount of the 2016 Bonds outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

- ASSIGNMENT. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee and bondholders owning a majority of the aggregate principal amount of the 2016 Bonds outstanding, which consent shall not be unreasonably withheld. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Developer's obligations hereunder.
- 16. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.
- 17. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.
- 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.
- 20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

- 21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
 - 22. EFFECTIVE DATE. This Agreement shall be effective May 12, 2016.

WHEREFORE, the parties below execute the Acquisition Agreement (2016 Bonds).

Attest:	WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	By: DANIEL FITZATTELER Its: CHARMAN
	PULTE HOME CORPORATION
Witness	By: Benic F Robinson Its: VP-TREASUREN

Exhibit A: Supplemental Engineer's Report Infrastructure Improvements (Phase 2 Improvements) dated March, 2016

WPB/383755970v1/155564.010100

- 21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
 - 22. EFFECTIVE DATE. This Agreement shall be effective May 12, 2016.

WHEREFORE, the parties below execute the Acquisition Agreement (2016 Bonds).

Attest:	WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT	
Secretary/Assistant Secretary	By: Its:	
	PULTE HOME CORPORATION	
Jason .	BEN	
w itness	By: Bruce E. Robinson	

Exhibit A: Supplemental Engineer's Report Infrastructure Improvements (Phase 2 Improvements) dated March, 2016

WPB/383755970v1/155564.010100

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

SUPPLEMENTAL ENGINEER'S REPORT

INFRASTRUCTURE IMPROVEMENTS (PHASE 2 IMPROVEMENTS)

PREPARED FOR

Windsor at Westside Community Development District Board of Supervisors

c/o Governmental Management Services- Central Florida, LLC 135 W. Central Blvd., Suite 320 Orlando, FL 32801

PREPARED BY



PREPARED
March 2016

WINDSOR AT WESTSIDE CDD SUPPLEMENTAL ENGINEER'S REPORT

I. Introduction

a. Location and General Description. This supplemental report is intended to update projected improvement costs and timelines associated with the Phase 2 portions of Windsor at Westside (a.k.a. Sunterra West) consistent with current market conditions. The overall Development contains approximately 160.25 acres and is wholly contained within the limits of the Windsor at Westside Community Development District (the "District"). The District is located east of Westside Boulevard and south of North Goodman Road, approximately 2.2 miles south of US Highway 192, all within Section 10, Township 25 South, Range 27 East. The location of the District is graphically shown on Exhibit 1-Location Map and the District Boundaries are shown by phase on Exhibit 2-Description Sketch, both located within the Appendix of this report.

In accordance with the Osceola County Comprehensive Plan, the Development is located within an area assigned future land use of Mixed Use with the corresponding zoning designation of Planned Development. The Sunterra West Planned Development, PD13-00004 was approved by the Board of County Commissioners of Osceola County, Florida on July 16, 2013. The PD Concept Plan is included as Exhibit 3 in the Appendix.

b. District Purpose and Scope. The District has been established for the purpose of financing, acquiring or constructing, maintaining, and operating a portion of the infrastructure necessary for the public infrastructure within the District. The purpose of this report is to provide a description of the Phase 2 infrastructure improvements to be financed and/or acquired by the District. The District will finance, acquire and/or construct, operate and maintain certain aspects of the public infrastructure improvements that are needed to serve the public aspects of the Development and allocate the costs for the infrastructure improvements. It's anticipated that given the timing of construction, which is currently ongoing, the public infrastructure improvements will be completed by Pulte Home Corporation, the primary developer of the Development (the "Developer"), and will be acquired by the District with proceeds of bonds issued by the District. The Developer will construct the balance of the infrastructure needed for the Development that is not financed by the District.

The Windsor at Westside Community Development District was established pursuant to Osceola County Ordinance No. 2014-156 enacted by the Board of County Commissioners on October 20, 2014.

II. Status of Permitting

The current plan of development is expected to include 96 single family attached units (townhouses), 504 single family detached units on 40' and 50' wide lots, recreational uses, public and private roadways, storm water management areas, and open spaces.

The local government regulations governing the Development include: the Osceola County Comprehensive Plan; the Osceola County Land Development Code; the Sunterra West Planned Development (PD13-0004); and the Toho Water Authority.

State and Federal Agencies administering permit authority include: South Florida Water Management District; Florida Department of Environmental Protection and the United States Army Corps of Engineers. The Florida Department of State Division of Historical Resources also has public comment input required for the SFWMD permit.

The following permits are required for the Development:

- 1. South Florida Water Management District (SFWMD):
 - -Environmental Resource General Construction Permit
 - -General Water Use Permit for Construction Dewatering
- 2. Osceola County Growth Management Division

Planned Development Zoning Map Amendment

Preliminary Subdivision Plan Approval

Final Subdivision Plan Approval

Site Development Plan (Subdivision Construction Plan) Approval

Osceola County Right-of-Way Utilization Approval (issued with Site Development

Plan

3. Toho Water Authority

Construction Plan Approval and Developer Service Agreement

4. State of Florida Department of Environmental Protection (FDEP)

Potable Water Supply Distribution System Permit Domestic Wastewater/Transmission System Permit

National Pollutant Discharge Elimination System N.O.I.

- Florida Department of State Division of Historical Resources: Archeological Assessment Sufficiency Approval
- 6. Federal Emergency Management Agency (FEMA)

Conditional Letter of Map Revision Letter of Map Revision

7. United States Army Corp of Engineers

Department of the Army Permit (dredge and fill)

The Phase 2 District improvements (serving 338 single family detached units) will consist of Monaco Blvd, roadway infrastructure, two storm water management ponds, storm water collection and conveyance system, and water, sewer and re-use utilities on the southerly 99.0 acres.

Please see Exhibit 4 in the Appendix for a detailed description of the permit status. It is our opinion at this time that there are no technical reasons existing which would prohibit the implementation of the plans for Phase 2 of the Development as presented herein. Furthermore, all permits not yet issued and which are necessary to effect the improvements described herein will be obtained during the ordinary course of constructing the Development.

III. Infrastructure Improvements

This Report identifies the public infrastructure presently anticipated to be financed, designed, constructed and/or acquired by the District for the benefit of the developable lands within the District. The public infrastructure elements include: the cost of earthwork/grading of public property, external roadway infrastructure, storm water management and drainage systems, potable water distribution systems, reuse water distribution systems, sewer collection systems, Monaco Blvd. and Westside Blvd. landscaping and irrigation improvements, and Professional Fees and Contingencies. The estimated costs for engineering design and inspection of these elements, as well as, the cost for professional service fees and permitting fees will be funded by the District.

The proposed public infrastructure improvements to serve the Phase 2 portion of the Development's needs are listed in the following categories:

- Storm Water Management System
- 2. Portions of External Roadway (Monaco Blvd.)
- 3. Portions of Monaco Blvd./Westside Blvd. Buffer Walls and Landscaping
- 4. Potable Water Distribution Systems
- 5. Sanitary Sewer Collection Systems
- 6. Reclaimed Water Distribution Systems
- 7. Professional and Inspection Fees

Detailed descriptions of the above proposed public infrastructure improvements are provided in the following section. Exhibit 9 in the Appendix shows an estimated cost for the proposed public infrastructure improvements.

IV. Description of the Infrastructure and Construction Schedule

a. Storm Water Management Systems The storm water management facilities consist of gutters, inlets, manholes, storm pipes and drainage swales, which direct storm water runoff to two wet detention ponds located within Phase 2 of development. These wet detention ponds have been designed to manage the storm water runoff generated by the Development. They system will be owned, operated and maintained by the District.

See Exhibit 5B in the Appendix for a graphical representation of the Storm Water Management Facilities.

- b. External Roadway (Monaco Boulevard) The project includes a connector road (Monaco Boulevard) between Westside Boulevard and N. Goodman Road. This roadway serves as part of the County's major transportation system, and direct access to both Phase 1 and Phase 2 of the development. As this roadway will serve both Phases 1 and 2, its costs will be divided between Phase1 and 2 on a pro-rata share based on the number of residential lots within Phase 1 and Phase 2 compared to the total lots. The cost sharing is as follows: Phase 1 262 lots/600 lots = 0.4367 or 43.67% and Phase 2 338 lots/600 lots = 0.5633 or 56.33%. The District will own and maintain all hardscape (pavers, walkway sidewalks) landscape and irrigation improvements outside of the pavement and curb within the right-of-way.
- c. Portions of Monaco Blvd./Westside Blvd. Landscaping As part of the infrastructure serving the Development, landscaping and irrigation will be provided within the Monaco

Boulevard right-of-way to buffer the development from the public roadway and along the Development's frontage adjacent to Westside Bivd. In addition, the Developer will be constructing landscaping and irrigation improvements will be constructed within the Westside Bivd. public right-of-way adjacent to the project and north to N. Goodman Road. The District will own and maintain the landscaping and irrigation improvements. The cost sharing is as follows: Phase 1 \succeq 262 lots/600 lots = 0.4367 or 43.67% and Phase 2 \succeq 338 lots/600 lots = 0.5633 or 56.33%. The District will own and maintain the landscaping and irrigation improvements.

d. Potable Water Distribution Systems Potable water for the Development will be provided by the Toho Water Authority (TWA). The improvements associated with Phase 2 will consist of the 8" water distribution system, valves, fittings, services, meters and fire hydrants within the boundary of Phase 2.

When completed, the potable water distribution system will be dedicated by the District to the Toho Water Authority for operation and maintenance. All water system impact fees charged by TWA are included in the cost of these systems. See Exhibit 6B in the Appendix for a graphical representation of the water distribution systems for Phase 2.

e. Sanitary Sewer Collection Systems Sanitary sewer collection and treatment will be provided by the TWA. The improvements associated with Phase 2 will consist of a sewer lift station, 8" gravity sewer mains, manholes and sewer services that within the boundary of Phase 2.

When completed, the sanitary sewer system will be dedicated by the District to the Toho Water Authority for operation and maintenance. All sewer system impact fees charged by TWA are included in the cost of these systems. See Exhibit 7B in the Appendix for a graphical representation of the Phase 2 sanitary sewer system.

f. Reclaimed Water Distribution Systems Reclaimed (or irrigation) water for the Development will be provided by the Toho Water Authority (TWA). The improvements associated with Phase 2 will consist of the 6" reclaimed water distribution system, valves, services, master meters, and fittings within the boundary of Phase 2.

When completed, the water distribution system will be dedicated by the District to the Toho Water Authority for operation and maintenance. There currently are no reclaimed water system impact fees charged by TWA. See Exhibit 8B in the Appendix for a graphical representation of the reclaimed water distribution systems in Phase 2.

- g. Professional and Inspection Fees Professional services from various consultants are required to design, obtain permits and construct the public infrastructure within the Development. These consultants include, but are not limited to: civil engineer; surveyor; environmental scientist; geotechnical engineer; land planner; and land development attorneys. Each agency will charge a plan review fee and an inspection fee for the public infrastructure to insure the public improvements are designed in accordance with the agency's codes and constructed in accordance with the approved plans. The professional service fees and review/inspection fees are included in the District's public infrastructure costs.
- h. Construction Schedule. As of the date of this report, construction of Phase 2 of the Development is under way. An estimated schedule for the Phase 2 improvements is as follows:

<u>Facility</u>	Construction Schedule
Storm Water Management System	June 2015-January 2017
External Roadway (Monaco Blvd.)	Complete
Monaco Blvd Landscaping	June 2015-February 2017
Westside Blvd, Landscaping	Complete
Potable Water Distribution System	June 2015-January 2017
Sanitary Sewer Collection System	June 2015-January 2017
Reclaimed Water Distribution System	June 2015-January 2017
Professional and Inspection Fees	June 2014-January 2017

V. Ownership and Maintenance

After the District has financed and acquired and/or constructed the proposed infrastructure improvements, the ultimate ownership and maintenance responsibilities of the proposed infrastructure improvements are set forth below.

Proposed Infrastructure Improvements	<u>Ownership</u>	Operation & Maintenance
Storm Water Management System	CDD(1)	CDD ⁽¹⁾
External Roadway (Monaco Blvd.)	COUNTY(2)	CDD/COUNTY(2)(4)
Emergency Access Road	COUNTY ⁽²⁾	COUNTY ⁽²⁾
Monaco Blvd. Landscaping	CDD ⁽¹⁾	CDD ⁽¹⁾
Westside Blvd. Landscaping	CDD ⁽¹⁾	CDD ⁽¹⁾
Potable Water Distribution System	TWA ⁽³⁾	TWA ⁽³⁾
Sanitary Sewer Collection System	TWA ⁽³⁾	TWA ⁽³⁾
Reclaimed Water Distribution System	TWA ⁽³⁾	TWA(3)

Notes:

- Windsor at Westside Community Development District Osceola County, Florida Toho Water Authority
- Osceola County will operate and maintain all pavement, curb, and drainage systems within the right-of-way. CDD will operate and maintain all hardscape (le, pavers, walkways, sidewalks), landscape, and irrigation improvements outside of the pavement and curb within the right-of-way pursuant to the "Right-of-way Use Agreement" with Osceola County.

VI. Real Property Interests

Real property interests for the lands within the District needed for construction, operation and maintenance of the District funded facilities will be dedicated by the Developer to the District or other public entity at no cost.

VII. Estimate of Phase 2 Capital Improvement Costs

Facility Description	Construction Cost
Storm Water Management System	\$ 2,177,215.26
External Roadway (Monaco Blvd.)	\$ 170,793.90
Emergency Access Road	\$ 4,719.66
Monaco Blvd. Landscaping	\$ 134,656.75
Westside Blvd. Landscaping	\$ 209,649.45
Potable Water Distribution System	\$ 1,577,089.19
Sanitary Sewer Collection System	\$ 2,210,670.36
Reclaimed Water Distribution System	\$ 434,007.81
Professional and Inspection Fees	\$ 368,501.99
Total Phase 2 Improvements	\$ 7.287.304.38

VIII. Conclusions and Summary Opinion

The public infrastructure improvements as detailed herein are necessary for the functional development of the District. The planning and design of the infrastructure has been completed in accordance with current governmental regulatory requirements. The infrastructure will provide the intended function so long as the construction is in substantial compliance with the design and permits. The District will need funding to acquire a portion of the improvements included in this report. The Engineer recommends that in addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on any future series of bonds, the District should levy and collect an annual "Operating and Maintenance Assessment" to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District for the purpose of defraying the cost and expenses of maintaining District-owned improvements. It is my professional opinion that the costs provided herein for the District's proposed infrastructure improvements are reasonable to complete the construction of the proposed infrastructure improvements described herein and that these infrastructure improvements will benefit and add value to the District as more fully detailed in the assessment methodology report to be prepared by Governmental Management Services-Central Florida, LLC. All such proposed infrastructure costs are public improvements or community facilities as set forth In Section 190.012(1) of the Florida Statutes.

The estimate of infrastructure construction costs is only an estimate and not a guaranteed maximum price. Where necessary, historical costs and information from other professionals or utility consultants and contractors have been used in the preparation of this report. Consultants and contractors who have contributed in providing the cost data included in this report are reputable entities within the area. It is therefore our opinion that the construction of the proposed public infrastructure improvements can be completed at the costs as stated. It is my view the cost to be paid by the District for the public infrastructure will not exceed the actual cost or the fair market value, whichever is less. The labor market, future costs of equipment and materials, increased regulatory actions and the actual construction process are all beyond control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

APPENDIX

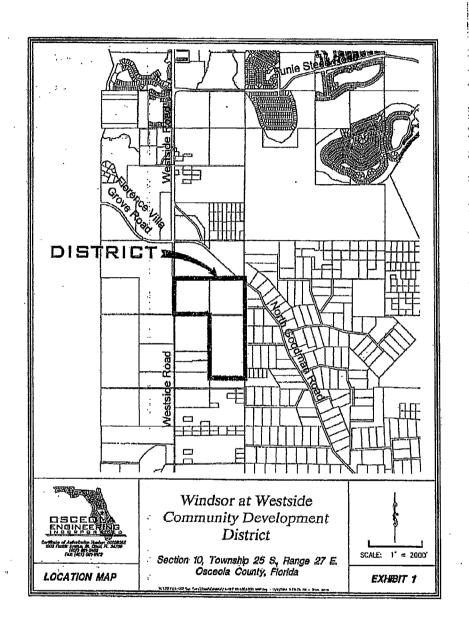


EXHIBIT 1 - LOCATION MAP

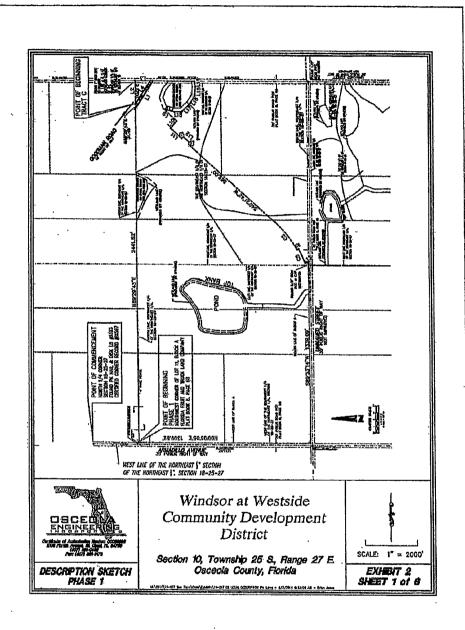


EXHIBIT 2 - DISTRICT DESCRIPTION SKETCH

LEGAL DESCRIPTION:

Lots 11–14, inclusive, Block A, Florida Fruit and Truck Land Company, according to the Plat recorded in Plat Back B, Page 68, Section 18, Township 25 South, Range 27 East, Osceola County, Florida,

A portion of the Southeast & of the Northeast & of Section 18, Township 25 South, Range 27 East, Osceda County, Flarida, LESS Right of Way for Goodman Road.

TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PHASE 1

CONNENCE at the North 1/4 corner of Secilon 18, Township 25 South, Ronge 27 East, Osceda County, Florido; thence run South 60'06'05' West, along the West line of the Northwest 1/4 of the Northeast 1/4 of add Secilon 18, for a distance of 1324.50 feet to the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 18, for a distance of 15.00 feet to a point on the Southwest 1/4 of the Northeast 1/4 of said Section 18, for a distance of 15.00 feet to a point on the Northwest corner of to 11, 60ck P. (ARBDA FRUIT AND TRUCK LAND COMPANY, or recorded in the Book B, Page 86 of the Public Records of Osceda County, Florido, said goth close lying on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 18, for a distance of 230.73 feet to a point on the East line of the Southwest 1/4 of said Section 18, for a distance of 53.27 feet) themse of 33.00 feet 1/4 of said Section 18, for a distance of 53.00 feet 1/4 of said Section 18, for a distance 1/4 of said Section 18, for a d

Containing 2,658,023 square last, or 61.02 acres, more or loss.

AND ALSO:



DESCRIPTION SKETCH

PHASE 1

Section 10, Township 25 S, Range 27 E. Osceola County, Florida

ni water Growner in the - 4/1/2014 the side of the sid

Windsor at Westside Community Development District



EXHBIT 2 SHEET 2 of 8

EXHIBIT 2 - DISTRICT DESCRIPTION SKETCH

COMMENCE at the North 1/4 cerner of Section 18, Township 25 South, Range 27 East, Oscoola County, Florida; thence you. South COOS'05' West, doing the West line of the Northwest 1/4 of the Northwest 1/4 of seld Section 18, for a distance of 1324.50 feat to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of seld Section 18; the section

Containing 9,323 square lest, or 0.21 acres, more or less.

PHASE 1 AND TRACT C TOGETHER containing 2,667,346 square feet, or 81.23 dores, more or less.

LINE TABLE			
UNE	LENGTH	8EARING	
L1	236.73'	S55'36'01"E	
L2	164.05	N89'29'43'E	
L3	113.67	S00'04'18"W	
L4	198.64	N55'36'01"W	
L9	130.38'	S40'21'42"W	
L10	67.52	N49'37'47"W	
L11	110.00	\$40'21'42"W	
L12	59.90'	S40'21'12"W	
L13	28,46	S2513'08"E	
L14	41,00	\$83'16'37"W	
L15	63.27'	N86'53'16"W	
L16	66.75	N55'36'21"W	
L17	86,43'	N43'13'21"W	
L18	59,63'	N02'10'51"W	
L19	85,08'	N14'53'45"E	

	CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	25.00'	16.08	15,81	\$31"11"56"E	36'51'41"
Ç2	25.00'	16.09'	15.82	N68'04'16"W	36'52'58"
Ç3	750.00	259.89	258.59	S5017'20"W	19'51'15"
C4	25.00'	13,76	13.59'	S09'26'48"E	31'32'41"
C5	762.76'	112.10'	112.00'	564°46'52"W	8"25"14"



Windsor at Westside Community Development District

SCALE: 1" = 2000" EXHBIT 2 SHEET 3 of 6

DESCRIPTION SKETCH PHASE 1

Section 10, Township 25 S., Range 27 E. Osceola County, Florida

EXHIBIT 2 - DISTRICT DESCRIPTION SKETCH

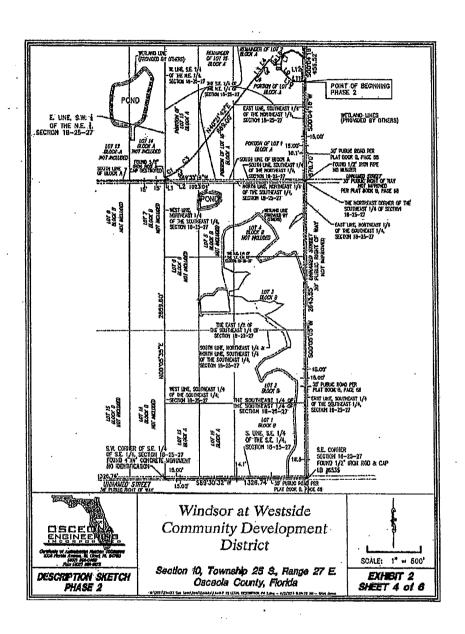


EXHIBIT 2 - DISTRICT DESCRIPTION SKETCH

LEGAL DESCRIPTION OF SUN TERRA WEST PHASE 2 The East ½ of the Southeast ¼, and a portion of the Southeast ¼ of the Northeast ¼ of Section 18, Township 25 South, Range 27 East, Osesola County, Florida, being more particularly described as follows:

Ine East X of the Southeast X, and a portion of the Southeast X of the Northeast X of Section 18, Township 25 South, Range 27 East, Osceola County, Florida, being more particularly described as follows:

COMMENCE at the North X corner of Section 18, Township 14 South, Range 27 East, Osceola County, Florida; thence run South 0006/05* West, along the West line of the Northwest X of sold Section 18, for a distance of 1324.50 feet to the Northwest corner of the Southwest X of the Northeast X of sold Section 18, thence departing sold West line, run North 8929/13* East, along the North line of the Southwest X, of the Northeast X of the Northeast X, and the North line of the Southwest X of the Northeast X of the Northeast X, and the Northeast Carner of the Southeast X of the Northeast X of the Northeast X of Sold Section 18, for a distance of 2552.03 feet to the Northeast Carner of the Southeast X of Sold Section 18, for a distance of 255.22 feat to the Portheast X of Sold Section 18, for a distance of 255.25 feat to the Portheast X of Sold Section 18, thence continue South 00704*18* West, along the East line of the Southeast X of sold Section 18, thence run South 00705*05* West, along the East line of the Northeast X of Sold Section 18, for a distance of 2643.55 feat to the Southeast X of Sold Section 18, for a distance of 2643.55 feat to the Southeast X of Sold Section 18, for a distance of 2643.55 feat to the Southeast X of Sold Section 18, for a distance of 2643.55 feat to the Southeast X of Sold Section 18, for a distance of 1326.74 feat to the Southeast X of the Southeast X of Sold Section 18, for a distance of 1326.74 feat to the Southeast X of the Southeas

Containing therein 4,313,196 square feet, or 99.02 acres, more or less.



Windsor at Westside Community Development District



DESCRIPTION SKETCH PHASE 2

Section 10, Township 25 S., Range 27 E. Osceola County, Florida

EXHIBIT 2 SHEET 5 of 8

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EXHIBIT 2 - DISTRICT DESCRIPTION SKETCH

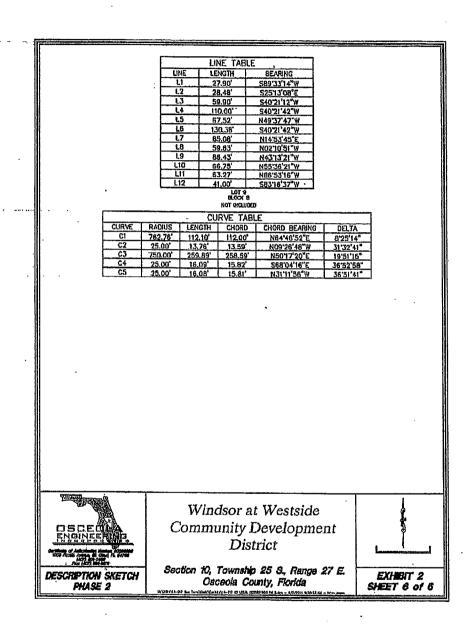


EXHIBIT 2 - DISTRICT DESCRIPTION SKETCH

Sunterra West

Section 18, Township 25 South, Range 27 East

Concept Plan

Date Prepared: 11 April 2013 Date Revised: 19 June 2013

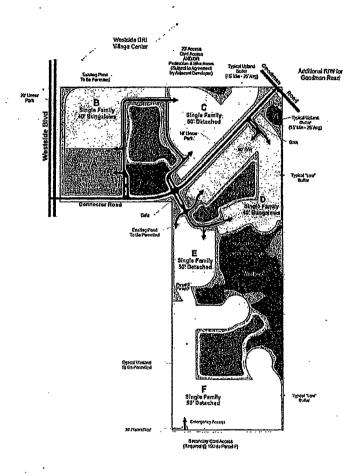
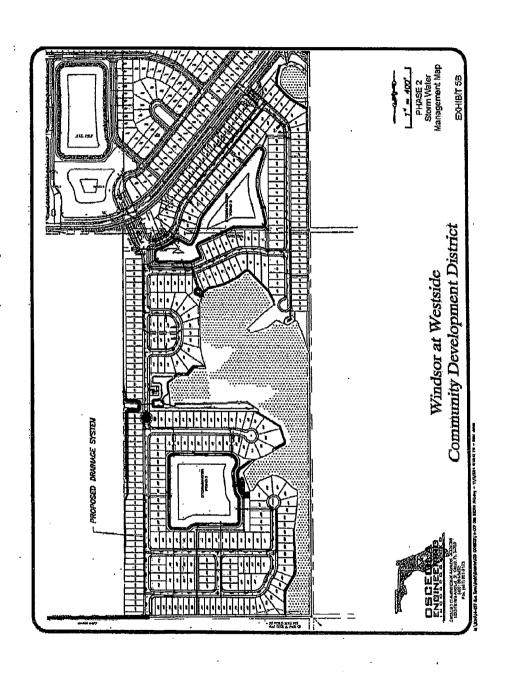
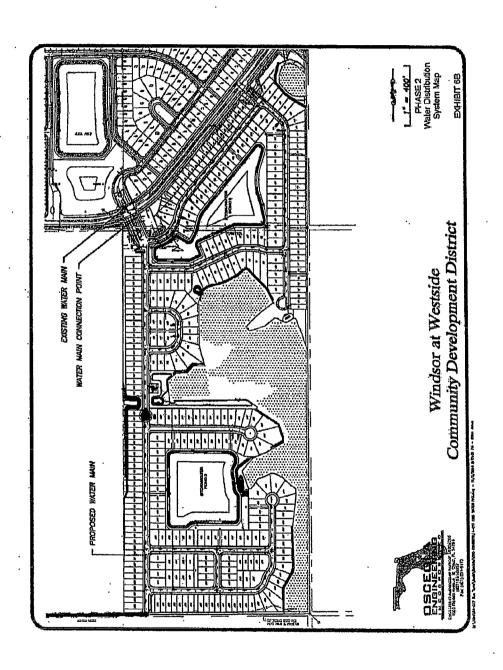


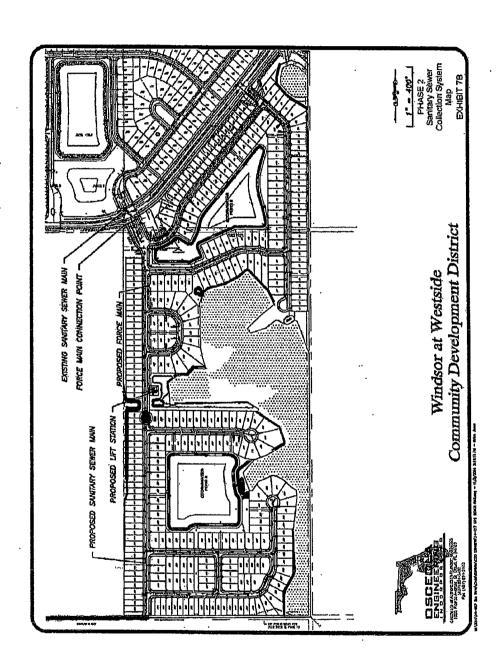


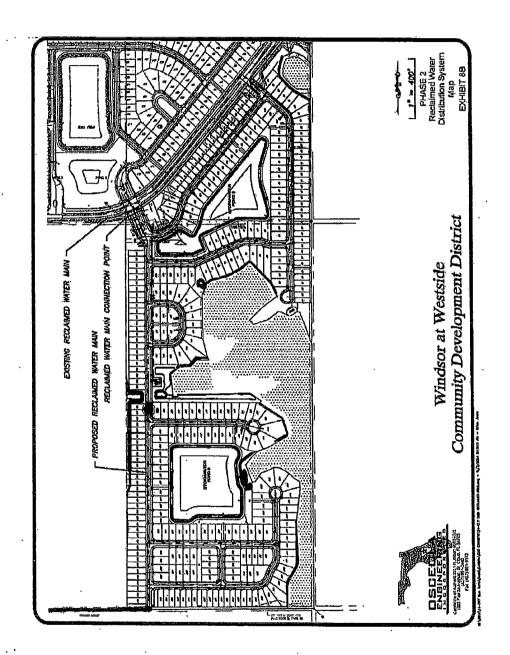
EXHIBIT 3 - PD CONCEPT PLAN

SUNTERRA WEST PHASE 2 (WINDSOR AT WESTSIDE PHASE 2) PERMIT STATUS			
AGENCY	PERMIT & NO.	APPROVAL DATE	
South Florida Water Management District	ERP 49-02334-P/App. No. 130807-8	11-12-2013	
South Florida Water Management District	WUP 49-02329-W/App. No. 130823-3	10-14-2013	
Osceola County	Planned Development (PD13-004)	7-16-2013	
Osceola County	Preliminary Sub. Plan (PS14-00008)	5-7-2014	
Osceola County	Site Development Plan (SDP14-0002)	11-7-2014	
Osceola County	Final Sub. Plan (FS15-00039)	12-21-2015	
Osceola County	R/W Utilization permit (SDP13-0047)		
Toho Water Authority	Const. Plan Approval	5-27-2014	
	Developer Service Agreement	Pending	
Florida Department of Environmental Protection Water General Permit Pending			
Florida Department of Environmental Protection	Sewer General Permit	Pending	
Florida Department of Environmental Protection	NPDES NOI .	Pending	
Florida Dept. of State Div. of Historical Resources	DHR No. 2013-5372	12-11-2013	









1. Storm Water Management System

Phase 2 Construction Cost: Earth balancing @ \$972,433.26, plus Storm Sewer System @ \$1,204,782.00 = \$2,177,215.26

- Monaco Boulevard Total Construction Cost: \$318,289.05
 Phase 2: \$318,289.05 @ 0.5633 = \$170,793.90
- 3. Emergency Access Road (Phase 2) Total Construction Cost: \$4,719.66
- Monaco Boulevard Landscaping: \$250,944.37
 Phase 2: 0.5366 @: \$250,944.37 = \$134,656,75
- Westside Blvd. Landscaping: \$390,699.68
 Phase 2: 0.5366 @ \$390,699.68 = \$209,649.45
- Potable Water Distribution System
 Phase 2: Portion of water system in Monaco Blvd. 0.5366 X \$175,140.59 = \$93,980.44 plus \$693,202.75 plus impact fees 338 units @ \$2,337.00/unit = \$789,906.00) = \$1,577,089.19
- Sanitary Sewer Collection System
 Phase 2: Portion of sewer system in Monaco Blvd. 0.5366 X \$162,551.61 = \$87,225.19 plus \$995,593.25 plus impact fees 338 units @ \$3,336.84/unit = \$1,127,851.92) = \$2,210,670.36
- Reclaimed Water Distribution System
 Phase 2: Portion of reclaim system in Monaco Blvd. 0.5366 X \$93,004.72 =
 \$49,906.33 plus \$384,101.48 = \$434,007.81
- Professional and Inspection Fees (Phase 2): \$368,501.99
 Construction Engineering and Platting: \$289,093.89
 Osceola County Inspection Fee: \$40,958.05

-TWA Inspection Fee: \$38,450.05

EXHIBIT 9 - CONSTRUCTION COST SUMMARY



ARMANDO RAMIREZ OSCEDLA COUNTY, PATE 05/17/2016 09:37:24 AM FILE # 2016074057 Bk 4961 Pas 178-188 (11 Pas)REC FEES \$95.00

This instrument was prepared by and upon recording should be returned to:

Tucker F. Mackie HOPPING GREEN & SAMS P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 (This space reserved for Globel ---

AGREEMENT BETWEEN THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT AND PULTE HOME CORPORATION REGARDING THE TRUE-UP AND PAYMENT OF ASSESSMENT AREA TWO ASSESSMENTS

THIS AGREEMENT is made and entered into this 12th day of May, 2016, by and between:

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, whose address is c/o Governmental Management Services – Central Florida, LLC, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801 ("District"); and

PULTE HOME CORPORATION a Michigan corporation and a Developer in the District, whose address is 4901 Wineland Road, Suite 500, Orlando, Florida 32811 ("Developer").

RECITALS

WHEREAS, the District was established by Ordinance No. 2014-156 adopted by the Board of County Commissioners in and for Osceola County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including storm water management systems, roadways, landscaping, utilities, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the primary owner of certain lands in unincorporated Osceola County, Florida ("County"), located within the boundaries of the District, including what is known as "Phase 2" (also referred to herein as "Developer Lands" and otherwise known as "Assessment Area Two") which lands are described in Exhibit A attached hereto; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services to benefit Phase 2 as detailed in the Supplemental Engineer's Report Infrastructure Improvements (Phase 2 Improvements) dated March, 2016 ("Assessment Area Two Project"); and

WHEREAS, the District intends to finance all or a portion of the Assessment Area Two Project through the use of proceeds from the anticipated sale of \$6,535,000 in aggregate principal amount of Windsor at Westside Community Development District Special Assessment Bonds, Series 2016 (Assessment Area Two Project) ("2016 Bonds"); and

WHEREAS, pursuant to Resolution Nos. 2016-01, 2016-02, 2016-04 and 2016-05 ("Assessment Resolutions"), the District has taken certain steps necessary to impose special assessments ("Assessment Area Two Assessments") on benefitted property within the District pursuant to Chapters 170, 190 and 197, Florida Statutes, to secure the 2016 Bonds; and

WHEREAS, in issuing the 2016 Bonds, the District has assumed and relied upon the representation that the Developer would develop and plat a certain number of residential and/or other units, as more fully set forth in the Master Assessment Methodology for Phase 2 dated March 30, 2016, as supplemented by the First Supplemental Assessment Methodology for Phase Two dated April 27, 2016 (together, "Assessment Report"), which Assessment Report is incorporated herein by this reference; and

WHEREAS, in the event that the Developer does not develop and plat the required number of units, the Assessment Resolutions and Assessment Report require that the Developer make certain payments to the District in order to satisfy, in whole or in part, the Assessment Area Two Assessments, with the amount of such payments ("True-Up Payment(s)"); and

WHEREAS, Developer and the District desire to enter into an agreement to confirm Developer's intentions and obligations to make True-Up Payments related to the Assessment Area Two Assessments.

Now, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. VALIDITY OF ASSESSMENTS. Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the Assessment Area Two Assessments imposed as a lien by the District are legal, valid and binding liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Developer hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Assessment Area Two Assessments.

SECTION 3. COVENANT TO PAY. Developer agrees and covenants to timely pay all such Assessment Area Two Assessments levied and imposed by the District pursuant to the Assessment Resolutions on assessable acres owned by Developer, whether the Assessment Area Two Assessments are collected by the Tax Collector pursuant to Section 197.3632, Florida Statutes, by the District, or by any other method allowable by law. Developer further agrees that

to the extent Developer fails to timely pay all Assessment Area Two Assessments collected by mailed notice of the District, said unpaid Assessment Area Two Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

- A. Assumptions as to Assessment Area Two Assessments. As of the date of the execution of this Agreement, Developer has informed the District that it plans to construct or provide for the construction of a total of 307 equivalent residential units ("ERUs") on the property Developer owns within Assessment Area Two as further described in the Assessment Report.
- Assessments will be reallocated within Assessment Area Two as lands are platted and site planned (hereinafter referred to as "plat" or "platted"). In connection with such platting of acreage, the Assessment Area Two Assessments imposed on the acreage being platted will be allocated based upon the precise number of units of each product type within the area being platted. In furtherance thereof, at such time as acreage is to be platted, Developer covenants that such plat shall be presented to the District. The District shall allocate the Assessment Area Two Assessments to the product types being platted and the remaining property in accordance with the Assessment Report and cause such reallocation to be recorded in the District's Improvement Lien Book.
 - Resolutions that any and all plats containing any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District for review, approval and allocation of the Assessment Area Two Assessments to the product types being platted and the remaining property within Assessment Area Two in accordance with the Assessment Report ("Reallocation"). Developer covenants to comply, or cause others to comply, with this requirement for the Reallocation. The District agrees that no further action by the Board of Supervisors shall be required. The District's review of the plats shall be limited solely to the Reallocation of Assessment Area Two Assessments and enforcement of the District's assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.
 - (ii) As the acreage within the District is developed, it will be platted. At such time as a plat is presented to the District (each such date being a "True-Up Date"), the District shall determine if the debt per acre remaining on the unplatted land is greater than the debt per acre of such land at the time of imposition of the initial assessment, and if it is, a True-Up Payment in the amount of such excess shall become due and payable by Developer in that tax year in accordance with the Assessment Report, in addition to the regular assessment installment payable for lands owned by the Developer. The District will ensure

collection of such amounts in a timely manner in order to meet its debt services obligations, and in all cases, Developer agrees that such payments shall be made in order to ensure the District's timely payments of the debt services obligations on the 2016 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.

(iii) The foregoing is based on the District's understanding with Developer that it may plat or approve as many as 307 ERUs on the developable acres it owns within Assessment Area Two. However, the District agrees that nothing herein prohibits more or less than 307 ERUs from being platted. In no event shall the District collect Assessment Area Two Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Improvements, including all costs of financing and interest. The District, however, may collect Assessment Area Two Assessments in excess of the annual debt service related to the Improvements, including all costs of financing and interest, which shall be applied to prepay the 2016 Bonds. If the strict application of the true-up methodology to any assessment reallocation for any plat pursuant to this paragraph would result in assessments collected in excess of the District's total debt service obligation for the Improvements, the District agrees to take appropriate action by resolution to equitably reallocate the assessments.

SECTION 5. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Developer's obligation to pay the Assessment Area Two Assessments on assessable acres owned by Developer and to abide by the requirements of the Reallocation of Assessment Area Two Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by any party under this Agreement shall entitle any other party to all remedies available at law or in equity, excluding consequential and punitive damages.

SECTION 6. RECOVERY OF COSTS AND FEES. In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 7. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District:

Windsor at Westside Community Development District 135 W. Central Blvd., Suite 320 Orlando, Florida 32801 Attn: District Manager With a copy to:

Hopping Green & Sams P.A.

119 South Monroe Street, Suite 300 Post Office Box 6526 (32314) Tallahassee, Florida 32301 Attn: Tucker F. Mackie

B. If to the Developer:

Pulte Home Corporation 4901 Vineland Road, Suite 500

Orlando, Florida 32811

Attn:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Coursel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 8. ASSIGNMENT,

- A. Agreement Runs with Land.— This Agreement shall constitute a covenant running with title to the Developer Lands, binding upon Developer and its successors and assigns as to Developer Lands or portions thereof, and any transferee of any portion of Developer Lands as set forth in this Section (and subject to the express exceptions listed below).
- **B.** Exceptions Developer shall not transfer any portion of Developer Lands to any third party without complying with the terms of subsection C. below, other than:
 - (i) Platted and fully-developed lots to homebuilders restricted from replatting;
 - (ii) Platted and fully-developed lots to end users; and
 - (iii) Portions of Developer Lands that are exempt from assessments to the County, the District, or other governmental agencies.

Any transfer of any portion of Developer Lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of Developer Lands from the scope and effect of this Agreement, provided however that any True-Up Payment owing is paid prior to such transfer.

- C. Transfer Condition Developer shall not transfer any portion of Developer Lands to any third party, except as permitted by subsection B. above, without satisfying the following condition ("Transfer Condition"): satisfying any True-Up Payment that results from any true-up determinations made by the District. Any transfer that is consummated pursuant to this Section shall operate as a release of Developer from its obligations under this Agreement as to such portion of Developer Lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payments due, and the transferee, which by recording or causing to be recorded in the Public Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Developer's obligations in accordance herewith shall be deemed the "Developer" from and after such transfer for all purposes as to such portion of Developer Lands so transferred. Regardless whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement.
- SECTION 9. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer. Additionally, this Agreement may not be materially amended without the prior written consent of the District's trustee for the 2016 Bonds (the "Trustee") and the bondholders owning a majority of the aggregate principal amount of the 2016 Bonds then outstanding, which consent shall not be unreasonably withheld.

SECTION 10. TERMINATION. This Agreement shall terminate automatically upon all land within Assessment Area two having been platted and any True-Up Payment has been determined and paid.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 12. BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Notwithstanding the foregoing or anything else herein to the contrary, this Agreement is not intended to be and shall not be binding upon an end user purchaser of a platted lot. Notwithstanding anything in this Agreement to the contrary, the Trustee for the 2016 Bonds shall be a direct third party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the then bondholders owning a majority of the aggregate principal amount of 2016 Bonds outstanding,

shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

Section 13. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida.

SECTION 15. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 17. EFFECTIVE WATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

[Remainder of this page left intentionally blank.]

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

WITNESS	WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
Name: Blian Frost Title:	By: Name: Design France. Title: Charact
By: Juh f. Mah. Name: Jucker F. Macking Title:	
2016, by DALKEL FITZON ELECTION CDD, who appeared before me this day	cknowledged before me this Aday of MM, as AND of Windsor at Westside in person, and who is either personally known to me, or identification.
,	Name: (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

PULTE HOME CORPORATION

By: Strengery Rives Title: Sr. Treasung Avalyst	By: Same: Bruce E. Robinson Title: Vice President and Tressurer
By: All J. Nicholes Sacr's Title: Treasury Analyst	

STATE OF GEORGIA COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 12th day of May, 2016, by Bruce E. 25:7367, as W+Treasure of Pulte Home Corporation, who appeared before me this day in person, and who is either personally known to me, or produced known as identification.

SHIRLEY E HUTCHINS
(NOTA ROTT STUDIE
Fulton County)
State of Georgia
My Commission Expires Apr 17, 2018

ι

Notary Public, STATE OF GEORGIA

Name: Shirley E. Hutchins (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A: Description of Developer Lands

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPER LANDS / ASSESSMENT AREA TWO

The East 1/2 of the Southeast 1/4, and a portion of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 25 South, Range 27 East, Osceola County, Florida, being more particularly described as follows:

COMMENCE at the North 1/4 corner of Section 18, Township 25 South, Range 27 East, Osceola County, Florida; thence run South 00°06'05" West, along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 18, for a distance of 1324.50 feet to the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 18; thence departing said West line, run North 89°29'43" East, along the North line of the Southwest 1/4 of the Northeast 1/4, and the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, for a distance of 2652.03 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 18; thence departing said North lines, run South 00°04'18" West, along the East line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, for a distance of 456.52 feet to the POINT OF BEGINNING; thence continue-South 00°04'18" West, along said East line, for a distance of 870.70 feet to the Northeast corner of the Southeast ¼ of said Section 18; thence run South 00°05'05" West, along the Bast line of the Northeast 1/4 of the Southeast 1/4, and the East line of the Southeast 1/4 of the Southeast 1/4 of said Section 18, for a distance of 2643.55 feet to the Southeast corner of the Southeast 1/A of said Section 18; thence departing said East lines, run South 89°30'32" West, along the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 18, for a distance of 1326.74 feet to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18; thence departing said South line, run North 00°05'23" East, along the West line of the Southeast 1/4 of Southeast 1/4, and the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 18, and/its Northerly projection, for a distance of 2659.60 feet to a point on the Northerly right of way line of the 30 foot wide public road as shown on the plat of FLORIDA FRUIT AND TRUCK COMPANY, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida; thence run North 89°33'14" East, along said Northerly right of way line, for a distance of 27.90 feet; thence departing said Northerly right of way line, run North 25°13'08" West for a distance of 28.46 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 762.76 feet, a chord bearing of North 64°46'52" East, and a chord distance of 112.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 08°25'14" for an arc distance of 112.10 feet to a point on a curve, concave Easterly, having a radius of 25.00 feet, a chord bearing of North 09°26'48" West, and a chord distance of 13.59 feet; thence run Northerly along the arc of said curve through a central angle of 31°32'41" for an arc distance of 13.76 feet to a point on a curve, concave Northwesterly, having a radius of 750.00 feet, a chord bearing of North 50°17'20" East, and a chord distance of 258.59 feet; thence run Northeasterly along the arc of said curve through a central angle of 19°51'15" for an arc distance of 259.89 feet to the point of tangency; thence run North 40°21'42" East for a distance of 869.00 feet to the point of curvature of a curve, concave Southerly, having a radius of 25.00 feet, a chord bearing of South 68°04'16" East, and a chord distance of 15.82 feet; thence run Easterly along the arc of said curve through a central angle of 36°52'58" for an arc distance of 16.09 feet; thence departing said curve, run North 40°21'12" East for a distance of 59.90 feet to a point on a curve, concave Northeasterly, having a radius of 25.00 feet, a chord bearing of North 31°11'56" West, and a chord distance of 15.81 feet; thence

run Northwesterly along the arc of said curve through a central angle of 36°51'41" for an arc distance of 16.08 feet; thence departing said curve, run North 40°21'42" East for a distance of 110.00 feet; thence run South 49°37'47" East for a distance of 67.52 feet; thence run North 40°21'42" East for a distance of 130.38 feet; thence run South 14°53'45" West for a distance of 85.08 feet; Thence run South 02°10'51" East for a distance of 59.63 feet; thence run South 43°13'21" East for a distance of 86.43 feet; thence run South 55°36'21" East for a distance of 66.75 feet; thence run South 86°53'16" East for a distance of 63.27 feet; thence run North 83°16'37" East for a distance of 41.00 feet to the POINT OF BEGINNING.





ARMANDO RAMIREZ OSCEOLA COUNTY, DATE 05/17/2016 09:37:24 AM FILE # 2016074058 Bk 4961 Pss 189-200 (12 Pss)REC FEES \$103.50

This instrument was prepared by and upon recording should be returned to:

Tucker F. Mackie HOPPING GREEN & SAMS P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 (This space reserved for Clerk)

COLLATERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (2016 BONDS)

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (2016 BONDS) ("Agreement") is made and entered into, by and between:

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, whose address is c/o Governmental Management Services — Central Florida, LLC, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801 ("District"); and

PULTE HOME CORPORATION, a Michigan corporation and a landowner in the District, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 ("Developer").

RECITALS

WHEREAS, the District was established by Ordinance No. 2014-156 adopted by the Board of County Commissioners in and for Osceola County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including storm water management systems, roadways, landscaping, utilities, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the District proposes to issue its Special Assessment Bonds, Series 2016 (Assessment Area Two Project) ("2016 Bonds") to finance certain public infrastructure, as defined in that certain Supplemental Engineer's Report Infrastructure Improvements (Phase 2 Improvements) dated March, 2016, which infrastructure will provide special benefit to the developable lands within the District known as "Phase 2," the legal description of which is attached hereto as Exhibit A ("Lands" or "Assessment Area Two" or "Collateral Agreement Area"); and

WHEREAS, the security for the repayment of the 2016 Bonds is the special assessments ("2016 Assessments") levied against the Lands, as defined more fully in Resolution Nos. 2016-1, 2016-2, 2016-04 and 2016-05, and the methodologies attached thereto; and

WHEREAS, the District is presently planned to include 338 residential units ("Units") within Assessment Area Two, which have been or will ultimately be developed and sold to homebuilders or homeowners within the District ("Development Completion"); and

WHEREAS, during the time that the Units are not owned by end user residents, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the 2016 Assessments securing the 2016 Bonds; and

WHEREAS, in the event of default in the payment of the 2016 Assessments, the District has certain remedies – namely, if the 2016 Assessments are direct billed, the remedy available to the District would be an action in foreclosure and if the 2016 Assessments are collected pursuant to Florida's uniform method of collection, the remedy for non-payment of the 2016 Assessments is the sale of tax-certificates (collectively, "Remedial Rights"); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain-Development Rights (defined below) to complete development of the community to the extend that such Development Rights have not been previously assigned, transferred, or otherwise conveyed to Osceola County, Florida, the District, any homebuilder, any utility provider, governmental or squasi-governmental entity, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any ("Prior Transfer"); and

WHEREAS, this Agreement is not intended to impair or interfere with the development of the Lands, and shall only be incheate and shall become an effective and absolute assignment and assumption of the Development Rights, upon failure of the Developer to pay the 2016 Assessments levied against the Lands; provided, however, that such assignment shall only be effective and absolute to the extent that (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) to the extent that a Prior Transfer has not already occurred with respect to the Development Rights, or (iii) to the extent that a Unit is conveyed to a homebuilder or end-user resident, in which event such Unit shall be released automatically herefrom; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Lands:

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Developer and District agree as follows:

1. **TERM; TERMINATION.** Absent this Agreement becoming effective and absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the 2016 Bonds in full; (ii) Development Completion; and (iii) upon

occurrence of a Prior Transfer, but only to the extent that such Development Rights are subject to the Prior Transfer (herein, the "Term").

- COLLATERAL AGREEMENT. Developer hereby collaterally assigns to District, to the extent assignable and to the extent that they are solely owned or controlled by Developer at execution of this Agreement or in the future, all of Developer's development rights relating to development of the Lands, and Developer's rights as declarant of the Windsor at Westside Homeowners Association, Inc., a Florida not-for-profit corporation (and any other homeowner's association or other similar governing entity), with respect to, and to the extent of the Units not conveyed to third parties as of the date hereof (herein, collectively, "Development Rights") as security for Developer's payment and performance and discharge of its obligation to pay the 2016 Assessments levied against the Collateral Agreement Area owned by Developer from time to time. The Development Rights shall include the items listed in subsections (a) through (h) below as they pertain to development of the Lands, but shall specifically exclude any portion of the Development Rights which relate solely to (i) Units conveyed to homebuilders or end-users, (ii) any property which has been conveyed, or is in the future conveyed, to Osceola County, Florida, the District, any homebuilder, any utility provider, governmental or quasigovernmental entity, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the Lands, if any, or (iii) lands outside the District or improvements not included in the Lands:
- (a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development approvals.
- (b) Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, and other public improvements.
 - (c) Preliminary and final site plans.
- (d) Architectural plans and specifications for buildings and other public improvements to the developable property within Assessment Area Two or benefitting the Assessment Area Two Project.
- (e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Assessment Area Two Project and construction of improvements thereon and off-site to the extent improvements are necessary or required to complete the Assessment Area Two Project.
- (f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Assessment Area Two Project or the construction of improvements thereon.
 - (g) All prepaid impact fees and impact fee credits.

- (h) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.
- 3. WARRANTIES BY DEVELOPER. Developer represents and warrants to District that:
- (a) Other than in connection with the sale of Units, Developer has made no assignment of the Development Rights to any person other than District.
- (b) Developer is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Agreement.
- (c) No action has been brought or threatened which would in any way interfere with the right of Developer to execute this Agreement and perform all of Developer's obligations herein contained.
- (d) Any transfer, conveyance or sale of the Collateral Agreement Area shall subject any and all affiliated entities or successors-in-interest of the Developer to the Agreement, except to the extent of a conveyance described in Section 1(i), (ii) or (iii).
- 4. COVENANTS: Developer covenants with District that during the Term (as defined above):
- (a) Developer will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Developer relating to the Development Rights and (ii) give notice to District of any claim of default relating to the Development Rights given to or by Developer together with a complete copy of any such claim.
- (b) The Development Rights include all of Developer's right to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided that no such modification, termination, waiver or release affects any of the Development Rights which pertain to lands outside of the District not relating to development of the Lands.
- (c) Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding 2016 Assessments.
- 5. EVENTS OF DEFAULT. Any breach of the Developer's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof will, after the giving of written notice and an opportunity to cure (which cure period shall not be less than sixty (60) days unless District, in its sole discretion, agrees to a longer cure period) shall constitute an Event of Default under this Agreement.
- 6. REMEDIES UPON DEFAULT. Upon an Event of Default, or the transfer of title to Units owned by Developer pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such property through the sale of tax

certificates, District may, as District's sole and exclusive remedies, take any or all of the following actions, at District's option:

- (a) Perform any and all obligations of Developer relating to the Development Rights and exercise any and all rights of Developer therein as fully as Developer could.
- (b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.
- (c) Further assign any and all of the Development Rights to a third party acquiring title to the Collateral Agreement Area or any portion thereof from the District or at a District foreclosure sale.
- 8. AUTHORIZATION IN EVENT OF DEFAULT. In the Event of Default, Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to District upon written notice and request from District. Any such performance in favor of District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Developer.
- 8. AMENDMENT This Agreement may be modified in writing only by the mutual agreement of all parties hereto. This Agreement may not be materially amended without the prior written consent of the District's trustee for the 2016 Bonds (the "Trustee") acting on behalf and at the direction of the bordholders owning a majority of the aggregate principal amount of the 2016 Bonds then outstanding, provided however that such consent shall not be unreasonably withheld.
- 9. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.
- 11. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District:

Windsor at Westside Community Development District 135 W. Central Blvd., Suite 320 Orlando, Florida 32801 Attn: District Manager With a copy to:

Hopping Green & Sams P.A. 119 South Monroe Street, Suite 300

Post Office Box 6526 (32314)
Tallahassee, Florida 32301
Attn: Tucker F. Mackie

B. If to the Developer:

Pulte Home Corporation 4901 Vineland Road, Suite 500

Orlando, Florida 32811

Attn: ______

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set/forth herein.

- 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.
- the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee shall be a direct third party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the then bondholders owning a majority of the aggregate principal amount of 2016 Bonds outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.
- 14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State

of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

- 15. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.
- 16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.
- 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
 - 20. **EFFECTIVE DATE.** This Agreement shall be effective May 12, 2016.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, the part(ies) below execute the Collateral Agreement and Assumption Agreement (2016 Bonds).

WITNESS	WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT
By: Name: Prian Force- Title:	By: Name: DANIEL FIRSTMAN Title: Cytoman
By: Juh J. Made. Name: Tucker F. Mack Title:	<u>.</u>
The foregoing instrument was asking the foregoing instrument was asking the fore me this day in person, and who is either identification.	towledged before me this Oth day of MAN, 2016, by of WINDSOR AT WESTSIDE CDD, who appeared personally known to me, or produced as
	MOTARY PUBLIC, STATE OF FLORIDA
CARLOS GREGORY Notary Public - State of Florida Commission # FF 917009 Wy Comm. Expires Sep 10, 2019	Name: (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

WHEREFORE, the part(ies) below execute the Collateral Agreement and Assumption Agreement (2016 Bonds).

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WII	1 1 4 W 1 2 1 1

PULTE HOME CORPORATION

By: Skir Stegony Pives Title: Sv. Treasing Analyst	By: Struce E. Robinson Title: Vice President and Treasurer
By: Mills Name: J. Nicholas Sarri Title: Treasury Analyst	S
STATE OF GEORGIA COUNTY OF FULTON The foregoing instrument was acknown.	wledged before me this 12+1 day of May, 2016, by
SHIRLEY E HUTCHINS Notary Public Fulton County State of Georgia (NMY) Copposision Expires Apr 17, 2018	Andrew of PULTE HOME CORPORATION, who appeared a sersonally known to me, or produced

WHEREFORE, the Trustee hereby acknowledges the Collateral Agreement and Assumption Agreement (2016 Bonds).

WITNESS	REGIONS BANK, as Trustee
By: Name: Capil A. KAYE Title: VICE PRESIDENT By: Name: Stannon Schmidt Title: AVP	By: Mint Pie a D Name TANOT RICARSO Title: VICE PROSISONT
(NOTARY SEAL)	of REGIONS BANK , who appeared before me this day in
My Comm. Expires Feb. 12, 2018 No. FF 92468	

EXHIBIT A Legal Description of Lands (Assessment Area Two)

The East 1/2 of the Southeast 1/4, and a portion of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 25 South, Range 27 East, Osceola County, Florida, being more particularly described as follows:

COMMENCE at the North 1/4 corner of Section 18, Township 25 South, Range 27 East, Osceola County, Florida; thence run South 00°06'05" West, along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 18, for a distance of 1324.50 feet to the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 18; thence departing said West line, run North 89°29'43" East, along the North line of the Southwest 1/4 of the Northeast 1/4, and the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, for a distance of 2652.03 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 18; thence departing said North lines, run South 00°04'18" West, along the East line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, for a distance of 456.52 feet to the POINT OF BEGINNING; thence continue South 00°04'18" West, along said East line, for a distance of 870.70 feet to the Northeast corner of the Southeast ¼ of said Section 18; thence run South 00°05'05" West, along the Bast line of the Northeast 1/4 of the Southeast 1/4, and the East line of the Southeast 1/4 of the Southeast 1/4 of said Section 18, for a distance of 2643.55 feet to the Southeast corner of the Southeast 1/4, of said Section 18; thence departing said East lines, run South 89°30'32" West, along the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 18, for a distance of 326.74 feet to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18; thence departing said South line, run North 00°05'23" East, along the West line of the Southeast 1/4 of Southeast 1/4, and the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 18, and its Northerly projection, for a distance of 2659.60 feet to a point on the Northerly right of way line of the 30 foot wide public road as shown on the plat of FLORIDA FRUIT AND TRUCK COMBANY, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida; thence run North 89°33'14" East, along said Northerly right of way line, for a distance of 27.90 feet; thence departing said Northerly right of way line, run North 25°13'08" West for a distance of 28.46 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 762.76 feet, a chord bearing of North 64°46'52" East, and a chord distance of 112.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 08°25'14" for an arc distance of 112.10 feet to a point on a curve, concave Easterly, having a radius of 25.00 feet, a chord bearing of North 09°26'48" West, and a chord distance of 13.59 feet; thence run Northerly along the arc of said curve through a central angle of 31°32'41" for an arc distance of 13.76 feet to a point on a curve, concave Northwesterly, having a radius of 750.00 feet, a chord bearing of North 50°17'20" East, and a chord distance of 258.59 feet; thence run Northeasterly along the arc of said curve through a central angle of 19°51'15" for an arc distance of 259.89 feet to the point of tangency; thence run North 40°21'42" East for a distance of 869.00 feet to the point of curvature of a curve, concave Southerly, having a radius of 25.00 feet, a chord bearing of South 68°04'16" East, and a chord distance of 15.82 feet; thence run Easterly along the arc of said curve through a central angle of 36°52'58" for an arc distance of 16.09 feet; thence departing said curve, run North 40°21'12" East for a distance of 59.90 feet to a point on a curve, concave Northeasterly, having a radius of 25.00 feet, a chord bearing of North 31°11'56" West, and a chord distance of 15.81 feet; thence run Northwesterly along the arc of said curve through a central angle of 36°51'41" for an arc distance of 16.08 feet; thence departing said curve, run North 40°21'42" East for a distance of 110.00 feet; thence run South 49°37'47" East for a distance of 67.52 feet; thence run North 40°21'42" East for a distance of 130.38 feet; thence run South 14°53'45" West for a distance of 85.08 feet; Thence run South 02°10'51" East for a distance of 59.63 feet; thence run South 43°13'21" East for a distance of 86.43 feet; thence run South 55°36'21" East for a distance of 66.75 feet; thence run South 86°53'16" East for a distance of 63.27 feet; thence run North 83°16'37" East for a distance of 41.00 feet to the POINT OF BEGINNING.



UNITED STATES OF AMERICA STATE OF FLORIDA COUNTY OF OSCEOLA WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BOND, SERIES 2016 (ASSESSMENT AREA TWO PROJECT)

3,50%	November 1, 2020	May 12, 2016	97349TAD4
Registered Owner:	Cede	& Co	
Principal Amount:FOUR	HUNDRED SEVENT	Y THOUSAND AND 00/100) DOLLARS

"KNOW ALL PERSONS BY THESE PRESENTS that the Windsor at Westside Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2016 Bonds are in book-entry only form such presentation shall only be required at final maturity or final payment of the Series 2016 Bonds), at the designated corporate trust office of Regions Bank, as paying agent (said Regions Bank and any successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of 30-day months), said principal payable on the Maturity Date stated above. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1, commencing November 1, 2016 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as Registrar (said Regions Bank and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to November 1, 2016, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by Regions Bank, as Trustee (said Regions Bank and any successor trustee being herein called the "Trustee"), notice whereof shall be given to Bondholders of record as of

UNITED STATES OF AMERICA STATE OF FLORIDA COUNTY OF OSCEOLA WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BOND, SERIES 2016 (ASSESSMENT AREA TWO PROJECT)

Interest Rate 4.125% N

Maturity Date
November 1, 2027

Date of Original Issuance May 12, 2016 <u>CUSIP</u> 97349TAE2

Registered Owner:------Cede & Co.-----

Principal Amount:--ONE MILLION FIVE THOUSAND AND 00/100 DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Windsor at Westside Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2016 Bonds are in book-entry only form such presentation shall only be required at final maturity or final payment of the Series 2016 Bonds), at the designated corporate trust office of Regions Bank, as paying agent (said Regions Bank and any successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of 30-day months), said principal payable on the Maturity Date stated above. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1, commencing November 1, 2016 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as Registrar (said Regions Bank and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to November 1, 2016, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by Regions Bank, as Trustee (said Regions Bank and any successor trustee being herein called the "Trustee"), notice whereof shall be given to Bondholders of record as of R-3

UNITED STATES OF AMERICA STATE OF FLORIDA COUNTY OF OSCEOLA WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BOND, SERIES 2016 (ASSESSMENT AREA TWO PROJECT)

Interest Rate	Maturity Date November 1, 2037	Date of Original Issuance	<u>CUSIP</u>
4.75%		May 12, 2016	97349TAF9
Registered Owner:	Cede	& Co	

Principal Amount:--TWO MILLION ONE HUNDRED FIVE THOUSAND AND 00/100 DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Windsor at Westside Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2016 Bonds are in book-entry only form such presentation shall only be required at final maturity or final payment of the Series 2016 Bonds), at the designated corporate trust office of Regions Bank, as paying agent (said Regions Bank and any successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of 30-day months), said principal payable on the Maturity Date stated above. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1, commencing November 1, 2016 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as Registrar (said Regions Bank and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to November 1, 2016, in which case from the date of initial delivery, or unless the date of authentication hercof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by Regions Bank, as Trustee (said Regions Bank and any successor trustee being herein called the "Trustee"), notice whereof shall be given to Bondholders of record as of

CUSIP

97349TAG7

UNITED STATES OF AMERICA STATE OF FLORIDA COUNTY OF OSCEOLA WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BOND, SERIES 2016 (ASSESSMENT AREA TWO PROJECT)

Date of Original Issuance Maturity Date Interest Rate May 12, 2016 November 1, 2046 5.00% Registered Owner:------Cede & Co.-----

Principal Amount:--TWO MILLION NINE HUNDRED FIFTY FIVE THOUSAND AND 00/100 DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Windsor at Westside Community Development District (the "Issuer"), for value received, hereby promises to pay to the registered owner shown above or registered assigns, on the date specified above, from the sources hereinafter mentioned, upon presentation and surrender hereof (except while the herein defined Series 2016 Bonds are in book-entry only form such presentation shall only be required at final maturity or final payment of the Series 2016 Bonds), at the designated corporate trust office of Regions Bank, as paying agent (said Regions Bank and any successor paying agent being herein called the "Paying Agent"), the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on 360-day year of 30-day months), said principal payable on the Maturity Date stated above. Principal of this Bond is payable at the designated corporate trust office of Regions Bank, in lawful money of the United States of America. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed on each May 1 and November 1, commencing November 1, 2016 to the address of the registered owner as such name and address shall appear on the registry books of the Issuer maintained by Regions Bank, as Registrar (said Regions Bank and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date or the date on which the principal of a Bond is to be paid (the "Record Date"). Such interest shall be payable from the most recent interest payment date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to November 1, 2016, in which case from the date of initial delivery, or unless the date of authentication hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Record Date and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by Regions Bank, as Trustee (said Regions Bank and any successor trustee being herein called the "Trustee"), notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, OSCEOLA COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, ASSESSMENT AREA TWO SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE COUNTY, THE STATE, OR ANY OTHER THE MEANING POLITICAL SUBDIVISION THEREOF WITHIN OF CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee of the certificate of authentication endorsed hereon.

This Bond is one of an authorized issue of Bonds of the Windsor at Westside Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), and Ordinance No. 2014-156 of the Board of County Commissioners (the "County Commission") of Osceola County, Florida enacted on October 20, 2014 and effective on October 22, 2014 designated as "Windsor at Westside Community Development District Special Assessment Bonds, Series 2016 (Assessment Area Two Project)" (the "Bonds" or "Series 2016 Bonds"), in the aggregate principal amount of SIX MILLION FIVE HUNDRED THIRTY FIVE THOUSAND AND 00/100 DOLLARS (\$6,535,000.00) of like date, tenor and effect, except as to number, denomination, interest rate and maturity date. The Series 2016 Bonds are being issued under authority of the laws and Constitution of the State of Florida, including particularly the Act. The Series 2016 Bonds shall be issued as fully registered bonds in authorized denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of June 1, 2015 (the "Master Indenture"), as amended and supplemented by a Second Supplemental Trust Indenture dated as of April 1, 2016 (the "Second Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Jacksonville, Florida. Moneys on deposit under the Indenture will be used to finance all or a portion of the acquisition and/or construction of the Assessment Area Two Project (as such term is defined in the Indenture).

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Series 2016 Bonds issued under the

Indenture, the operation and application of the Debt Service Fund, the Series 2016 Reserve Account within the Debt Service Reserve Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of and the interest on the Series 2016 Bonds, the levy and the evidencing and certifying for collection, of the Assessment Area Two Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Series 2016 Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the registered owners of the Series 2016 Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holders of the Series 2016 Bonds outstanding, and as to other rights and remedies of the registered owners of the Series 2016 Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the owner of this Bond that such owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the County, the State or any other political subdivision thereof, for the payment of the principal of and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Assessment Area Two Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Series 2016 Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Assessment Area Two Special Assessments to secure and pay the Bonds.

The Series 2016 Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the redemption price of the Series 2016 Bonds shall be made on the dates specified below. Upon any redemption of Series 2016 Bonds other than in accordance with scheduled mandatory sinking fund redemption, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Series 2016 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2016 Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Series 2016 Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption payment is due, the foregoing recalculation shall not be made to the mandatory sinking fund redemption amounts due in the

year in which such redemption or purchase occurs, but shall be made to the mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

Optional Redemption

The Series 2016 Bonds are subject to redemption prior to maturity at the option of the Issuer, as a whole or in part, at any time, on or after November 1, 2027 (less than all Series 2016 Bonds of a maturity to be selected randomly), at a Redemption Price equal to the principal amount of the Series 2016 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2016 Bonds maturing on November 1, 2020 are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

	Mandatory Sinking Fund
<u>Year</u>	Redemption Amount
2017	\$110,000
2018	115,000
2019	120,000
2020*	125,000

The Series 2016 Bonds maturing on November 1, 2027 are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

	Mandatory Sinking Fund
Year	Redemption Amount
2021	\$125,000
2022	130,000
2023	140,000
2024	145,000
2025	150.000
2026	155,000
2027*	160,000

^{*}Maturity

^{*}Maturity

The Series 2016 Bonds maturing on November 1, 2037 are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

	 Mandatory Sinking Fund
<u>Year</u>	Redemption Amount
2028	\$170,000
2029	175,000
2030	185,000
2031	195,000
2032	205,000
2033	215,000
2034	225,000
2035	235,000
2036	245,000
2037*	255,000

The Series 2016 Bonds maturing on November 1, 2046 are subject to mandatory sinking fund redemption on November 1 in the years and in the mandatory sinking fund redemption amounts set forth below at a redemption price of 100% of their principal amount plus accrued interest to the date of redemption.

	Mandatory Sinking Fund
Year	Redemption Amount
2038	\$270,000
2039	280,000
2040	295,000
2041	310,000
2042	325,000
2043	340,000
2044	360,000
2045	380,000
2046*	395,000

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Extraordinary Mandatory Redemption in Whole or in Part

The Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole or in part, on any date (other than in the case of clause (i) below, where a partial redemption must occur on a Quarterly Redemption Date), at an extraordinary mandatory

^{*}Maturity

^{*}Maturity

redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date.

- (i) from Series 2016 Prepayment Principal deposited into the Series 2016 Prepayment Subaccount of the Series 2016 Bond Redemption Account following the payment in whole or in part of Assessment Area Two Special Assessments on any assessable lands within the District in accordance with the provisions of the Second Supplemental Indenture:
- (ii) from moneys, if any, on deposit in the Series 2016 Funds, Accounts and Subaccounts in the Funds and Accounts (other than the Series 2016 Rebate Fund and the Series 2016 Acquisition and Construction Account) sufficient to pay and redeem all Outstanding Series 2016 Bonds and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture; and
- (iii) upon the Completion Date, from any funds remaining on deposit in the Series 2016 Acquisition and Construction Account not otherwise reserved to complete the Assessment Area Two Project and which have been transferred to the Series 2016 General Redemption Subaccount of the Series 2016 Bond Redemption Account.

Except as otherwise provided in the Indenture, if less than all of the Bonds subject to redemption shall be called for redemption, the particular such Bonds or portions of such Bonds to be redeemed shall be selected randomly by the Registrar as provided in the Indenture.

Notice of each redemption of the Bonds is required to be mailed by the Trustee, by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of the Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Bonds or such portions thereof on such date, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Notwithstanding the foregoing, the Trustee is authorized to give conditional notice of redemption as provided in the Indenture.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for three (3) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption shall be paid to the Issuer, thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Master Indenture) sufficient to pay the principal or Redemption Price of any the Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Bonds as to the trust estate with respect to the Bonds shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

The Issuer shall keep books for the registration of the Bonds at the designated corporate trust office of the Registrar in Jacksonville, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in connection with the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, including particularly the Act,

and that the issuance of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

IN WITNESS WHEREOF, Windsor at Westside Community Development District has caused this Bond to be signed by the facsimile signature of the Chairperson of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

By:

Chairperson, Board of Supervisors

(SEAL)

Attest:

By: _______ Secretary, Board of Supervisors

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Osceola County, Florida, rendered on the 6^{th} day of April, 2015.

WINDSOR AT WESTSIDE COMMUNITY DEYECOPMENT DISTRICT

Chairperson, Board of Supervisors

Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds del	ivered pursuant to the within mentioned Indenture.
Date of Authentication:	<u> </u>
	REGIONS BANK, as Trustee
	By Alem Tre and
	Vice President and Trust Officer

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

as tenants in common

TEN ENT JT TEN	- as joint	nts by the entireties tenants with rights of survivorship and enants in common
UNIFORM TRANSFER MIN ACT	- (Cust)	Custodian(Minor)
Under Uniform Transfer to Minors A	ct	
	(State)	

TEN COM -

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignce)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

WPB/383740253v2/155564.010100

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Upon recording, this instrument should be returned to:

Windsor at Westside Community Development District c/o Governmental Management Services – Central Florida, LLC 135 W. Central Boulevard, Suite 320 Orlando, Florida 32801 (This space reserved for Clerk)

AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

THIS AMENDED & RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT AMENDS THE DISCLOSURE OF PUBLIC FINANCING (2015 BONDS) RECORDED IN OSCEOLA COUNTY OFFICIAL RECORDS BOOK 4799, PAGE 2974.

Board of Supervisors¹ Windsor at Westside Community Development District

Carlos Gregory
Chairman

Angel Alfonso
Assistant Secretary

Clifford Torres
Vice Chairman

William Tew Assistant Secretary

Joshua Kalin Assistant Secretary

Governmental Management Services - Central Florida, LLC

District Manager 135 W. Central Boulevard, Suite 320 Orlando, Florida 32801 Ph: (407) 841 - 5524

District records are on file at the offices of Governmental Management Services – Central Florida, LLC and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors as of August 1, 2016. For a current list of Board Members, please contact the District Manager.

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

The Windsor at Westside Community Development District ("District") is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The following information describing the District and the assessments, fees and charges that have been levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

HOW IS THE DISTRICT GOVERNED?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, and established by Ordinance No. 2014-156, which was adopted by the Board of County Commissioners of Osceola County, Florida on October 20, 2014 and became effective on October 22, 2014. The District currently encompasses approximately 160.25 acres of land located entirely within the unincorporated area of Osceola County, Florida (the "County"). The legal description of the lands encompassed within the District is attached hereto as Exhibit A. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District. Subsequent landowner elections are then held every two years in November. At the landowner elections, and generally stated, each landowner is entitled to cast one vote for each acre of land owned with fractions thereof rounded upward to the nearest whole number, or one vote per platted lot. Commencing six years after the initial appointment of Supervisors and when the District attains a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A "qualified elector" in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered to vote with the Supervisor of Elections for the County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

The District is subject to Florida law governing open meetings and records. Accordingly, Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of

the District are available for public inspection at the District Manager's Office during normal business hours.

WHAT IMPROVEMENTS DOES THE DISTRICT PROVIDE?

The District is comprised of approximately 160.25 acres located in the County and is planned as a 600 unit residential community consisting of 96 attached single family homes (townhomes) and 504 detached single family units. The District's capital improvement plan ("Capital Improvement Plan") to provide infrastructure for development within the community contains two parts: Phase 1 and Phase 2. (The District's boundaries are described in Exhibit A; Phase 1 is described in Exhibit B; and Phase 2 is described in Exhibit C) Phase 1 consists of approximately 61.63 acres and is expected to be developed into 262 homes. Phase 2 would encompass the balance of the acreage and planned units.

As set forth in more detail in the District's Engineer's Report dated November 20, 2014 ("Master Engineer's Report"), as supplemented by the Supplemental Engineer's Report (Phase 2 Improvements) dated March 2016 ("Supplemental Engineer's Report," collectively, the "Engineer's Report"), the District's "Assessment Area One Project" consists of providing infrastructure directly benefitting the planned Phase 1 homes, including, but not limited to, storm water management systems, utilities, and certain roadways and landscaping, as described below. The District's "Assessment Area Two Project" consists of similar infrastructure benefitting Phase 2 homes, as described below. Copies of the Engineer's Report are available for review in the District's records.

Here is a summary of the Capital Improvement Plan, as described in the Engineer's Report:

- Storm Water Management Systems (Phases 1 & 2). The storm water management facilities consist of gutters, inlets, manholes, storm pipes and drainage swales, which direct storm water runoff to three wet detention ponds located within the two phases of development. These wet detention ponds have been designed to manage the storm water runoff generated by the Development. The Phase 1 development area north of and including Monaco Boulevard will be directed to the wet detention pond (Pond 1) located north of the clubhouse facility. This pond will then discharge south under Monaco Boulevard to the northerly wet detention pond (Pond 2) located in Basin 2 of Phase 2. Pond 2 then discharges to the adjacent wetland, which then flows easterly to Davenport Creek swamp. Pond 3 collects storm water runoff from the most southerly Basin 3 in Phase 2 and also discharges to the adjacent wetland, which then flows easterly to Davenport Creek swamp. The storm water management system will be owned, operated and maintained by the District.
- External Roadway (Monaco Boulevard) (Phase 1 & 2). The project includes a connector road (Monaco Boulevard) between Westside Boulevard and N. Goodman Road. This roadway serves as part of the County's major transportation system and direct access to both Phase 1 and Phase 2 of the development. In addition, improvements in Westside Blvd. consist of a southbound left turn lane and new median opening into

Monaco Blvd. and to N. Goodman Road consisting of the paving of the roadway from its current terminus to Monaco Blvd. As this roadway serves both Phases 1 and 2, its costs were divided between Phase 1 and 2 on a pro-rata share based on the number of residential lots within Phase 1 and Phase 2 compared to the total lots.

The network of interior onsite streets is not considered among the infrastructure to be financed, operated or maintained by the District since those streets are considered to be restricted to the use of the residents and their guests. Access to the onsite streets by the general public will be limited by the installation of gates at the entrances to the Development off of Monaco Blvd. Osceola County operates and maintains all pavement, curb, and drainage systems within the right-of-way. The District operates and maintains all hardscape (i.e., pavers, walkways, sidewalks), landscape, and irrigation improvements outside of the pavement and curb within the right-of-way pursuant to a "Right-of-way Use Agreement" with Osceola County.

- Emergency Access Road (Phase 2). As provided in the planned development and the construction plans for Phase 2, an emergency access road will be constructed from the development's interior on-site streets to the County's road network at the southern boundary of the Development. When completed, the access road will be owned, operated and maintained by the County.
- Monaco Blvd./Westside Blvd. Landscaping (Phases 1 & 2). As part of the infrastructure serving the development, landscaping and irrigation was provided within the Monaco Boulevard right-of-way to buffer the development from the public roadway and along the development's frontage adjacent to Westside Blvd. In addition, landscaping and irrigation improvements were constructed within the Westside Blvd. public right-of-way adjacent to the project and north to N. Goodman Road. The District owns and maintains the landscaping and irrigation improvements.
- Potable Water Distribution Systems (Phases 1 & 2). Potable water for the Development is provided by the Toho Water Authority ("TWA"). Existing water distribution facilities exist along Westside Boulevard as a 24" water main and along N. Goodman Road as a 12" water main. The water distribution system consists of three parts. Part 1 are the 12" and 16" water distribution mains, fittings and fire hydrants located along Monaco Blvd. The construction costs associated with this water main were distributed between Phase 1 and 2, as it serves both phases. Part 2 consists of the 8" water distribution system, valves, fittings, services, meters, and fire hydrants within Phase 1. This system solely benefits Phase 1, as it only serves Phase 1. Part 3 will consist of the 8" water distribution system, valves, fittings, services, meters and fire hydrants within Phase 2. This system solely benefits Phase 2, as it only serves Phase 2. When completed, the potable water distribution system will be dedicated by the District to the Toho Water Authority for operation and maintenance.
- Sanitary Sewer Collection Systems (Phases 1 & 2). Sanitary sewer collection and treatment will be provided by the TWA. Existing sanitary sewer services are provided by an existing gravity sewer main and sewer lift station located along N. Goodman Road,

just north of the north-east corner of the District. The sanitary sewer system consists of three parts. Part 1 consists of the 10" gravity sewer system and manholes within Monaco Blvd. that serve both Phase 1 and Phase 2 of the development. The construction costs associated with this sewer system were distributed between Phase 1 and 2, as it serves both phases. Part 2 consists of the 8" gravity sewer main, manholes and services that solely serve Phase 1. This system solely benefits Phase 1, as it only serves Phase 1. Part 3 consists of a sewer lift station, 8" gravity sewer mains, manholes and sewer services that solely serve Phase 2. This system solely benefits Phase 2, as it only serves Phase 2. When completed, the sanitary sewer system will be dedicated by the District to the TWA for operation and maintenance.

- Reclaimed Water Distribution Systems (Phases 1 & 2). Reclaimed (or irrigation) water for the development will be provided by TWA. Existing reclaimed water distribution facilities exist along Westside Boulevard as a 16" reclaimed water main and along N. Goodman Road as a 24" reclaimed water main. The reclaimed water distribution system consists of three parts. Part 1 consists of the 10" reclaimed water distribution mains and fittings located along Monaco Blvd. The construction costs associated with this reclaimed water main were distributed between Phase 1 and 2, as it serves both phases. Part 2 consists of the 6" reclaimed water distribution system, valves, services, master meters, and fittings within Phase 1. This system solely benefits Phase 1, as it only serves Phase 1. Part 3 consists of the 6" reclaimed water distribution system, valves, services, master meters, and fittings within Phase 2. This system solely benefits Phase 2, as it only serves Phase 2. When completed, the water distribution system will be dedicated by the District to the TWA for operation and maintenance.
- Professional and Inspection Fees (Phases 1 & 2). Professional services from various consultants are required to design, obtain permits and construct the public infrastructure within the development. These consultants include, but are not limited to: civil engineer; surveyor; environmental scientist; geotechnical engineer; land planner; and land development attorneys. Each agency will charge a plan review fee and an inspection fee for the public infrastructure to insure the public improvements are designed in accordance with the agency's codes and constructed in accordance with the approved plans. The professional service fees and review/inspection fees are included in the District's public infrastructure costs.

Please note that the District's Capital Improvement Plan is simply that – a plan for future improvements, which plan may be amended or changed at any time. Also, certain of the improvements set forth above may or may not yet have been formally accepted by the District, and may or may not be maintained by the District on a going forward basis. Please contact the District Manager for more information regarding the current Capital Improvement Plan.

HOW DOES THE DISTRICT PAY FOR THE IMPROVEMENTS?

The costs of acquisition or construction of a portion of the District's infrastructure improvements have been or will be financed by the District through the sale of bonds. In order to repay the District's bonds, the District has levied special assessments on certain benefitted

property within the District, as described below. While the District reserves the right to change its financing plan at any time, the District's current bonds and assessments are described below.

The Bonds

On April 6, 2015, the Circuit Court of the Ninth Judicial Circuit of the State of Florida, in and for Osceola County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$15,000,000 in Special Assessment Bonds, in one or more series, for infrastructure needs of the District. On or about June 23, 2015, and in order to finance all or a portion of the Assessment Area One Project, the District issued its first series of bonds – specifically, Special Assessment Bonds, Series 2015 (Assessment Area One Project), in the amount of \$4,190,000 and with an average coupon of 5.06% (the "2015 Bonds"). On or about May 10, 2016, and in order to finance all or a portion of the Assessment Area Two Project, the District issued its second series of bonds – specifically, Special Assessment Bonds, Series 2016 (Assessment Area Two Project), in the amount of \$6,535,000 and with an average coupon of 4.85% (the "2016 Bonds," and together with the 2015 Bonds, the "Bonds").

Debt Service Assessments

In order to secure the repayment of the 2015 Bonds, the District has levied and imposed special assessments on the lands within Phase 1 in order to secure repayment of the 2015 Bonds, and ultimately to pay for some or all of the costs of the Assessment Area One Project. Generally stated, these special assessments are allocated to platted lots on an equivalent residential unit basis, subject to adjustments for a contribution of infrastructure.

The schedule of debt assessments for platted lots is set forth below (per unit annual installments include Osceola County collection costs/early payment discounts, which may fluctuate):

Land Use Type	Per Unit Total Principal	Per Unit Annual Installment
Townhome	\$11,878	\$834
Single Family 40'	\$16,332	\$1,146
Single Family 50'	\$20,787	\$1,459

In order to secure the repayment of the 2016 Bonds, the District has levied and imposed special assessments on the lands within Phase 2 in order to secure repayment of the 2016 Bonds, and ultimately to pay for some or all of the costs of the Assessment Area Two Project. Generally stated, these special assessments are allocated to platted lots on an equivalent residential unit basis, subject to adjustments for a contribution of infrastructure.

The schedule of debt assessments for platted lots is set forth below (per unit annual installments include Osceola County collection costs/early payment discounts, which may fluctuate):

Land Use Type	Per Unit Total Principal	Per Unit Annual Installment
Single Family 40'	\$16,823	\$1,146
Single Family 50'	\$21,411	\$1,459

The capital improvement plan and financing plan of the District as presented herein reflect only the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, Florida Statutes.

Additional information regarding the debt service special assessments can be found in the District's Master Assessment Methodology for Phase 1 dated January 15, 2015, First Supplemental Assessment Methodology for Phase 1 dated June 1, 2015, Master Assessment Methodology for Phase 2 dated March 30, 2016, and First Supplemental Assessment Methodology for Phase 2 dated April 27, 2016, each of which are on file with the District Manager.

Operation and Maintenance Assessments

In addition to debt service assessments, the District may also impose on an annual basis operations and maintenance assessments ("O&M Assessments"), which are determined and calculated annually by the District's Board of Supervisors in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District, and may vary from year to year based on the amount of the District's budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Manager for more information regarding the allocation of O&M Assessments.

HOW DOES THE DISTRICT COLLECT ASSESSMENTS?

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. The provisions governing the collection of special assessments are more fully set forth in the applicable assessment resolutions, which are on file with the District Manager. That said, and generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Osceola County Tax Collector in the same manner as county ad valorem taxes ("Uniform Method"). Each property owner subject to the collection of special assessments by the Uniform Method must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property.

Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. In the event that an assessment payment is not timely made, the whole assessment — including any remaining amounts for the fiscal year as well as any future installments of assessments securing debt service — shall immediately become due and payable and shall accrue interest as well as penalties, plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement.

The use of the Uniform Method, or direct bill, for any given fiscal year does not mean that the Uniform Method, or direct bill, will be used to collect assessments in future years, and the District reserves the right in its sole discretion to select a new or different collection method in any given year, regardless of past practices. Please contact the District Manager for more information regarding collection methods.

CONCLUSION

This description of the Westside at Windsor Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of this community. If you have any questions or would simply like additional information about the District, please write to: District Manager, Westside at Windsor Community Development District, c/o Governmental Management Services – Central Florida, LLC, 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801, or call (407) 841-5524.

for and Maintenance of Improvements to	Amended and Restated Disclosure of Public Financing Real Property has been executed as of the day in the Official Records of Osceola County, Florida.
WITNESS	WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
By:	
Name:	
Title:	Ву:
	Name:
	Title:
Ву:	
Name:	
Title:	

COUNTY OF	
The foregoing instrument, as	was acknowledged before me this day of, 2016, by of Windsor at Westside Community Development
District, who appeared before me the as identified	his day in person, and who is either personally known to me, or produced
	NOTARY PUBLIC, STATE OF FLORIDA
(NOTARY SEAL)	Name:
	(Name of Notary Public, Printed, Stamped or
	Typed as Commissioned)

EXHIBIT A: District Boundaries **EXHIBIT B:** Phase 1 Boundaries **EXHIBIT C:** Phase 2 Boundaries

EXHIBIT A

Lots 11-14, inclusive, Block A, Florida Fruit and Truck Land Company, according to the Plat recorded in Plat Book B, Page 68, Section 18, Township 25 South, Range 27 East, Osceola County, Florida.

AND:

A portion of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 25 South, Range 27 East, Osceola County, Florida, LESS Right of Way for Goodman Road.

TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCE at the North 1/4 corner of Section 18, Township 25 South, Range 27 East, Osceola County, Florida; thence run South 00°06'05" West, along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 18, for a distance of 1324.50 feet to the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 18; thence departing said West line, run North 89°29'43" East, along the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 18, for a distance of 15.00 feet to a point on the Northwest corner of Lot 11, Block A, FLORIDA FRUIT AND TRUCK LAND COMPANY, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida, said point also lying on the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 18, said point also being the POINT OF BEGINNING; thence continue North 89°29'43" East, along the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 18, and the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, for a distance of 2441.52 feet to a point on the Southwesterly right of way line of Goodman Road; thence departing said North line of the Southeast 1/4 of the Northeast 1/4, run South 55°36'01" East along said Southwesterly right of way line, for a distance of 236.73 feet to a point on the East line of the Southeast 1/4 of the Northeast 1/4 of said Section 18; thence departing said Southwesterly right of way line, run South 00°04'18" West, along said East line, for a distance of 321.05 feet; thence departing said East line, run South 83°16'37" West for a distance of 41.00 feet; thence run North 86°53'16" West for a distance of 63.27 feet; thence run North 55°36'21" West for a distance of 66.75 feet; thence run North 43°13'21" West for a distance of 86.43 feet; thence run North 02°10'51" West for a distance of 59.63 feet; thence run North 14°53'45" East for a distance of 85.08 feet thence run South 40°21'42" West for a distance of 130.38 feet; thence run North 49°37'47" West for a distance of 67.52 feet; thence run South 40°21'42" West for a distance of 110.00 feet to a point on a curve, concave Northeasterly, having a radius of 25.00 feet, a chord bearing of South 31°11'56" East and a chord distance of 15.81 feet; thence run Southeasterly along the arc of said curve through a central angle of 36°51'41" for an arc distance of 16.08 feet; thence departing said curve, run South 40°21'12" West for a distance of 59.90 feet to a point on a curve, concave Southwesterly, having a radius of 25 feet, a chord bearing of North 68°04'16" West and a chord distance of 15.82 feet; thence run Westerly along the arc of said curve through a central angle of 36°52'58" for an arc distance of 16.09 feet; thence departing said curve, run South 40°21'42" West for a distance of 869.00 feet to the point

of curvature of a curve, concave Northwesterly, having a radius of 750.00 feet, a chord bearing of South 50°17'20" West and a chord distance of 258.59 feet; thence run Southwesterly along the arc of said curve through a central angle of 19°51'15" for an arc distance of 259.89 feet to a point on a curve, concave Easterly, having a radius of 25.00 feet, a chord bearing of South 09°26'48" East and a chord distance of 13.59 feet; thence run Southerly along the arc of said curve through a central angle of 31°32'41" for an arc distance of 13.76 feet to a point on a curve, concave Northwesterly, having a radius of 762.76 feet, a chord bearing of South 64°46'52" West and a chord distance of 112.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 8°25'14" for an arc distance of 112.10 feet; thence departing said curve, run South 25°13'08" East for a distance of 28.46 feet to a point on the South line of the aforesaid Block A, FLORIDA FRUIT AND TRUCK LAND COMPANY; thence run South 89°33'14" West, along said South line of Block A, for a distance of 1339.09 feet to a point on the West line of said Block A, also being the Easterly right of way line of Armadillo Avenue, a 30 foot wide Public Right of way per Plat Book B, Page 68 of the aforesaid Public Records of Osceola County, Florida; thence departing said South line, run North 00°06'05" East, along said West line of Block A, and said Easterly right of way line, for a distance of 1309.52 feet to the POINT OF BEGINNING.

Containing 2,658,023 square feet, or 61.02 acres, more or less.

AND ALSO:

TRACT C

COMMENCE at the North 1/4 corner of Section 18, Township 25 South, Range 27 East, Osceola County, Florida; thence run South 00°06'05" West, along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 18, for a distance of 1324.50 feet to the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 18; thence departing said West line, run North 89°29'43" East, along the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 18, for a distance of 15.00 feet to a point on the Northwest corner of Lot 11, Block A, FLORIDA FRUIT AND TRUCK LAND COMPANY, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida, said point also lying on the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 18; thence continue North 89°29'43" East. along the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 18, and the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, for a distance of 2441.52 feet to a point on the Southwesterly right of way line of Goodman Road; thence departing said Southwesterly right of way line, run North 89°29'43" East, along said North line, for a distance of 31.46 feet to a point on the Northeasterly right of way line of Goodman Road, also being the POINT OF BEGINNING; thence departing said Northeasterly right of way line, continue North 89°29'43" East, along said North line, for a distance of 164.05 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 18; thence departing said North line, run South 00°04'18" West, along the East line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, for a distance of 113.67 feet to a point on the aforesaid Northeasterly right of way line of Goodman Road; thence departing said East line, run North 55°36'01" West, along said Northeasterly right of way line, for a distance of 198.64 feet to the POINT OF BEGINNING.

Containing 9,323 square feet, or 0.21 acres, more or less.

PARCEL 1 AND TRACT C TOGETHER containing 2,667,346 square feet, or 61.23 acres, more or less.

LEGAL DESCRIPTION OF PARCEL 2

The East 1/2 of the Southeast 1/4, and a portion of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 25 South, Range 27 East, Osceola County, Florida, being more particularly described as follows:

COMMENCE at the North 1/4 corner of Section 18, Township 14 South, Range 27 East, Osceola County, Florida; thence run South 00°06'05" West, along the West line of the Northwest 1/4 of said Section 18, for a distance of 1324.50 feet to the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 18; thence departing said West line, run North 89°29'43" East, along the North line of the Southwest 1/4 of the Northeast 1/4, and the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, for a distance of 2652.03 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 18; thence departing said North lines, run South 00°04'18" West, along the East line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, for a distance of 456.52 feet to the POINT OF BEGINNING: thence continue South 00°04'18" West, along said East line, for a distance of 870.70 feet to the Northeast corner of the Southeast 1/4 of said Section 18; thence run South 00°05'05" West, along the East line of the Northeast 1/4 of the Southeast 1/4, and the East line of the Southeast 1/4 of the Southeast 1/4 of said Section 18, for a distance of 2643.55 feet to the Southeast corner of the Southeast 1/4 of said Section 18; thence departing said East lines, run South 89°30'32" West, along the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 18, for a distance of 1326.74 feet to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18; thence departing said South line, run North 00°05'23" East, along the West line of the Southeast 1/4 of the Southeast 1/4, and the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 18, and its Northerly projection, for a distance of 2659.60 feet to a point on the Northerly right of way line of the 30 foot wide public road as shown on the plat of FLORIDA FRUIT AND TRUCK COMPANY, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida; thence run North 89° 33' 14" East, along said Northerly right of way line, for a distance of 27.90 feet; thence departing said Northerly right of way line, run North 25°13'08" West for a distance of 28.46 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 762.76 feet, a chord bearing of North 64°46'52" East, and a chord distance of 112.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 08°25'14" for an arc distance of 112.10 feet to a point on a curve, concave Easterly, having a radius of 25.00 feet, a chord bearing of North 09°26'48" West, and a chord distance of 13.59 feet; thence run Northerly along the arc of said curve through a central angle of 31°32'41" for an arc distance of 13.76 feet to a point on a curve, concave Northwesterly, having a radius of 750.00 feet, a chord bearing of North 50°17'20" East, and a chord distance of 258.59 feet; thence run Northeasterly along the arc of said curve through a central angle of 19°51'15" for an arc distance of 259.89 feet to the point of tangency; thence run North 40°21'42" East for a distance of 869.00 feet to the point of curvature of a curve, concave Southerly, having a radius of 25.00 feet, a chord bearing of South 68°04'16" East, and a chord distance of 15.82 feet; thence run Easterly along the arc of said curve through a central angle of 36°52'58" for an arc distance of 16.09 feet; thence departing said curve, run North 40°21'12" East for a distance of 59.90 feet to a point on a curve, concave Northeasterly, having a radius of 25.00 feet, a chord bearing of North 31°11'56" West, and a chord distance of 15.81 feet; thence run Northwesterly along the arc of said curve through a central angle of 36°51'41" for an arc distance of 16.08 feet; thence departing said curve, run North 40°21'42" East for a distance of 110.00 feet; thence run South 49°37'47" East for a distance of 67.52 feet; thence run North 40°21'42" East for a distance of 130.38 feet; thence run South 14°53'42" West for a distance of 85.08 feet; Thence run South 02°10'51" East for a distance of 59.63 feet; thence run South 43°13'21" East for a distance of 86.43 feet; thence run South 55°36'21" East for a distance of 66.75 feet; thence run South 86°53'16" East for a distance of 63.27 feet; thence run North 83°16'37" East for a distance of 41.00 feet to the POINT OF BEGINNING.

Containing therein 4,313,196 square feet, or 99.02 acres, more or less.

All parcels combined contain 160.25 acres, more or less.

EXHIBIT B

Legal Description of Lands (Assessment Area One)

Lots 1 through 262, inclusive, WINDSOR AT WESTSIDE – PHASE 1 PLAT, according to the Plat thereof, as recorded in Plat Book 23, Page 112, of the Public Records of Osceola County, Florida.

EXHIBIT C

Legal Description of Lands (Assessment Area Two)

The East 1/2 of the Southeast 1/4, and a portion of the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 25 South, Range 27 East, Osceola County, Florida, being more particularly described as follows:

COMMENCE at the North 1/4 corner of Section 18, Township 25 South, Range 27 East, Osceola County, Florida; thence run South 00°06'05" West, along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 18, for a distance of 1324.50 feet to the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 18; thence departing said West line, run North 89°29'43" East, along the North line of the Southwest 1/4 of the Northeast 1/4, and the North line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, for a distance of 2652.03 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 18; thence departing said North lines, run South 00°04'18" West, along the East line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, for a distance of 456.52 feet to the POINT OF BEGINNING; thence continue South 00°04'18" West, along said East line, for a distance of 870.70 feet to the Northeast corner of the Southeast ¼ of said Section 18; thence run South 00°05'05" West, along the East line of the Northeast 1/4 of the Southeast 1/4, and the East line of the Southeast 1/4 of the Southeast 1/4 of said Section 18, for a distance of 2643.55 feet to the Southeast corner of the Southeast 1/4 of said Section 18; thence departing said East lines, run South 89°30'32" West, along the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 18, for a distance of 1326.74 feet to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18; thence departing said South line, run North 00°05'23" East, along the West line of the Southeast 1/4 of Southeast 1/4, and the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 18, and its Northerly projection, for a distance of 2659.60 feet to a point on the Northerly right of way line of the 30 foot wide public road as shown on the plat of FLORIDA FRUIT AND TRUCK COMPANY, as recorded in Plat Book B, Page 68 of the Public Records of Osceola County, Florida; thence run North 89°33'14" East, along said Northerly right of way line, for a distance of 27.90 feet; thence departing said Northerly right of way line, run North 25°13'08" West for a distance of 28.46 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 762.76 feet, a chord bearing of North 64°46'52" East, and a chord distance of 112.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 08°25'14" for an arc distance of 112.10 feet to a point on a curve, concave Easterly, having a radius of 25.00 feet, a chord bearing of North 09°26'48" West, and a chord distance of 13.59 feet; thence run Northerly along the arc of said curve through a central angle of 31°32'41" for an arc distance of 13.76 feet to a point on a curve, concave Northwesterly, having a radius of 750.00 feet, a chord bearing of North 50°17'20" East, and a chord distance of 258.59 feet; thence run Northeasterly along the arc of said curve through a central angle of 19°51'15" for an arc distance of 259.89 feet to the point of tangency; thence run North 40°21'42" East for a distance of 869.00 feet to the point of curvature of a curve, concave Southerly, having a radius of 25.00 feet, a chord bearing of South 68°04'16" East, and a chord distance of 15.82 feet; thence run Easterly along the arc of said curve through a central angle of 36°52'58" for an arc distance of 16.09 feet; thence departing said curve, run North 40°21'12"

East for a distance of 59.90 feet to a point on a curve, concave Northeasterly, having a radius of 25.00 feet, a chord bearing of North 31°11'56" West, and a chord distance of 15.81 feet; thence run Northwesterly along the arc of said curve through a central angle of 36°51'41" for an arc distance of 16.08 feet; thence departing said curve, run North 40°21'42" East for a distance of 110.00 feet; thence run South 49°37'47" East for a distance of 67.52 feet; thence run North 40°21'42" East for a distance of 130.38 feet; thence run South 14°53'45" West for a distance of 85.08 feet; Thence run South 02°10'51" East for a distance of 59.63 feet; thence run South 43°13'21" East for a distance of 86.43 feet; thence run South 55°36'21" East for a distance of 66.75 feet; thence run South 86°53'16" East for a distance of 63.27 feet; thence run North 83°16'37" East for a distance of 41.00 feet to the POINT OF BEGINNING.

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2016 (ASSESSMENT AREA TWO PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Windsor at Westside Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of June 1, 2015, as supplemented by that certain Second Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 6
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement:

Hopping, Green & Sams

- (D) Amount Payable: \$3,271.56
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice#89045; Legal services for preparation of Phase 2 Improvements and Stormwater Acquisition documents.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2016 Acquisition & Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District;
- 2. each disbursement set forth above is a proper charge against the Series 2016 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area Two Project; and
- 4. each disbursement represents a Cost of the Assessment Area Two Project which has not previously been paid.

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

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

Originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

Date: August 31, 2016

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area Two Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

July 25, 2016

Windsor at Westside Community Development District

c/o GMS - Central Florida 135 West Central Blvd.

Suite 320

Orlando, FL 32801



BY:____

Bill Number 89045 Billed through 06/30/2016

Phase 2 Project Construction WWSCDD 00105 TFM

FOR PRO	ESSION	AL SERVICES RENDERED	
06/01/16	TFM	Review executed engineer's certificate and confer with Althafer and Torres.	0.40 hrs
06/02/16	TFM	Review Pulte executed acquisition documents and confer with Wilbourn regarding same.	0.30 hrs
06/02/16	DGW	Review signed acquisition documents for Phase 2 and confer with Mackie regarding same.	0.60 hrs
06/06/16	TFM	Attend call with Torres and Althafer regarding acquisition documents; confer with Flint regarding requisition for fees.	0.80 hrs
06/06/16	DGW	Update and revise Phase 2 acquisition documents.	0.80 hrs
06/08/16	TFM	Confer with Gregory regarding status of acquisitions; confer with Torres and transmit conveyance documents.	0.80 hrs
06/09/16	TFM	Confer with Flint regarding wiring instructions.	0.20 hrs
06/15/16	DGW	Update and revise acquisition notebook and checklist for Phase 2; check on status of same.	1.50 hrs
06/17/16	TFM	Confer with Gregory; confer with Althafer and Torres.	0.40 hrs
06/20/16	TFM	Confer with Wilbourn regarding acquisitions.	0.40 hrs
06/21/16	TFM	Confer with Wilbourn regarding acquisition checklists.	0.30 hrs
06/21/16	DGW	Communications with district engineer and others regarding Phase 2 acquisition documents; confer with Mackie regarding same.	0.70 hrs
06/22/16 ~	TFM	Review acquisition documents and confer with Althafer, Flint and Torres regarding same.	0.70 hrs
06/22/16	DGW	Update acquisition documentation for phase 2; conferences with Mackie regarding same.	1.20 hrs
06/23/16	TFM	Review acquisition documents and confer with Flint, Torres and Althafer	1.50 hrs

	ect Constructi	ion Bill No. 89045			Page 2	
~		regarding same.				
06/23/16	DGW	Review and update acq Mackie regarding same				1.70 hrs
06/24/16	DGW	Update and revise acqu Mackie regarding same		ation for Phase 2; co	nferences with	1.80 hrs
06/27/16	TFM	Finalize requisitions and same.	d confer with Alth	nafer, Torres, Flint an	d Kalin regarding	0.90 hrs
06/27/16	DGW	Update, revise and fina packages.	lize Phase 2 acqu	uisition documentatio	n and requisition	1.60 hrs
06/28/16	TFM	Confer with Flint and G	regory regarding	requisition status.		0.50 hrs
	Total fee	s for this matter				\$3,271.50
<u>DISBURS</u>	EMENTS Long Dist	ance				0.06
	Total disk	oursements for this matte	er			\$0.06
MATTER S	SUMMARY	<u>.</u>				
		, David - Paralegal		9.90 hrs	145 /hr	\$1,435.50
	Mackie, A	Tucker Frazee		7.20 hrs	255 /hr	\$1,836.00
		TOTAL DIS	TOTAL FEES SBURSEMENTS			\$3,271.50 \$0.06
	T	OTAL CHARGES FOR T	HIS MATTER			\$3,271.56
BILLING S	SUMMARY					
		David - Paralegal Tucker Frazee		9.90 hrs 7.20 hrs	145 /hr 255 /hr	\$1,435.50 \$1,836.00
		TOTAL DIS	TOTAL FEES SBURSEMENTS			\$3,271.50 \$0.06
		TOTAL CHARGES FO	R THIS BILL			\$3,271.56

Please include the bill number on your check.

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2016 (ASSESSMENT AREA TWO PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Windsor at Westside Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of June 1, 2015, as supplemented by that certain Second Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 7
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement:

Osceola Engineering Inc.

- (D) Amount Payable: \$2,231.25
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice#7028; Professional services for preparation of Phase 2 Improvements and Stormwater Acquisition documents.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2016 Acquisition & Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District;
- 2. each disbursement set forth above is a proper charge against the Series 2016 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area Two Project; and
- 4. each disbursement represents a Cost of the Assessment Area Two Project which has not previously been paid.

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

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

Originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

Responsible Officer

Date: September 9, 2016

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area Two Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer



1003 FLORIDA AVENUE St. Cloud, FL 34769 407-891-0452

Prepai	red	for:
--------	-----	------

Windsor at Westside CDD c/o Governmental Management Services-Central Florida, LLC 135 West Central Blvd, Suite 320 Orlando, FL 32801

CONTRACT INVOICE

Date	Invoice #
8/10/2016	7028

May-July 2016 Description oject Manager 12.75 hours @ \$1' CQUISITION - prepare acq. docuview John Hall pay application, of antities for Phase 2A Il with Tucker, Cliff RE: acquisiti	75.00 Imentation	st Amt	14-017-3/ Prior %	Windsor@ Curr %	Westside Cl	DD Amount
oject Manager 12.75 hours @ \$1'CQUISITION - prepare acq. docu eview John Hall pay application, cantities for Phase 2A	75.00 Imentation	st Amt	Prior %	Curr %	Total %	Amount
CQUISITION - prepare acq. docu view John Hall pay application, o antities for Phase 2A	ımentation					1 milount
						2,231.25
RECEIVE	ED					
AUG 1 2 2016						
BY:						
	AUG 1 2 2016		AUG 1 2 2016	AUG 1 2 2016	AUG 1 2 2016	AUG 1 2 2016

Prompt payment is appreciated. Please include invoice number on your check. Finance charges will be assessed on overdue invoices.

Total	\$2,231.25
Payments/Credits	\$0.00
Balance Due	\$2,231.25

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2016 (ASSESSMENT AREA TWO PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Windsor at Westside Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of June 1, 2015, as supplemented by that certain Second Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 8
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement:

Hopping, Green & Sams

- (D) Amount Payable: \$160.34
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice#89490; Legal services for Phase 2 Improvements.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2016 Acquisition & Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District;
- 2. each disbursement set forth above is a proper charge against the Series 2016 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area Two Project; and
- 4. each disbursement represents a Cost of the Assessment Area Two Project which has not previously been paid.

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

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

Originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

By: Detaurable Office

Date: 9/12/2016

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area Two Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer

RECEIVED

Hopping Green & Sams

Attorneys and Counselors

AUG 3 1 2015

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850,222,7500

BY:	
-----	--

August 25, 2016

Windsor at Westside Community Development District c/o GMS - Central Florida 135 West Central Blvd.
Suite 320

Bill Number 89490 Billed through 07/31/2016

\$145.00

\$160.34

\$15.34

Phase 2 Project Construction WWSCDD 00105 TFM

Orlando, FL 32801

FOR PROFESSIONAL SERVICES REND	DERED
--------------------------------	-------

FOR PRO	<u>-ESSION</u>	AL SERVICES RENDERED			
07/18/16	16 DGW Follow-up on status of Phase 2 acquisition and documents thereto.				0.50 hrs
07/28/16 DGW Research status of final acquisition documents.					0.50 hrs
	Total fee	es for this matter			\$145.00
DISBURS		nce Calls			15.34
	Total dis	bursements for this matter			\$15.34
MATTER S	<u>SUMMAR</u>	<u>Y</u>			
	Wilbourn	n, David - Paralegal	1.00 hrs	145 /hr	\$145.00
TOTAL FEES TOTAL DISBURSEMENTS					\$145.00 \$15.34
	7	TOTAL CHARGES FOR THIS MATT	ER		\$160.34
BILLING S	<u>SUMMAR</u>	<u>Y</u>			
	Wilbourr	n, David - Paralegal	1.00 hrs	145 /hr	\$145.00

Please include the bill number on your check.

TOTAL FEES

TOTAL DISBURSEMENTS

TOTAL CHARGES FOR THIS BILL

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2016 (ASSESSMENT AREA TWO PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Windsor at Westside Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of June 1, 2015, as supplemented by that certain Second Supplemental Trust Indenture dated as of April 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 9
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement:

Osceola Engineering, Inc.

- (D) Amount Payable: \$2,056.25
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice#6834; Professional services for revising Supplemental Engineer's Report.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2016 Acquisition & Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District;
- 2. each disbursement set forth above is a proper charge against the Series 2016 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area Two Project; and
- 4. each disbursement represents a Cost of the Assessment Area Two Project which has not previously been paid.

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

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

Originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

Responsible Officer

Date: 10/3/2016

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area Two Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Consulting Engineer



1003 FLORIDA AVENUE 8T. CLOUD, FL 34769 407-891-0452

Prepared for:

Windsor at Westside CDD c/o Governmental Management Services-Central Florida, LLC 135 West Central Blvd, Suite 320 Orlando, FL 32801

CONTRACT INVOICE

Date	Invoice #		
3/10/2016	6834		

	Date of Services:	Terms			Project		
	February 2016	Net 30		14-017-3/	Windsor@	Westside C	DD
Task	Description	Est A		Prior %	Curr %	Total %	Amount
709	Attention: George Flint Project Manager 11.75 hours @ \$175.00 BOND ISSUANCE - call with George I RE: Monaco & Westside Blvd. landscap hardscape BOND ISSUANCE - call with Tucker, I cost breakdown, revise engineer's report BOND ISSUANCE - coordination with Tucker RE: engineer's report, draft revis supplemental report, prepare cost breakd of CDD vs. non-CDD costs BOND ISSUANCE - email to Tucker, C RE: Monaco & Westside Blvd. landscap hardscape BOND ISSUANCE - Prepare for and ca Tucker RE: Monaco & westside Blvd. landscape & hardscape BOND ISSUANCE - provide contracts Tucker, draft supplemental engineer rep BOND ISSUANCE - respond to tucker, George comments on Supplemental Eng Report BOND ISSUANCE - supplemental eng report	Flint pe & revise t sed down George pe and all with to port gineer's					2,056.25

Prompt payment is appreciated. Please include invoice number on your check. Finance charges will be assessed on overdue invoices,

Total	\$2,056.25
Payments/Credits	\$0.00
Balance Due	\$2,056.25

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To:

Board of Supervisors

Windsor at Westside Community Development District

From:

Tucker F. Mackie

Date:

October 7, 2016

Re:

Prompt Payment Policies and Procedures

The purpose of this memorandum is to outline the Windsor at Westside Community Development District's ("District") responsibilities under the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("Act"). The Act requires districts to establish procedures for marking payment requests or invoices as "received" and to establish dispute resolution procedures in the event a dispute occurs between a district and a contractor.

The accompanying proposed resolution and policy ("Prompt Payment Policies and Procedures") sets forth specific policies and procedures to ensure timely payment to vendors or contractors providing goods or services to the District and to provide guidance in contracting matters. The Prompt Payment Policies and Procedures will provide more protection for the District by establishing a process to deny and resolve instances of improper invoices such as an invoice for goods or services that fail to meet the contract requirements. As required by the Act, the Prompt Payment Policies and Procedures delineate the procedure for accepting and calculating the date of payment for construction services and non-construction goods and services.

If you have questions regarding the Prompt Payment Act, or the attached proposed Resolution and Prompt Payment Policies and Procedures, please do not hesitate to contact me.

RESOLUTION 2016-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Windsor at Westside Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Osceola County, Florida; and

WHEREAS, Chapter 218, Florida Statutes, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (the "Board") accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as Exhibit A for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as Exhibit A are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, Florida Statutes, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. All District resolutions, policies or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed, except as noted below.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS	, DAY OF, 2016.	
ATTEST:	WINDSOR AT WESTSIDE COMMUNIT DEVELOPMENT DISTRICT	Ϋ́
Secretary/Assistant Secretary	Chairman, Board of Supervisors	-

Exhibit A: Prompt Payment Policies and Procedures

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

In Accordance With the Local Government Prompt Payment Act Chapter 218, Part VII, Florida Statutes

_____, 2016

Windsor at Westside Community Development District Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("PPA"), the purpose of the Windsor at Westside Community Development District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

В.	Sales Tax Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is A copy of the tax-exempt form will be supplied to Providers upon request.
С.	Federal Identification and Social Security Numbers Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.
	Providers should notify the District Manager when changes in data occur (telephone, email, Fax

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

- 1. Name of Vendor
- 2. Remittance address
- 3. Invoice Date
- 4. Invoice number

- 5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
- 6. Project name (if applicable)
- 7. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of goods should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
- 8. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of services should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
- 9. Any applicable discounts
- 10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV.A.-D., above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Contractor.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

4

		c/o
	2.	Email Address
VI.	Calculatio	n of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the <u>latest</u> date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- 1. Be provided in writing;
- 2. Specify any and all known deficiencies; and
- 3. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Contractor may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Contractor shall identify the Agent to which the Contractor shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Contractor's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

- b. The District's rejection of the Improper Payment Request must:
 - 1. Be provided in writing;
 - 2. Specify any and all known deficiencies; and
 - 3. State actions necessary to correct the Improper Invoice.

c. If a Contractor submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in § 218.735, Fla. Stat., for Construction Services, and § 218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Contractor

If a dispute between the District and a Contractor cannot be resolved following resubmission of a payment request by the Contractor, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
- 2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
- 3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written

statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

- 4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
- 5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
- 6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§ 218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, § 218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§ 218.74 (4), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month, or the rate specified by agreement, whichever is greater. The Contractor must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§ 218.735 (8)(i), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§ 218.78, Fla. Stat.).

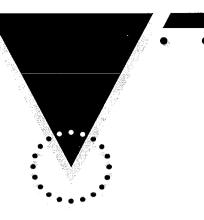
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Windsor at Westside Community Development District

Unaudited Financial Report

September 30, 2016



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COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET September 30, 2016

	GENERAL FUND	DEBT SERVICE FUND	CAPITAL PROJECTS FUND	TOTALS 2016
ASSETS:				
CASH				
OPERATING ACCOUNT	\$4,483			\$4,483
ASSESSMENT RECEIVABLE	\$25,789			\$25,789
<u>INVESTMENTS</u>				
SERIES 2015				
RESERVE		\$138,364		\$138,364
REVENUE		\$173,156		\$173,156
CAPITALIZED INTEREST		\$12		\$12
INTEREST		\$1,594		\$1,594
CONSTRUCTION			\$32	\$32
SERIES 2016				
RESERVE		\$209,537		\$209,537
CAPITALIZED INTEREST		\$143,594		\$143,594
CONSTRUCTION			\$1,818,619	\$1,818,619
COSTS OF ISSUANCE			\$2,000	\$2,000
TOTAL ASSETS	\$30,272	\$666,257	\$1,820,651	\$2,517,179
LIABILITIES:				
ACCOUNTS PAYABLE	\$25,763		\$2,056	\$27,820
FUND EQUITY: FUND BALANCES:				
RESTRICTED FOR DEBT SERVICE 2015		\$313,126		\$313,126
RESTRICTED FOR DEBT SERVICE 2016		\$353,131		\$353,131
RESTRICTED FOR CAPITAL PROJECTS 2015			\$32	\$32
RESTRICTED FOR CAPITAL PROJECTS 2015			\$1,818,562	\$1,818,562
UNASSIGNED	\$4,509			\$4,509
TOTAL LIABILITIES & FUND EQUITY	\$30,272	\$666,257	\$1,820,651	\$2,517,179

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

STATES S		ADOPTED BUDGET	PRORATED BUDGET THRU 9/30/16	ACTUAL THRU 9/30/16	VARIANCE
DEVELOPER CONTRIBUTIONS \$104,439 \$35,939 \$35,939 \$(\$68,500)	REVENUES:	55552.		5, 50, 20	
DEVELOPER CONTRIBUTIONS \$104,439 \$35,939 \$35,939 \$(\$68,500)	O&M ASSESSMENTS	\$73,549	\$73,549	\$73,638	\$89
### PRINDITURES: ### ADMINISTRATIVE ENGINERING \$12,000 \$12,000 \$5,676 \$6,324 ATTORNEY \$20,000 \$20,000 \$14,479 \$5,521 ARBITRAGE \$700 \$700 \$0 \$0,000 \$14,479 \$5,521 ARBITRAGE \$700 \$5,000 \$30,000 \$14,479 \$5,521 ARBITRAGE \$700 \$5,000 \$30,000 \$14,479 \$5,521 ARBITRAGE \$700 \$5,000 \$30,000 \$14,479 \$5,521 ARBITRAGE \$700 \$5,000 \$3,000 \$4,083 \$6383 ANNUAL AUDIT \$5,000 \$5,000 \$5,000 \$3,200 \$1,800 ARBITRAGE \$5,000 \$5,000 \$3,000 \$1,800 \$10,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$47 \$2,544 \$3,000 \$3,000 \$4,000 \$3,000 \$4,000 \$			• •		(\$68,500)
## ENGINEERING \$12,000 \$12,000 \$5,676 \$6,824 ATTORNEY \$20,000 \$20,000 \$14,479 \$5,521 ARITHAGE \$700 \$700 \$50 \$5,676 \$6,824 ATTORNEY \$20,000 \$20,000 \$14,479 \$5,521 ARRITHAGE \$700 \$700 \$50 \$5,000 \$5,500 \$3,500 \$1,500 ARRITHAGE \$5,000 \$5,000 \$3,200 \$1,800 TRUSTER FEES \$5,000 \$	TOTAL REVENUES	\$177,988	\$177,988	\$109,576	(\$68,412)
ENGINEERING \$12,000 \$12,000 \$5,676 \$6,324 ATTORNEY \$20,000 \$20,000 \$14,479 \$5,521 ARBITRAGE \$700 \$700 \$0 \$0 \$700 \$0 \$0 \$700 \$14,479 \$5,521 ARBITRAGE \$700 \$5,000 \$5,000 \$14,479 \$5,521 ARBITRAGE \$700 \$5,000 \$5,000 \$3,200 \$1,800 \$1000 \$1000 \$1000 \$1000 \$1000 \$1,80	EXPENDITURES:				
ATTORNEY \$20,000 \$20,000 \$14,479 \$5,521 ARBITRAGE \$700 \$700 \$50 \$700 ARBITRAGE \$700 \$5,000 \$5,000 \$6,083 \$(588) ANNUAL AUDIT \$5,000 \$5,000 \$3,200 \$1,800 TRUSTEE FEES \$5,000 \$5,000 \$3,300 \$1,800 ASSESMENT ADMINISTRATION \$5,000 \$5,000 \$5,000 \$5,000 ASSESMENT FEES \$35,000 \$35,000 \$5,000 \$0,000 ASSESMENT FEES \$35,000 \$35,000 \$5,000 \$0,000 ASSESMENT FEES \$35,000 \$35,000 \$5,000 \$0,000 ASSESMENT FEES \$35,000 \$300 \$47 \$254 POSTAGE \$1,000 \$1,000 \$4,000 \$1,414 \$444 IEGAL ADVERTISING \$5,000 \$5,000 \$8,466 \$63,460 OTHER CURRENT CHARGES \$875 \$875 \$279 \$596 PROPERTY APPRAISER FEE \$0 \$0 \$2,000 \$456 DUES, LICENSE & SUBSCRIPTIONS \$175 \$175 \$175 \$0 OPERATION & MAINTENANCE CONTRACT SUPPLIES \$7,500 \$7,500 \$2,045 \$5,455 LANDSCAPE MAINTENANCE \$33,313 \$33,313 \$24,505 \$8,008 EAGL MAINTENANCE \$35,000 \$3,500 \$500 \$5,000 ERIGATION REMINISTENANCE \$5,000 \$5,000 \$0 \$5,000 ERIGATION REPAIRS \$5,000 \$5,000 \$0 \$5,000 ERIGATION REPAIRS \$5,000 \$5,000 \$0 \$5,000 ERIGATION REPAIRS \$5,000 \$5,000 \$725 \$4,275 EACH TRANSPORT \$5,000 \$5,000 \$725 \$4,275 ENDIFFRENCE \$5,000 \$5,000 \$725 \$4,275 ENDIFFRENCE \$5,000 \$5,000 \$5,000 \$5,000 ERIGATION REPAIRS \$5,000 \$5,000 \$0 \$5,000 ERIGATION MATER \$10,000 \$11,000 \$11,000 ERIGATION MATER \$5,000 \$5,000 \$0 \$5,000 ERIGATION MATER \$10,000 \$11,000 \$11,000 ERIGATION MATER \$5,000 \$5,000 \$0 \$5,000 ERIGATION MATER \$10,000 \$11,000 \$11,000 ERIGATION MATER \$10,000 \$10,000 ERIGATION REPAIRS \$11,000 \$10,000 ERIGATION MATER \$10,000 ERIGATION M	ADMINISTRATIVE:				
ABBITRACE \$700 \$700 \$50 \$700 DISSEMINATION \$3,500 \$3,500 \$4,083 \$5830 ABANIVAL AUDIT \$5,000 \$5,000 \$3,200 \$1,800 TRUSTEE FEES \$5,000 \$5,000 \$3,500 \$1,500 TRUSTEE FEES \$5,000 \$5,000 \$3,500 \$1,500 ARANGAGEMENT FEES \$35,000 \$35,000 \$35,000 \$60,000 ABANAGEMENT FEES \$35,000 \$35,000 \$35,000 \$60,000 TELEPHONE \$300 \$30,000 \$47 \$254 POSTAGE \$1,000 \$1,000 \$2,57 \$743 INSURANCE \$8,500 \$8,500 \$5,150 \$3,350 PRINTING & \$1,000 \$1,000 \$1,414 \$4,444 LEGAL ADVERTISING \$5,000 \$5,000 \$8,346 \$6,3346 OTHER CURRENT CHARGES \$875 \$875 \$279 \$596 OTHER CURRENT CHARGES \$625 \$625 \$169 \$456 DUES, LICENSE & SUBSCRIPTIONS \$1,75 \$175 \$800 OFFICE SUPPLIES \$6,25 \$625 \$169 \$456 OURS, LICENSE & SUBSCRIPTIONS \$3,300 \$295 \$3,205 PRENTING & MAINTENANCE \$33,313 \$33,313 \$24,505 \$8,808 LAKE MAINTENANCE CONTRACT \$33,313 \$33,313 \$24,505 \$8,808 LAKE MAINTENANCE CONTRACT \$33,313 \$33,313 \$24,505 \$8,808 LAKE MAINTENANCE CONTRACT \$3,500 \$3,500 \$295 \$3,205 Repairs & Maintenance \$1,500 \$3,500 \$0 \$1,500 OPERATIONS & MAINTENANCE OTHER \$5,000 \$2,000 \$0 \$1,500 OPERATION & \$5,000 \$5,000 \$725 \$4,275 RRIGATION REPAIRS \$2,500 \$5,000 \$725 \$4,275 RRIGATION WATER \$12,000 \$12,000 \$11,90 \$1,500 CHIRITY \$1,500 \$1,500 \$0 \$1,500 FENCING \$5,000 \$5,000 \$725 \$4,275 RRIGATION WATER \$5,000 \$5,000 \$5,000 \$5,000 TOTAL EXPENDITURES \$17,988 \$11,846 FUND BALANCE - Beginning \$0 \$11,846 FUND BALANCE					
DISSEMINATION \$3,500 \$3,500 \$4,083 (583) ANNUAL AUDIT \$5,000 \$5,000 \$3,200 \$1,800 \$1,800 \$3,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500 \$3,500 \$1,500					
ANNUAL AUDIT \$5,000 \$5,000 \$3,200 \$3,200 \$1,800 TRUSTEE FEES \$5,000 \$5,			·		-
TRUSTE FEES \$5,000 \$5,000 \$3,500 \$1,500 ASSESSMENT ADMINISTRATION \$5,000 \$5,000 \$5,000 \$0 \$0.00 ASSESSMENT ADMINISTRATION \$5,000 \$5,000 \$5,000 \$0.00 \$0.00 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$1,000 \$2,07 \$2,04 \$1,000 \$1,000 \$2,07 \$2,04 \$1,000 \$1,00					
ASSESSMENT ADMINISTRATION					
MANAGEMENT FEES \$35,000 \$35,000 \$35,000 \$47 \$2.54					
TELEPHONE					
POSTAGE				•	
NSURANCE				•	· ·
PRINTING & BINDING				· ·	· ·
LEGAL ADVERTISING					
Section Sect					
PROPERTY APPRAISER FEE \$0					
OFFICE SUPPLIES \$625 \$625 \$169 \$456 DUES, LICENSE & SUBSCRIPTIONS \$175 \$175 \$175 \$0 OPERATION & MAINTENANCE: Contract Services FIELD SERVICES \$7,500 \$7,500 \$2,045 \$5,455 LANDSCAPE MAINTENANCE - CONTRACT \$33,313 \$33,313 \$24,505 \$8,808 LAKE MAINTENANCE - CONTRACT \$33,500 \$3,500 \$295 \$3,205 Repairs & Maintenance LANDSCAPE MAINTENANCE - OTHER \$0 \$0 \$2,250 \$2,250 REPAIRS - GENERAL \$1,500 \$1,500 \$0 \$1,500 OPERATING SUPPLIES \$2,000 \$2,000 \$0 \$2,200 SIGNAGE \$1,500 \$1,500 \$0 \$1,500 SIGNAGE \$1,500 \$5,000 \$0 \$1,500 FENCING \$5,000 \$5,000 \$72,500 \$5,000 Utility ELECTRIC \$5,000 \$5,000 \$11,881 Ot					
DUES, LICENSE & SUBSCRIPTIONS \$175 \$175 \$175 \$0		•			
Contract Services FIELD SERVICES \$7,500 \$7,500 \$2,045 \$5,455 LANDSCAPE MAINTENANCE - CONTRACT \$33,313 \$33,313 \$24,505 \$8,808 LAKE MAINTENANCE \$33,500 \$3,500 \$295 \$3,205 Repairs & Maintenance LANDSCAPE MAINTENANCE - OTHER \$0 \$0 \$0 \$2,250 (\$2,250) REPAIRS - GENERAL \$1,500 \$1,500 \$0 \$1,500 DERATING SUPPLIES \$2,000 \$2,000 \$0 \$2,200 IRRIGATION REPAIRS \$2,500 \$2,500 \$0 \$2,500 SIGNAGE \$1,500 \$1,500 \$0 \$1,500 FENCING \$500 \$5,000 \$0 \$1,500 Utility ELECTRIC \$5,000 \$5,000 \$725 \$4,275 IRRIGATION WATER \$12,000 \$12,000 \$11,900 Other CONTINGENCY \$5,000 \$5,000 \$5,000 TOTAL EXPENDITURES \$177,988 \$177,988 \$116,914 \$61,074 EXCESS REVENUES (EXPENDITURES) \$0 \$5,000 \$51,846				•	•
FIELD SERVICES \$7,500 \$7,500 \$2,045 \$5,455 LANDSCAPE MAINTENANCE - CONTRACT \$33,313 \$33,313 \$24,505 \$8,808 LAKE MAINTENANCE \$3,500 \$3,500 \$295 \$3,205 Repairs & Maintenance	OPERATION & MAINTENANCE:				
LANDSCAPE MAINTENANCE - CONTRACT \$33,313 \$33,313 \$24,505 \$8,808 LAKE MAINTENANCE \$3,500 \$3,500 \$295 \$3,205 Repairs & Maintenance LANDSCAPE MAINTENANCE - OTHER \$0 \$0 \$2,250 \$2,250 REPAIRS - GENERAL \$1,500 \$1,500 \$0 \$1,500 OPERATING SUPPLIES \$2,000 \$2,000 \$0 \$2,000 IRRIGATION REPAIRS \$2,500 \$2,500 \$0 \$2,500 SIGNAGE \$1,500 \$1,500 \$0 \$1,500 FENCING \$500 \$5,000 \$0 \$5,000 Utility ELECTRIC \$5,000 \$5,000 \$725 \$4,275 IRRIGATION WATER \$12,000 \$12,000 \$11,981 Other CONTINGENCY \$5,000 \$5,000 \$0 \$5,000 TOTAL EXPENDITURES \$177,988 \$177,988 \$116,914 \$61,074 EXCESS REVENUES (EXPENDITURES) \$0 \$11,846	Contract Services				
CAKE MAINTENANCE \$3,500 \$3,500 \$295 \$3,205	FIELD SERVICES	\$7,500	\$7,500	\$2,045	\$5,455
Repairs & Maintenance	LANDSCAPE MAINTENANCE - CONTRACT	\$33,313	\$33,313	\$24,505	\$8,808
LANDSCAPE MAINTENANCE - OTHER \$0	LAKE MAINTENANCE	\$3,500	\$3,500	\$295	\$3,205
REPAIRS - GENERAL \$1,500 \$1,500 \$0 \$1,500 OPERATING SUPPLIES \$2,000 \$2,000 \$0 \$2,000 IRRIGATION REPAIRS \$2,500 \$2,500 \$0 \$2,500 SIGNAGE \$1,500 \$1,500 \$0 \$1,500 FENCING \$500 \$500 \$0 \$500 Utility ELECTRIC \$5,000 \$5,000 \$725 \$4,275 IRRIGATION WATER \$12,000 \$12,000 \$119 \$11,881 Other CONTINGENCY \$5,000 \$5,000 \$0 \$5,000 TOTAL EXPENDITURES \$177,988 \$177,988 \$116,914 \$61,074 EXCESS REVENUES (EXPENDITURES) \$0 \$11,846	•	•	4-		/+\
OPERATING SUPPLIES \$2,000 \$2,000 \$0 \$2,000 IRRIGATION REPAIRS \$2,500 \$2,500 \$0 \$2,500 SIGNAGE \$1,500 \$1,500 \$0 \$1,500 FENCING \$500 \$500 \$0 \$500 Utility ELECTRIC \$5,000 \$5,000 \$725 \$4,275 IRRIGATION WATER \$12,000 \$12,000 \$119 \$11,881 Other CONTINGENCY \$5,000 \$5,000 \$0 \$5,000 TOTAL EXPENDITURES \$177,988 \$116,914 \$61,074 EXCESS REVENUES (EXPENDITURES) \$0 \$7,337) FUND BALANCE - Beginning \$0 \$11,846			•	· ·	
RRIGATION REPAIRS \$2,500 \$2,500 \$0 \$2,500 \$1,				•	
SIGNAGE \$1,500 \$1,500 \$0 \$1,500 FENCING \$500 \$500 \$0 \$500 Utility ELECTRIC \$5,000 \$5,000 \$725 \$4,275 IRRIGATION WATER \$12,000 \$12,000 \$119 \$11,881 Other CONTINGENCY \$5,000 \$5,000 \$0 \$5,000 TOTAL EXPENDITURES \$177,988 \$177,988 \$116,914 \$61,074 EXCESS REVENUES (EXPENDITURES) \$0 \$11,846 FUND BALANCE - Beginning \$0 \$11,846				· · · · · · · · · · · · · · · · · · ·	
Second			• •	=	
ELECTRIC \$5,000 \$5,000 \$725 \$4,275 IRRIGATION WATER \$12,000 \$12,000 \$119 \$11,881 Other CONTINGENCY \$5,000 \$5,000 \$0 \$5,000 TOTAL EXPENDITURES \$177,988 \$177,988 \$116,914 \$61;074 EXCESS REVENUES (EXPENDITURES) \$0 \$11,846 \$11,846					
ELECTRIC \$5,000 \$5,000 \$725 \$4,275 IRRIGATION WATER \$12,000 \$12,000 \$119 \$11,881 Other CONTINGENCY \$5,000 \$5,000 \$0 \$5,000 TOTAL EXPENDITURES \$177,988 \$177,988 \$116,914 \$61;074 EXCESS REVENUES (EXPENDITURES) \$0 \$11,846 \$11,846	Utility				
IRRIGATION WATER \$12,000 \$12,000 \$119 \$11,881 Other CONTINGENCY \$5,000 \$5,000 \$0 \$5,000 TOTAL EXPENDITURES \$177,988 \$177,988 \$116,914 \$61,074 EXCESS REVENUES (EXPENDITURES) \$0 (\$7,337) FUND BALANCE - Beginning \$0 \$11,846		\$5,000	\$5,000	\$725	\$4,275
CONTINGENCY \$5,000 \$5,000 \$0 \$5,000 TOTAL EXPENDITURES \$177,988 \$177,988 \$116,914 \$61;074 EXCESS REVENUES (EXPENDITURES) \$0 (\$7,337) FUND BALANCE - Beginning \$0 \$11,846	IRRIGATION WATER			\$119	
TOTAL EXPENDITURES \$177,988 \$177,988 \$116,914 \$61;074 EXCESS REVENUES (EXPENDITURES) \$0 (\$7,337) FUND BALANCE - Beginning \$0 \$11,846					
EXCESS REVENUES (EXPENDITURES) \$0 (\$7,337) FUND BALANCE - Beginning \$0 \$11,846	CONTINGENCY	\$5,000	\$5,000	\$0	\$5,000
FUND BALANCE - Beginning \$0 \$11,846	TOTAL EXPENDITURES	\$177,988	\$177,988	\$116,914	\$61;074
	EXCESS REVENUES (EXPENDITURES)	\$0		(\$7,337)	
FUND BALANCE - Ending \$0 \$4,509	FUND BALANCE - Beginning	\$0		\$11,846	
	FUND BALANCE - Ending	\$0	<u></u>	\$4,509	

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2015

Statement of Revenues & Expenditures

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	THRU 9/30/16	THRU 9/30/16	VARIANCE
REVENUES:				
SPECIAL ASSESSMENTS	\$276,388	\$276,388	\$276,443	\$55
INTEREST	\$0	\$0	\$312	\$312
TRANSFER IN	\$0	\$0	\$1,591	\$1,591
TOTAL REVENUES	\$276,388	\$276,388	\$278,345	\$1,957
EXPENDITURES:				
INTEREST - 11/1	\$73,560	\$73,560	\$73,560	\$0
INTEREST - 05/1	\$103,444	\$103,444	\$103,444	\$0
TOTAL EXPENDITURES	\$177,004	\$177,004	\$177,004	\$0
EXCESS REVENUES (EXPENDITURES)	\$99,384		\$101,342	
FUND BALANCE - Beginning	\$73,560		\$211,784	
FUND BALANCE - Ending	\$172,944		\$313,126	

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2016

Statement of Revenues & Expenditures

	PROPOSED BUDGET	PRORATED BUDGET THRU 9/30/16	ACTUAL THRU 9/30/16	VARIANCE
<u>REVENUES:</u>				
BOND PROCEEDS	\$352,858	\$352,858	\$352,858	(\$0)
INTEREST	\$0	\$0	\$273	\$273
TOTAL REVENUES	\$352,858	\$352,858	\$353,131	\$273
EXPENDITURES:				
INTEREST - 11/1	\$0	\$0	\$0	\$0
INTEREST - 05/1	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	_\$0
EXCESS REVENUES (EXPENDITURES)	\$352,858		\$353,131	
FUND BALANCE - Beginning	\$73,560		\$0	
FUND BALANCE - Ending	\$426,418		\$353,131	

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND SERIES 2015

Statement of Revenues & Expenditures

	ADOPTED BUDGET	PRORATED BUDGET THRU 9/30/16	ACTUAL THRU 9/30/16	VARIANCE		
REVENUES:	<u> </u>	· · · · · · · · · · · · · · · · · · ·				
INTEREST	\$0	\$0	\$197	\$197		
TOTAL REVENUES	\$0	\$0	\$197	\$197		
EXPENDITURES:						
CAPITAL OUTLAY	\$0	.\$0	\$172,163	(\$172,163)		
TRANSFER OUT	\$0	\$0	\$1,591	(\$1,591)		
TOTAL EXPENDITURES	\$0	\$0	\$173,753	(\$173,753)		
EXCESS REVENUES (EXPENDITURES)	\$0		(\$173,557)			
FUND BALANCE - Beginning	\$0		\$173,589			
FUND BALANCE - Ending	\$0		\$32			

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND SERIES 2016

Statement of Revenues & Expenditures

	ADOPTED	PRORATED BUDGET	ACTUAL	
REVENUES:	BUDGET	THRU 9/30/16	THRU 9/30/16	VARIANCE
BOND PROCEEDS	\$0	\$0	\$6,182,142	\$6,182,142
INTEREST	\$0	\$0	\$2,782	\$2,782
TOTAL REVENUES	\$0	\$0	\$6,184,924	\$6,184,924
EXPENDITURES:				
CAPITAL OUTLAY - COSTS OF ISSUANCE	\$0	\$0	\$308,327	(\$308,327)
CAPITAL OUTLAY - CONSTRUCTION	\$0	\$0	\$4,058,035	(\$4,058,035)
TOTAL EXPENDITURES	\$0	\$0	\$4,366,362	(\$4,366,362)
EXCESS REVENUES (EXPENDITURES)	\$0		\$1,818,562	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$1,818,562	

WINDSOR AT WESTSIDE Community Development District

Excess Revenues (Expenditures)	TOTAL EXPENDITURES	Other CONTINGENCY	IRRIGATION WATER	Utility	FENCING	SIGNAGE	IRRIGATION REPAIRS	OPERATING SUPPLIES	REPAIRS - GENERAL	Repairs & Maintenance LANDSCAPE MAINTENANCE - OTHER	LAKE MAINTENANCE	LANDSCAPE MAINTENANCE - CONTRACT	FIELD SERVICES	OPERATION & MAINTENANCE: Contract Services	DUES, LICENSE & SUBSCRIPTIONS	OFFICE SUPPLIES	PROPERTY APPRAISER FEE	OTHER CURRENT CHARGES	LEGAL ADVERTISING	PRINTING & BINDING	INSURANCE	POSTAGE	TELEPHONE	MANAGEMENT FEES	ASSESSMENT ADMINISTRATION	ANNUALAUDIT	DISSEMINATION	ARBITRAGE	ATTORNEY	ADMINISTRATIVE: ENGINEERING	EXPENDITURES:	TOTAL REVENUES	DEVELOPER CONTRIBUTIONS	OPM ASSESSMENTS	
\$11,621	\$16,939	\$0	\$0	\$0	\$0	ŞO	\$0	\$0	\$0	\$2,250			\$0		\$175	\$21	ŞO	\$21	\$0	\$73	\$5,150	\$6	Ş	\$2,917	\$ 000 5	s s	\$292	şo	\$190	\$0		\$28,559	\$10,150	\$18.409	Oct
(\$5,928)	\$5,928	Şa	Şa	so	Şo	\$0	şo	\$0	\$0	\$0	\$0	\$494	\$0		\$0	Ş	\$0	\$23	\$0	\$196	\$a	9\$	şo	\$2,917	s s	s s	\$292	Şo	\$1,453	\$548		ŞO	\$ 1	ś	Nov
(\$4,806)	\$4,806	\$6	Ş	so	ŞO	SO	ŞO	\$0	SO	\$	ŞO	\$478	\$682		\$0	\$20	\$0	\$19	\$0	\$78	\$0	\$23	\$0	\$2,917	s 6	÷ 5	\$292	Şo	\$122	\$175		\$0	ş	S.	Dec
\$11,234	\$7,175	SO	ş	so	S	So	so	Şo	\$0	8	ŞO	\$478	\$682		8	90	ŞO	\$21	\$0	\$0	\$0	\$3	\$0	\$2,917	8 8	s s	\$292	\$0	\$979	\$1,804		\$18,409	ş	\$18,409	Jan
(\$11,641)	\$11,641	\$	ş	so	Ş	\$0	ŞO	\$0	\$0	ŞO	Şo	\$2,548	\$682		şo	\$20	So	\$24	\$256	\$40	\$0	\$7	\$11	\$2,917	8 6	\$2,000	\$292	SO	\$2,318	\$525		\$0	\$o	s	Feb
(\$6,469)	\$6,469	Ş	ş	8	ş	Ş	Ş	\$0	\$0	\$0	\$0	\$2,908	Ş		ş	\$20	\$0	\$23	Şo	9\$	ŞO	\$2	\$0	\$2,917	8 %	ŝ	\$292	\$0	\$301	şo		\$0	Ş	\$0	March
\$1,731	\$16,679	ŝ	\$75	\$140	ş	\$0	Şo	\$0	\$0	\$0	\$0	\$2,204	\$0		ş	So	\$0	\$24	\$4,796	\$123	şo	\$28	\$6	\$2,917	\$0	31,200	\$292	SO	\$3,737	\$1,138		\$18,409	ŞO	\$18,409	April
(\$11,404)	\$11,404	Şo	\$15	§44	ş	SO	\$0	\$0	\$0	\$0	ŞO	\$2,133	\$0		ş	\$20	SO SO	\$24	\$0	\$324	\$0	\$31	\$0	\$2,917	\$0	\$3.500 \$0	\$292	ŝ	\$2,105	\$0		\$0	\$0	\$0	May
\$9,243	\$9,166	so	\$10	\$118	š	so	Ş	Şo	\$0	\$	\$0	\$4,383	8		şo	\$20	\$200	\$24	şo	\$113	\$0	\$18	\$16	\$2,917	\$0	8 2	\$292	os so	\$1,056	\$0		\$18,409	\$0	\$18,409	June
(\$643)	\$12,437	Şo	\$7	\$139	ş	\$0	\$0	Şo	so	8	SS	\$2,203	\$0		\$0	\$21	ŝ	\$29	\$3,030	\$193	\$0	\$18	\$o	\$2,917	\$0	s s	7675	ŝ	\$2,102	\$1,488		\$11,794	\$11,794	ş	July
\$3,447	\$6,867	ş	\$7	\$136	S	8	\$0	Şo	şo	Ş	SO	\$2,715	\$0 \$0		\$0	524	S S	\$21	So	\$236	\$0	\$105	\$7	\$2,917	\$0	S	5000	res so	\$116	\$0		\$10,314	\$10,314	જ	Aug
(\$3,722)	\$7,403	\$0	SS	\$148	şo	so	SO	Şa	ŞO	SD	\$295	53,11/	90		se	۲ <u>۲</u>	. K	\$25	\$264	\$32	Şo	\$10	\$6	\$2,917	\$0	\$0	\$0	55 50	şo	\$0		\$3,681	\$3,681	Şo	Sept
(\$7,337)	\$116,914	S	\$119	\$725	Ş	şo	\$0	Şo	\$0	\$2,250	\$295	\$24,505	\$2,045		51/5	\$159	\$200	\$279	\$8,346	\$1,414	\$5,150	\$257	\$47	\$35,000	\$5,000	\$3,500	\$3,000	\$4.083	\$14,479	\$5,676		\$109,576	\$35,939	\$73,638	Total

WINDSOR AT WESTSIDE
Community Development District
Developer Contributions/Due from Developer

15,500.00 S 15,249.72 S 5,249.72 S 5,249.73 S 5,249.74	35,938.73	\$ 35,9	16	Total Developer Contributions FY16	Total Dev
Request Portion (15) Portion (16) Portion (17) Balant (15) Portion (17) Balant (18) Portion (17) Balant (18) Portion (18) Portion (17) Portion (17) Balant (18) Portion (17) Portion (17) Portion (17) Portion (17) Portion (17) Portion (17) Portion (18) Por	\$ 92,362.65 \$	φ.	\$	Due from Developer	Due from
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ - \$ \$ 3,275.90 \$ 3,275.90 \$ - \$ - \$ \$ 3,347.44 \$ 3,347.44 \$ - \$ - \$ \$ 4,204.82 \$ 4,204.82 \$ - \$ - \$ \$ 6,133.70 \$ 6,133.70 \$ - \$ - \$ \$ 5,511.25 \$ 361.25 \$ 5,150.00 \$ - \$ \$ 14,510.22 \$ 9,510.22 \$ 5,000.00 \$ - \$ \$ 1,133.32 \$ 1,133.32 \$ - \$ \$ 1,191.00 \$ 1,091.00 \$ - \$ \$ 11,794.30 \$ - \$ \$ 22,546.74 \$ - \$ 10,313.74 \$ 12,233.00 \$	· .	\$ 3,6		10/21/16	ω
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ \$ 3,275.90 \$ 3,275.90 \$ - \$ \$ 3,347.44 \$ 3,347.44 \$ - \$ \$ 4,204.82 \$ 4,204.82 \$ - \$ \$ 4,204.82 \$ 4,204.82 \$ - \$ \$ 5,511.25 \$ 6,133.70 \$ - \$ \$ 5,511.25 \$ 361.25 \$ 5,150.00 \$ - \$ \$ 14,510.22 \$ 9,510.22 \$ 5,000.00 \$ - \$ \$ 1,133.32 \$ 1,133.32 \$ - \$ \$ 1,133.32 \$ 1,133.32 \$ - \$ \$ 11,794.30 \$ - \$ \$ 11,794.30 \$ - \$ \$ \$ \$ 11,794.30 \$ - \$ \$	\$ - \$	↔	10/5/16 \$	9/20/16	2
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ \$ 3,275.90 \$ 3,275.90 \$ - \$ - \$ \$ 3,347.44 \$ 3,347.44 \$ - \$ - \$ \$ 4,204.82 \$ 4,204.82 \$ - \$ - \$ \$ 6,133.70 \$ 6,133.70 \$ - \$ - \$ \$ 5,511.25 \$ 361.25 \$ 5,000.00 \$ - \$ \$ 1,4,510.22 \$ 9,510.22 \$ 5,000.00 \$ - \$ \$ 1,133.32 \$ 1,133.32 \$ - \$ - \$ \$ 1,091.00 \$ 1,091.00 \$ - \$ - \$	\$ - \$ 1	❖	10/5/16 \$	8/16/16	Ь
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ - \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ - \$ \$ 3,275.90 \$ 3,275.90 \$ - \$ - \$ \$ 3,347.44 \$ 3,347.44 \$ - \$ - \$ \$ 4,204.82 \$ 4,204.82 \$ - \$ - \$ \$ 6,133.70 \$ 6,133.70 \$ - \$ - \$ \$ 5,511.25 \$ 9,510.22 \$ 5,000.00 \$ - \$ \$ 14,510.22 \$ 9,510.22 \$ 5,000.00 \$ - \$ \$ 1,133.32 \$ 1,133.32 \$ - \$ \$	\$ 1,091.00	❖	1/13/16 \$	12/8/15	16
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ \$ \$ \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ \$ - \$ \$ \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ \$ - \$ \$ \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ \$ - \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ - \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ - \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ - \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ - \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ - \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ - \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ - \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ - \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ - \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ 9,863.16 \$ \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 1,133.32	❖	12/19/05 \$	11/12/15	15
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ \$ 3,275.90 \$ 3,275.90 \$ - \$ \$ 3,929.93 \$ 3,929.93 \$ - \$ - \$ \$ 3,929.93 \$ 3,929.93 \$ - \$ - \$ \$ 4,204.82 \$ 4,204.82 \$ - \$ - \$ \$ 6,133.70 \$ 6,133.70 \$ - \$ \$ 5,511.25 \$ 361.25 \$ 5,150.00 \$ - \$ \$ 14,510.22 \$ 9,510.22 \$ 5,000.00 \$ - \$	↔	↔	10/27/15 \$	10/20/15	14
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ \$ 3,275.90 \$ 3,275.90 \$ - \$ \$ 3,929.93 \$ 3,929.93 \$ - \$ - \$ \$ 4,204.82 \$ 4,204.82 \$ - \$ \$ 6,133.70 \$ 6,133.70 \$ - \$ \$ 5,511.25 \$ 361.25 \$ 5,150.00 \$ - \$	\$ 9,510.22 \$	↔	10/28/15 \$	9/15/15	13
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ - \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ - \$ \$ 3,275.90 \$ 3,275.90 \$ - \$ - \$ \$ 3,929.93 \$ 3,929.93 \$ - \$ - \$ \$ 3,347.44 \$ 3,347.44 \$ - \$ - \$ \$ 4,204.82 \$ 4,204.82 \$ - \$ - \$ \$ 6,133.70 \$ 6,133.70 \$ - \$ - \$ \$	\$ 361.25 \$	↔	10/27/15 \$	8/19/15	12
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ - \$ \$ 3,275.90 \$ 3,275.90 \$ - \$ - \$ \$ 3,347.44 \$ 3,347.44 \$ - \$ \$ 4,204.82 \$ 4,204.82 \$ - \$ - \$	\$ 6,133.70 \$	↔	10/27/15 \$	8/13/15	11
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ \$ - \$ \$ \$ \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ - \$ \$ \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ - \$ \$ \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ - \$ \$ \$ \$ 3,275.90 \$ 3,275.90 \$ - \$ - \$ \$ \$ \$ 3,929.93 \$ 3,929.93 \$ - \$ - \$ \$ \$ \$ 3,347.44 \$ 3,347.44 \$ - \$ - \$ \$ \$ 4,204.82 \$ - \$ - \$ \$. \$	ر. ج	VOID \$	VOID	10
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ - \$ \$ 3,275.90 \$ 3,275.90 \$ - \$ - \$ \$ 3,929.93 \$ 3,929.93 \$ - \$ - \$ \$ 3,9347.44 \$ 3,347.44 \$ - \$ - \$	\$ 4,204.82	\$	10/27/15 \$	7/16/15	9
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ - \$ \$ 5,249.72 \$ - \$ - \$ \$ 15,785.13 \$ - \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ \$ 3,275.90 \$ 3,275.90 \$ - \$ - \$ \$ 3,929.93 \$ 3,929.93 \$ - \$ - \$	\$ 3,347.44	⋄	6/26/15 \$	6/10/15	∞
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ - \$ \$ 5,249.72 \$ - \$ - \$ \$ 15,785.13 \$ - \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ - \$ \$ 3,275.90 \$ 3,275.90 \$ - \$ - \$	\$ 3,929.93	⋄	6/26/15 \$	5/13/15	7
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$ - \$ \$ 9,863.16 \$ 9,863.16 \$ - \$ - \$	\$ 3,275.90	⋄	6/26/15 \$	4/8/15	თ
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ - \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ \$ 9,533.27 \$ 9,533.27 \$ - \$	\$ 9,863.16	Ş	6/26/15 \$	3/11/15	Сī
Request Portion (15) Portion (16) Portion (17) \$ 15,500.00 \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$ \$ 15,785.13 \$ 15,785.13 \$ - \$ - \$	\$ 9,533.27	\$	3/16/15 \$	2/11/15	4
Request Portion (15) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$ \$ 5,249.72 \$ 5,249.72 \$ - \$	\$ 15,785.13	❖	3/16/15 \$	1/6/15	ω
Request Portion (15) Portion (17) \$ 15,500.00 \$ 15,500.00 \$ - \$ - \$	\$ 5,249.72	↔	3/16/15 \$	12/11/14	2
Portion (15) Portion (16) Portion (17)	\$ 15,500.00	↔	1/16/15 \$	11/14/14	ъ
	Portion (15) Portion (16)	Request	Date		#
Funding Fund Fund Fund		Amount Funding	Received	t Date	Request
Check Total General General General Over and		Check Total	Payment	g Prepared	Funding

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

LONG TERM DEBT REPORT

SERIES 2015, SPECIAL ASSESSMENT BONDS (ASSESSMENT AREA ONE PROJECT)

INTEREST RATES:

4.000%, 5.000%, 5.125%

MATURITY DATE:

11/1/2045

RESERVE FUND DEFINITION

50% OF MAXIMUM ANNUAL DEBT SERVICE

RESERVE FUND REQUIREMENT RESERVE FUND BALANCE

\$138,194 \$138,364

BONDS OUTSTANDING - 6/30/15

\$4,190,000

CURRENT BONDS OUTSTANDING

\$4,190,000

SERIES 2016, SPECIAL ASSESSMENT BONDS (ASSESSMENT AREA TWO PROJECT)

INTEREST RATES:

3.500%, 4.125%, 4.750%, 5.000%

MATURITY DATE:

11/1/2046

RESERVE FUND DEFINITION

50% OF MAXIMUM ANNUAL DEBT SERVICE

RESERVE FUND REQUIREMENT RESERVE FUND BALANCE

\$209,375 \$209,537

BONDS OUTSTANDING - 5/31/16

\$6,535,000

CURRENT BONDS OUTSTANDING

\$6,535,000

WINDSOR AT WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

Assessment Receipt Schedule FY2016

Pulte Home Corporation

\$350,080.44

\$73,637.72 \$276,442.72

DATE	DUE	CHECK	NET	AMOUNT	GENERAL	SERIES
RECEIVED	DATE	NO.	ASSESSED	RECEIVED	FUND	2015
10/28/15	10/1/15	91238702	\$ 18,409.43	\$ 18,409.43	\$ 18,409.43	\$ -
1/13/16	1/4/16	91240661	\$ 18,409.43	\$ 18,409.43	\$ 18,409.43	\$ -
3/2/16	3/1/16	91242305	\$ 110,577.09	\$ 110,577.09	\$ -	\$ 110,577.09
4/6/16	4/1/16	91243534	\$ 18,409.43	\$ 18,409.43	\$ 18,409.43	\$ -
7/18/16	7/1/16	91247542	\$ 184,275.06	\$ 184,275.06	\$ 18,409.43	\$ 165,865.63
			\$ 350,080.44	\$ 350,080.44	\$ 73,637.72	\$ 276,442.72

Windsor at Westside Community Development District

Special Assessment Bonds, Series 2015 (Assessment Area One Project)

Date	Requisition #	Contractor	Description	 Requisition
Fiscal Year 2015				
6/18/15	1	Pulte Home Corporation	Assessment Area One Project	\$ 3,494,616.92
8/28/15	2	Osceola Engineering Inc.	Series 2015 Bond Issuance Process	\$ 12,564.92
8/28/15	3	Hopping Green & Sams	Phase I Acquisition Process	\$ 7,675.64
9/25/15	4	Governmental Management Services-CF, LLC	FY2015 Construction Accounting	\$ 3,500.00
9/25/15	5	Hopping Green & Sams	Status of conveyance of TWA utilities	\$ 516.19
		TOTAL		\$ 3,518,873.67
Fiscal Year 2015				
7/1/15		Interest		\$ 3.12
8/1/15		Interest		\$ 12.97
9/1/15		Interest		\$ 11.20
		TOTAL		\$ 27.29
		Acquisition/Const	ruction Fund at 6/23/15	\$ 3,690,844.75
		Interest Ear	ned thru 9/30/15	\$ 27.29
		Requisitions	Paid thru 9/30/15	\$ (3,518,873.67
		Remaining Acquis	ition/Construction Fund	\$ 171,998.37
		·		
Date	Requisition #	Contractor	Description	Requisition

Date	Requisition #	Contractor	Description	F	Requisition
Fiscal Year 2016					
11/20/15	6	Osceola Engineering Inc.	Acceptance of TWA utilities	\$	289.03
2/3/16	7	Hopping Green & Sams	Services of Bill of Sale from Toho - Oct.15	\$	610.50
3/15/16	8	Hopping Green & Sams	Services of Bill of Sale from Toho - Dec.15	\$	834.50
4/19/16	9	Hopping Green & Sams	Phase I Hardscape, Landscape & Irrigation	\$	1,653.00
6/28/16	10	Pulte Home Corporation	Phase I Hardscape, Landscape & Irrigation	\$	168,775.66
		TOTAL		\$	172,162.69
Fiscal Year 2016					
10/1/15		Interest		\$	1.44
11/1/15		Interest		\$	1.46
12/1/15		Interest		\$	1.41
1/1/16		Interest		\$	9.07
2/1/16		Interest		\$	23.39
3/1/16		Interest		\$	27.87
4/1/16		Interest		\$	32.57
5/1/16		Interest		\$	32.45
6/1/16		Interest		\$	34.66
7/1/16		Interest		\$	32.21
8/1/16		Interest		\$	0.01
9/1/16		Interest		\$	0.01
		TOTAL		\$	196.55
		Atatata	a /Construction Fund at 10/4/15		171,998.37
		•	n/Construction Fund at 10/1/15 erest Earned thru 9/30/16	\$ \$	171,998.37
			erest Earned thru 9/30/16 uisitions Paid thru 9/30/16	\$	(172,162.69)
		Remainin	g Acquisition/Construction Fund	\$	32.23

Windsor at Westside Community Development District

Special Assessment Bonds, Series 2016 (Assessment Area Two Project)

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2016				
6/28/16	1	Pulte Home Corporation	Phase 2A Infrastructure/Phase 2B Stormwater	\$ 744,253.00
6/28/16	2	Pulte Home Corporation	Phase 2 Share of Monaco Boulevard Costs	\$ 401,905.87
6/28/16	3	Pulte Home Corporation	Phase 2 Monaco Blvd. Landscape/Hardscape & Baker Barrios Soft Costs	\$ 200,557.24
6/28/16	4	Pulte Home Corporation	Phase 2A Improvements/2B Stormwater Pond less Lift Station	\$ 2,697,261.00
8/2/16	5	Hopping Green & Sams	Preparation of Phase 2 Improvements & Stormwater Acquisitions	\$ 6,338.50
9/20/16	6	Hopping Green & Sams	Preparation of Phase 2 Improvements & Stormwater Acquisitions	\$ 3,271.56
9/20/16	7	Osceola Engineering Inc.	Preparation of Phase 2 Improvements & Stormwater Acquisitions	\$ 2,231.25
9/20/16	8	Hopping Green & Sams	Phase 2 Improvements	\$ 160.34
		TOTAL		\$ 4,055,978.76
Fiscal Year 2016				
5/1/16		Interest		\$ -
6/1/16		Interest		\$ 783.79
7/1/16		Interest		\$ 1,214.26
8/1/16		Interest		\$ 385.57
9/1/16		Interest		\$ 398.51
		TOTAL		\$ 2,782.13
			Acquisition/Construction Fund at 5/31/16	\$ 5,871,815.24
			Interest Earned thru 8/31/16	\$ 2,782.13
			Requisitions Paid thru 8/31/16	\$ (4,055,978.76)
			Remaining Acquisition/Construction Fund	\$ 1,818,618.61

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Windsor at Westside

Community Development District

Funding Request FY16 - #1 August 16, 2016

	Payee	Ge	eneral Fund FY2016
1	Duke Energy .		
	Inv# 55906 38373 - Electric Services - July 2016	\$	125.60
	Inv# 63582 25391 - Electric Services - July 2016	\$	13.46
2	Governmental Management Services-CF, LLC		
	Inv# 31 - Management Services - August 2016	\$	3,872.08
3	Hopping Green & Sams		
	Inv# 89042 - General Counsel - June 2016	\$	1,056.25
4	Orlando Sentinel		
	Inv# 2831412 - Notice of Budget Adoption/O&M Special Assessments Mtg July 2016	\$	3,029.58
5	Osceola Engineering Inc.		
	Inv# 7029 - Professional Services - July 2016	\$	1,487.50
6	Toho Water Authority		
	Inv# 2592178-33016529 - Water Usage Services - July 2016	\$	6.83
7	ValleyCrest Landscape Maintenance		
	Inv# 5097653 - Onsite Landscape Maintenance - July 2016	\$	1,709.00
	Inv# 5097654 - Offsite Landscape Maintenance - July 2016	\$	494.00
GI PÚN TOMO DA P		\$	11,794.30

Total: \$ 11,794.30

Please make check payable to:

Windsor at Westside CDD 135 W. Central Blvd, Suite 320 Orlando, FL 32801 Wire Funds To:

Windsor at Westside CDD SunTrust Bank, NA ABA#061000104 Acct#1000145156567 Contact: LaReena Johnson (407) 237-4642



STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER

55906 38373

AUGUST 2016

FOR CUSTOMER SERVICE OR PAYMENT LOCATIONS CALL: 1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE: 1-800-228-8485

WINDSOR AT WESTSIDE COMM 135 W CENTRAL BLVD SUITE 320

ORLANDO FL 32801

SERVICE ADDRESS 8999 MONACO BLVD LITE, **ENTRY & IRRIGATION**

DUE DATE AUG 26 2016 **TOTAL AMOUNT DUE**

125.60

NEXT READ DATE ON OR **ABOUT** SEP 06 2016

DEPOSIT AMOUNT

ON ACCOUNT

NONE

PIN: 779557415

METER READINGS

METER NO. 006654427 (ACTUAL) PRESENT 015761 **PREVIOUS** (ACTUAL) 014676 DIFFERENCE 001085 TOTAL KWH 1085

BY: _____

PAYMENTS RECEIVED AS OF JUL 20 2016

104.52 THANK YOU

BILLING PERIOD..07-05-16 TO 08-04-16 30 DAYS CUSTOMER CHARGE 11.59 **ENERGY CHARGE** 1085 KWH a 7.02300¢ 76.20 FUEL CHARGE 1085 KWH @ 2.97300¢ 32.26 ASSET SECURITIZATION CHARGE 1085 KWH @ 0.222000 2.41

060 GENERAL SERVICE - NON DEMAND SEC

*TOTAL ELECTRIC COST GROSS RECEIPTS TAX

122.46 3.14

TOTAL CURRENT BILL

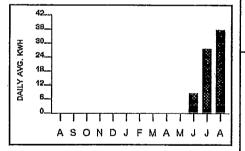
GS-1

125,60

\$125.60

TOTAL DUE THIS STATEMENT

320-538-43



ENERGY USE -DAILY AVG. USE -36 KWH/DAY USE ONE YEAR AGO -0 KWH/DAY *DAILY AVG. ELECTRIC COST - \$4.08

BF_BL_DEF_20160804_215849_1.CSV-39760-000009560

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account.

Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 20%, Purchased Power 20%, Gas 60%, Oil 0%, Nuclear 0% (For Prior 12 months ending June 30, 2016).

DETACH AND RETURN THIS SECTION

ZP03 0001767

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 55906 38373

039760 000009560

P.O. BOX 1004 CHARLOTTE, NC 28201-1004

- Որդես(ընդենյումներիցըուննիցցցինիունդինիիների լնահայնդնդիցիրիանը WINDSOR AT WESTSIDE COMM

135 W CENTRAL BLVD STE 320 ORLANDO FL 32801-2435

TOTAL DUE

DUE DATE

AUG 26 2016

PLEASE ENTER AMOUNT PAID

125

125.60



STATEMENT OF ELECTRIC SERVICE

AUGUST 2016



63582 25391

FOR CUSTOMER SERVICE OR **PAYMENT LOCATIONS CALL:**

1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE: 1-800-228-8485

WINDSOR AT WESTSIDE COMM 135 W CENTRAL BLVD

SUITE 320

ORLANDO

FL 32801

SERVICE ADDRESS 8967 RHODES ST LITE, **ENTRY & IRRIGATION**

DUE DATE AUG 29 2016 **TOTAL AMOUNT DUE**

13,46

NEXT READ DATE ON OR AROUT

DEPOSIT AMOUNT ON ACCOUNT

SEP 07 2016

NONE

PIN: 779557415

METER READINGS

METER NO. 002066912 PRESENT (ACTUAL) 000142 **PREVIOUS** (ACTUAL) 000127 DIFFERENCE 000015 TOTAL KWH 15

PAYMENTS RECEIVED AS OF JUL 20 2016

13.57 THANK YOU

060 GENERAL SERVICE - NON DEMAND SEC BILLING PERIOD..07-06-16 TO 08-05-16 30 DAYS 11.59

15 KWH @ 7.02300¢ 1.05 15 KWH a 2.97300¢ .45 15 KWH @ 0.22200¢ 0.03

*TOTAL ELECTRIC COST **GROSS RECEIPTS TAX**

13.12 .34

TOTAL CURRENT BILL

CUSTOMER CHARGE

ENERGY CHARGE

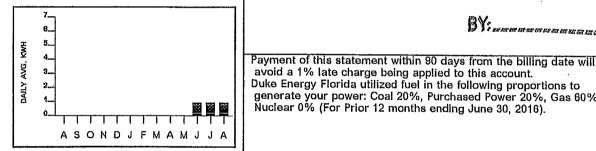
FUEL CHARGE

TOTAL DUE THIS STATEMENT

ASSET SECURITIZATION CHARGE

13.46 \$13.46

BY: MEMBERS SEE



ENERGY USE -

DATLY AVG. USE -USE ONE YEAR AGO - 1 KWHZDAY 0 KWH/DAY

*DAILY AVG. ELECTRIC COST -

avoid a 1% late charge being applied to this account. Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 20%, Purchased Power 20%, Gas 60%, Oil 0%, Nuclear 0% (For Prior 12 months ending June 30, 2016).

BF_BL_DEF_20160805_214234_1.CSV-17875-000029881

DETACH AND RETURN THIS SECTION

ZP03 0001384

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 63582 25391

017875 000029881

P.O. BOX 1004 CHARLOTTE, NC 28201-1004

ել||գ||հ||ոմլովնիլել|ել||հգ||հլեոհլեդ||ոշվ|-իշնկլուննեմլուիլ WINDSOR AT WESTSIDE COMM 135 W CENTRAL BLVD STE 320 ORLANDO FL 32801-2435



TOTAL DUE 13,46

DUE DATE

AUG 29 2016

PLEASE ENTER AMOUNT PAID

13

GMS-Central Florida, LLC

1001 Bradford Way Kingston, TN 37763

Invoice

Date	Invoice#
8/1/16	31

Bill To

Windsor at Westside CDD
135 West Central Ave.
Suite 320
Orlando, FL 32801

"He I MY	P.O. No.	. Terms	Project
Description	Qty	Rate	Amount
Management Fees August 2016 Dissemination Agent Services - August 2016 Office Supplies Postage Copies Telephone Management Fees August 2016 3 3 5 1 1 1 1 1 1 1 1 1		2,916.67 583.33 24.23 104.78 235.65 7.42	2,916.67 583.33 24,23 104.78 235.65 7.42
		Total	\$3,872.08
		Payments/Credits	\$0,00
		Balance Due	\$3,872.08

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222,7500

July 25, 2016

Windsor at Westside Community Development District c/o GMS - Central Florida

TFM

135 West Central Blvd.

Suite 320

Orlando, FL 32801

TOTAL CHARGES FOR THIS MATTER

DECEIVED 1 JUL 2 9 2016 Bill Number 89042

Billed through 06/30/2016

\$1,056.25

BY:____

General Counsel

WWSCDD 00001

FOR PRO	ESSION	AL SERVICES RENDERED	
06/03/16	TFM	Respond to public records request; research regarding same.	0.30 hrs
06/23/16	TFM	Prepare for board meeting; confer with Showe.	0.50 hrs
06/24/16	TFM	Prepare for and attend board meeting by phone; follow-up from board meeting.	1.50 hrs
06/28/16	DGW ·	Communications with district manager's office regarding published notice of budget and assessment hearing.	0.20 hrs
06/30/16	CNG	Prepare memorandum to district manager regarding impact from 2016 legislative session on public records and website requirements.	0.10 hrs
	Total fee	s for this matter	\$637.00
DISBURS	<u>EMENTS</u>		
 .	Filing Fe	9	412.00
	United Pa	arcel Service	7.25
	Total disl	bursements for this matter	\$419.25

MATTER SUMMARY

Gates, Clark N.	0.10 hrs	215 /hr	\$21.50
Wilbourn, David - Paralegal	0.20 hrs	145 /hr	\$29.00
Mackie, A.Tucker Frazee	2.30 hrs	255 /hr	\$586.50
TOTAL FEES TOTAL DISBURSEMENTS			\$637.00 \$419.25

BILLING SUMMARY

ķ

Gates, Clark N. 0.10 hrs 215 /hr \$21.50

General Counsel	Bill No. 89042			Page 2
Wilbourn, David - Paral	egal	0.20 hrs	145 /hr	\$29.00
Mackie, A.Tucker Fraze	e	2.30 hrs	255 /hr	\$586.50
	TOTAL FEES			\$637.00
	TOTAL DISBURSEMENTS			\$419.25
TOTAL CH	ARGES FOR THIS BILL			\$1,056.25

Please include the bill number on your check.



Orlando Sentinel

PO Box 100608 Atlanta, GA 30384-0608 adbilling@tribpub.com 844-348-2445

43.1.7740 1 AT 0.396 68112D11.p02 148013 1-1 2.6

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STACIE VANDERBILT 135 W CENTRAL BLVD STE 320 ORLANDO FL 32801-2435

Legal Invoice and Summary

Billed Account # Client Account # CU00395578

Invoice #

002831412

Billing Period **Due Date**

Client Name

07/01/16 - 07/31/16 08/30/16

TOTAL AMOUNT DUE

3,029.58

00039557800039557803002831412 00302958 00302958 7

To ensure proper credit, please detach and return with remittance.

Detai							
Date	Tribune Reference #	Description ::			Ad Size/ Rate Units	Gross Amount	Net Amount
07/06/16 07/13/16	OSCM237806 ·	Current A Classified Listings, Online Friday, July 29th, 2016 at 9: 4288418	_	77.143.VI.S. 82.V		3,029.58	3,029.58
		Tota	l Current Advertising				3,029.58
			310.513-49	•	RECEIVE	ED	·
			*.513 -48	,	AUG 0 8 2016		
			310		Governmental Management Central Florida, LL	Services- .C	
Ż Ż C ur	rent	31-60	61-90	. 914 U	Inappiled Amount		
3,02	9.58 0	.00 0.00	0.00	0.00	0.00 Total D	ue:	3,029.58

Billed Period 07/01/16-07/31/16 Billed Account # CU00395578

Billed Account Name WINDSOR AT WESTSIDE CDD Client Account #

Client Account Name













Published Daily ORANGE County, Florida

STATE OF FLORIDA

COUNTY OF OSCEOLA

Before the undersigned authority personally appeared Jennifer Rhodes / Jennifer Carter, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11220-2 Column Legals. Friday, July 29th, 2016 at 9:15am was published in said newspaper in the issues of Jul 06, 2016; Jul 13, 2016.

Affiant further says that the said ORLANDO SENTINEL is a newspaper published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Janify Phodes Printed Name of Affiant

Sworn to and subscribed before me on this 13 day of July, 2016, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notary Public

JULEE D. CLARK Notary Public - State of Florida Commission # FF 932272 My Comm. Expires Nov 25, 2019 Bonded through National Notary Assn.

Place

Name of Notary, Typed, Printed, or Stamped

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 20/4/01/ BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

Uncoming Public Hearings, and Regular Meeting
The Board of Supervisors for the Windsor at Wastide Community Development
District ("District") will held the following two public hearings, and a regular
meeting:

TWO PUBLIC HEARINGS AND A REGULAR

MEETING DATE: TIME: LOCATION:

Sils a.m.
Club at Windsor at Wasiside
2100 Tripoil Court
Kissimmee, Florida 34147 The purpose of the first public hearing is to receive public comment and objections on the District's proposed budgets for the fiscal year beginning october 1, 2015 and entings september 30, 2017 ("Fiscal Year 2016/2017 Budget"). The first public hearing is being conducted pursuant to chapter 190, Flarida

The purpose of the second public hearing is to consider the imposition of operations and mointenance special assessments ("OAM Assessment") upon the tonds located within the District, to fund the District Fiscal Year 2016/2017 Budge); to consider the adoption of an ossessment roll; and, to provide for the levy, collection, and enforcement of assessments. The second public hearing is being conducted pursuant to Chapter 199, Firthed Statutes, and using the procedures authorized by Florida tow for the levy and collection of special assessments. At the canclusion of the hearings, the Board will, by resolution, adopt a budget and levy assessments as finally approved by the Board.

A Board meeting of the District will also be held where the Board may consider any other business that may properly come before it.

Description of Assessments

The District imposes special assessments an benefitied property within the District for the purpose of londing the District's general administrative, operations, and maintenance budget and providing the funds necessary to pay debt service on outstanding bonds as relicted in the District's debt service budget. As agrographic depiction of the District (La., the property polentially subject to the assessment) is identified in the map attached hereto. The District adopts its budget for these operations and maintenance expenses each year after consideration by the Board and celler the holding of a public hearing.

All benefiled lands within the District pay these assessments, including undevaloped and developed lands. Lands within the District are assigned measurement, known as "Equivalent Assessment Units" or "EAUs," in accordance with helf use and as described more fully in the District's assessment methodology on file of the afficas of the District Manager.

The table below shows the schedule of the proposed O&M Assessments for each product type within the District:

,	Patille:	RYZUA. ICEU BURGHUL	FYFIIT :	Charging Telesconomi	Flistensen Andr	ibanbai 1est ef.(g)a
i	Totalene	1215	Wai	tit	2131	35131
	Andr frair fl	1118	121			

For all O&M Assessments levied for Fiscal Yeor 2016/2017, the District expects to collect no mare than \$11,653 in gross revenue. The proposed O&M Assessments as stoted include collection costs and/or early payment discounts, which the County may Impose on assessments that are collected on the County tox bill. Note-that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2016/2017.

By operation of low, the District and aue to be collected for Fiscal Year 2018/2017. By operation of low, the District list os do each year constitute a lien against benefilled properly tocoled within the District list os do each year's properly taxes. For Fiscal Year 2018/2017, the District intends to have the County tox collector collect the assessments imposed on certain developed properly, and will directly collect the assessments imposed on the remolating benefitted properly by sending out o bill rature to curring, November 2016, For delinquent assessments that were initially directly billed by the District, the District may failliot a foreclosure action or may place the delinquent assessments on the next year's county tax bill. It is important to pay your assessment because failure to pay will cause a fax certificate to be issued against the properly which may result in loss of tille, or for direct billied assessments, may result in a foreclosure cutton, withch lots may result in a fosse will list. The District's decision to collect assessments on the tax roit or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the proposed budgets, proposed assessment roll, and the agendo for the hearings and meeting may be obtained at the offices of the District Manager, located of 133 West Central Boutevard, Sulle 262, Oriendo, Florida 2820, Phin (407) 841-5224, during normal business hours. The public hearings and meeting may be continued to a data, time, and place to be specified on the record of the hearings on meeting may be considered in the provided of the provided provided provided the provided provide

Any person requiring special accommodations at this meeting because of a disability or physical impotrment should contact the District Office of (407) 841-534 of least forty-diplat (48) hours prior to the meeting. If you are hearing or speech imported, please contact the Ffortiac Relay Service by dipling 7-1., or 1-809-95-8771 (TTY) / 1-809-95-8770 (Voice), for aid in contacting the District

Please note that all affected properly owners have the right to appear at the public hearings and meeting, and may also fite written objections with the District Monager within treaty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered of the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verballim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Filnt Governmental Management Services -- Central Florida, LLC District Manager



CONTROL MATERIAL MATERIAL AND STREET AND STR



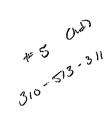
1003 FLORIDA AVENUE ST. CLOUD, FL 34769 407-891-0452

CONTRACT INVOICE

Date	Invoice #
8/10/2016	7029

Prepared for:

Windsor at Westside CDD c/o Governmental Management Services-Central Florida, LLC 135 West Central Blvd, Suite 320 Orlando, FL 32801



	Date of Services:	Term	s		Project			
	July 2016	July 2016 Net 30 14-017-3		14-017-3/	Windsor@Westside CDD			
Task	Description		Est Amt	Prior %	Curr %	Total %	Amount	
709	Project Manager 8.5 hours @ \$175 Yearly maintenance report preparate Prepare for CDD meeting CDD Meeting Review Baker Barrios landscape ple determine specified plantings per reproperty maintenance at CDD meet Finalize yearly O&M letter CDD meeting, provide cost summar as follow up to question at meeting cost to construct)	tion lans to equest of ting ry to Carlos					1,487.50	
	RECEIVE	ED						
	AUG 1 2 2016							
	BY:							

Prompt payment is appreciated. Please include invoice number on your check. Finance charges will be assessed on overdue invoices.

Total	\$1,487.50
Payments/Credits	\$0.00
Balance Due	\$1,487.50



Toho Water Authority P.O. Box 30527 Tampa, Florida 33630-3527 www.tohowater.com WINDSOR @ WESTSIDE CDD

Account Number: Past Due Amount: Current Charges: 002592178-033016529

\$-10.15

\$0.00

\$0.00 \$6.83 \$6.83

Service Address:

2100 E MONACO BOULEVARD FOUNT

Total Amount Due:

mignig	you	mes	most	precious	resource

Customer Service: (8am - 5pm) 407-944-5000

Weter	Number of	Previous Met	er Reading	Current Met	er Reading	Water
Number	Days	Date	Reading	Date	Reading	Usage
15013286	29	06/28/2016	61	07/27/2016	62	1
Prev	/ious Bala	ance			\$10.15	

Previous Balance
Payment(s) Received
Balance Forward

 Current Transaction(s)
 \$5.17

 Water Base Charge
 \$1.66

 Water Usage
 \$1.66

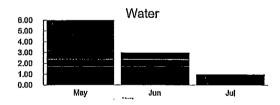
 Current Transaction Total
 \$6.83

11 H3! 320 53 \$6.83

Total Amount Due

DECEIVED N AUG 0 8 2016

BY



Please return this portion with your payment - Do not send cash through the mall



Toho Water Authority P.O. Box 30527 Tampa, Florida 33630-3527 www.tohowater.com

Bringing you life's most precious resource

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Nov	Gurrent Amount Due by 08/24/16	Charges Late Charge after 08/24/10	Total Amount Due
002592178-033016529	\$0.00	\$6.83	\$5.00	\$6.83

ւվիկարկերիկանագության անականիրիկարկունիանի

002585

WINDSOR @ WESTSIDE CDD 135 W CENTRAL BLVD STE 320 ORLANDO, FL 32801-2435 Please Remit to

Toho Water Authority
P. O. Box 30527
Tampa, Florida 33630-3527





Landscape Maintenance

Sold To: 15755799 Windsor at Westside CDD 135 W Central Blvd Ste 320 Orlando FL 32801

REC'D AUG 0 3 2016

INVOICE

Customer #: 15755799 Invoice #: 5097653 Invoice Date: 7/28/2016 Sales Order: 6270523 Cust PO #:

Job Number	Description	Amount
345300064	Windsor at Westside CDD Landscape Maintenance	1,709.00
	for July	
	Onsite Area Price Includes: General Services (A), Turf Care (B), Tree / Shrubcare (C), Irrigation Maintenance (B)	
	The state of the s	
The second secon	Jandellager Jandellager	
	Total Invoice Amount Taxable Amount Tax Amount Balance Due	1,709.00
erms: Net 15 Da		1,709.00

Please detach stub and remit with your payment

Payment Stub Customer Account #: 15755799 Invoice #: 5097653 Invoice Date: 7/28/2016

Amount Due: \$1,709.00

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Windsor at Westside CDD 135 W Central Blvd Ste 320 Orlando FL 32801

ValleyCrest Landscape Maintenance P.O. Box 404083 Atlanta, GA 30384-4083



Sold To: 15755799 Windsor at Westside CDD 135 W Central Blvd Ste 320 Orlando FL 32801

REC'D AUG 0 8 2016

Customer #: 15755799 Invoice #: 5097654 Invoice Date: 7/28/2016 Sales Order: 6270526 Cust PO #:

Job Number	Description	Amount
345300064	Windsor at Westside CDD	494,00
	Landscape Maintenance ,	
	for July	
	Offsite Area Price Includes: General Services (A), Turf Care (B), Tree / Shrubcare (C) Irrigation Maintenance (B) CDD Maintained by WAW CDD — Orange Area/Offsite Area	
	1 (Nd) 4 1 41e4	
	Landscape	
	Total Invoice Amount Taxable Amount Tax Amount Balance Due	494;00 494,00

Please detach stub and remit with your payment

Payment Stub
Customer Account #: 15755799
Invoice #: 5097654
Invoice #: 5097654 Invoice Date: 7/28/2016

Amount Due: \$494.00

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Windsor at Westside CDD 135 W Central Blvd Ste 320 Orlando FL 32801

ValleyCrest Landscape Maintenance P.O. Box 404083 Atlanta, GA 30384-4083

Windsor at Westside

Community Development District

Funding Request FY16 - #2 September 20, 2016

	, Payee		neral Fund FY2016	General Fund FY2017
1	Down to Earth II, Inc.			
	Inv# 50376 - Landscape Maintenance - August 2016	\$	2,714.51	
2	Duke Energy			
	Inv# 55906 38373 - Electric Services - August 2016	\$	122,66	
	Inv# 63582 25391 - Electric Services - August 2016	\$	13.77	
3	EGIS Insurance Advisors, LLC			
	Inv# 4834 - FY2017 Insurance Premium			\$ 7,233.00
4	Governmental Management Services-CF, LLC			
	Inv# 32 - Management Services - September 2016	\$	3,549,93	
	Inv# 33 - FY2017 Assessment Roll Certification	*	0,0 10100	\$ 5,000.00
5	Hopping Green & Sams			
	Inv# 89489 - General Counsel - July 2016	\$	2,102.29	
6	Osceola Engineering Inc.			
	Inv# 6782 - Professional Services - January 2016	\$	1,803.75	
7	Toho Water Authority			
	Inv# 2592178-33016529 - Water Usage Services - August 2016	\$	6.83	
			10.040.04	
nei S		 	10,313.74	\$ 12,233.00
				A 55 F 4 5 7 7
			Total:	\$ 22,546.74

Please make check payable to:

Windsor at Westside CDD 135 W. Central Blvd, Suite 320 Orlando, FL 32801 Wire Funds To:

Windsor at Westside CDD SunTrust Bank, NA ABA#061000104 Acct#1000145156567 Contact: LaReena Johnson (407) 237-4642 DOWN TO EARTH P.O. BOX 738 TANGERINE, FL 32777



invoice

Date Invoice # 8/15/2016 50376

Bill To

WINDSOR AT WESTSIDE CDD C/O GOVERNMENTAL MGMT SVCS - CFL, LLC 135 W. CENTRAL BLVD, STE 320 ORLANDO, FL 32801

	Terms		Project
	Net 30	WINDSOR	AT WESTSIDE CDD
Description	Qty	Rate	Amount
** WINDSOR AT WESTSIDE CDD **			
TANTITIES A LA INTERNATATION OF THE ANALYSIS OF AN ARCHITECTURE			2,714.51
MONTHLY MAINTENANCE SERVICE - PRORATED FOR 8/4/16			
RECEIVED			
BY: LANDSCAPE			
	Total	.t	\$2,714.51



STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER 55906 38373

SEPTEMBER 2016

FOR CUSTOMER SERVICE OR PAYMENT LOCATIONS CALL: 1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE:

1-800-228-8485

WINDSOR AT WESTSIDE COMM

135 W CENTRAL BLVD

SUITE 320

ORLANDO

FL 32801

SERVICE ADDRESS 8999 MONACO BLVD LITE, ENTRY & IRRIGATION

DUE DATE SEP 27 2016

TOTAL AMOUNT DUE 122.66

DEPOSIT AMOUNT

NEXT READ DATE ON OR **ABOUT**

OCT 05 2016

125.60 THANK YOU

ON ACCOUNT

NONE

PIN: 779557415

METER READINGS

METER NO. 006654427 PRESENT (ACTUAL) 016818 (ACTUAL) **PREVIOUS** 015761 DIFFERENCE 001057 TOTAL KWH 1057

PAYMENTS RECEIVED AS OF AUG 23 2016

060 GENERAL SERVICE - NON DEMAND SEC 29 DAYS

BILLING PERIOD. .08-04-16 TO 09-02-16 CUSTOMER CHARGE 11.59 **ENERGY CHARGE** 1057 KWH @ 7.02300¢ 74.23 FUEL CHARGE 1057 KWH @ 2.97300¢ 31.42 ASSET SECURITIZATION CHARGE 1057 KHH @ 0.222000 2.35

*TOTAL ELECTRIC COST GROSS RECEIPTS TAX

119,59 3.07

TOTAL CURRENT BILL

GS-1

122.66

\$122.66

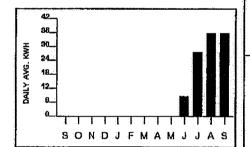
TOTAL DUE THIS STATEMENT

1-320-538-43 Spectric

RECEIVED

SEP 0 9 2018

BY:



ENERGY USE

DAILY AVG. USE -36 KWH/DAY USE ONE YEAR AGO -0 KWH/DAY \$4.12

*DAILY AVG. ELECTRIC COST -

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account. To help us repair malfunctioning streetlights, quickly: 1. Call us at 1.800.228.8485 or visit duke-energy.com/lightrepair 2. Provide us with the light 's location and your contact information. 3. Specific addresses, landmarks and directions work best.

BF_BL_DEF_20160902_235551_1.CSV-39422-000010096

DETACH AND RETURN THIS SECTION

ZP03.0001769

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 55906 38373

039422 000010096

P.O. BOX 1004 CHARLOTTE. NC 28201-1004

WINDSOR AT WESTSIDE COMM

135 W CENTRAL BLVD STE 320 ORLANDO FL 32801-2435

TOTAL DUE 122,66

DUE DATE

SEP 27 2016

PLEASE ENTER	,
AMOUNT PAID	
122	lele



STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER

63582 25391

FOR CUSTOMER SERVICE OR

PAYMENT LOCATIONS CALL: 1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE: 1-800-228-8485

WINDSOR AT WESTSIDE COMM 135 W CENTRAL BLVD

SUITE 320 ORLANDO

FL 32801

SEPTEMBER 2016

SERVICE ADDRESS 6967 RHODES ST LITE, **ENTRY & IRRIGATION**

ASSET SECURITIZATION CHARGE

TOTAL DUE THIS STATEMENT

DUE DATE SEP 28 2016

TOTAL AMOUNT DUE

NEXT READ DATE ON OR **ABOUT** OCT 08 2016

DEPOSIT AMOUNT ON ACCOUNT

NONE

13.46 THANK YOU

PIN: 779557415

METER READINGS

METER NO. PRESENT **PREVIOUS**

002066912

(ACTUAL) (ACTUAL)

000160

000142 000018

DIFFERENCE TOTAL KWH

18

PAYMENTS RECEIVED AS OF AUG 23 2016

060 GENERAL SERVICE - NON DEMAND SEC

BILLING PERIOD..08-05-16 TO 09-06-16 32 DAYS

CUSTOMER CHARGE ENERGY CHARGE

FUEL CHARGE

18 KWH @ 7.02300¢

18 KWH @ 2.97300¢ 18 KHH a 0.22200¢ 11.59 1.26 .54 0.04

*TOTAL ELECTRIC COST GROSS RECEIPTS TAX

13.43 .34

TOTAL CURRENT BILL

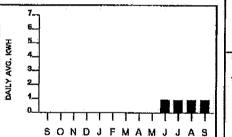
13.77 \$13.77

1-320-338-43 8967 Rhody St Lite Irig

RECEIVED

SEP 1 3 2016

BY:



ENERGY USE -

DAILY AVG. USE -USE ONE YEAR AGO -

0 KWH/DAY \$.42

*DAILY AVG. ELECTRIC COST -

1 KWH/DAY

BF_BL_DEF_20160906_214554_1.CSV-17011-000030718

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account. To help us repair malfunctioning streetlights, quickly: 1. Call us at 1.800.228.8485 or visit duke-energy.com/lightrepair 2. Provide us with the light 's location and your contact information. 3. Specific addresses, landmarks and directions work best.

DETACH AND RETURN THIS SECTION

ZP03.0001103

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 63582 25391

017011 000030716

մեն¦կլլ[[ս[սյլոնիլ]ու][լո:][ս][և][հրոլյնյեռել]իրդովիլ, WINDSOR AT WESTSIDE COMM

135 W CENTRAL BLVD STE 320 ORLANDO FL 32801-2435

P.O. BOX 1004 CHARLOTTE, NC 28201-1004

DUE DATE SEP 28 2016

TOTAL DUE 13.77

PLEASE ENTER AMOUNT PAID 13



Windsor at Westside Community Development District 135 W. Central Blvd, Suite 320 Orlando, FL 32801

INVOICE

(Sustainer	Windsor at Westside Community Development District
Dator and s	08/25/2016
(Gustoniax Saxvlea	Kristina Rudez
Rago	1 of 1

Feynenthiometion	
Invoice Summary	7,233.00
Rayment/Amount and	
Reyment for:	e#4834
100116252	

Thank You

Customer: Windsor at Westside Community Development District

Involce	Effective	Transaction	Description	Amounit san
4834	10/01/2016	Renew policy	Policy #100116252 10/01/2016-10/01/2017 Florida Insurance Alliance POL,EPLI,EBL,Herb & Pest - Renew policy Due Date: 9/24/2016	7,233,00
	III AU	EIVE 6 2 6 2016	Proposity 51,980 Gen. Liab. \$5,253 + Public Officials	
	BY:	gan nghi nan pan pan pika kini dini dini dini dini dini		
				7,233,00 Thank You
FOR PAYME Egis Insuranc	NTS SENT OVERNIC to Advisors LLC, Fifth	BHT: Third Wholesale Lockbox, Lock	kbox #291021, 4900 W. 95th St Oaklawn, IL 60453.	

Remit Payment To: Egis Insurance Advisors, LLC Lockbox 234021 PO Box 84021 Ghicago, IL 60689-4002

Date 08/25/2016

GMS-Central Florida, LLC # 141)

1001 Bradford Way Kingston, TN 37763

Invoice

Date	Invoice#
9/1/16	32

Bill To	
Windsor at Westside CDD 135 West Central Ave. Suite 320 Orlando, FL 32801	We did not
•	

	P.O. No.	Terms	Project
Description	Qty	Rate	Amount
Description		2,916.67 583.33 1.11 10.47 31.95 6.40	2,916.67 583.33 1.11 10.47 31.95 6.40
		Total	\$3,549.93
		Payments/Credits	\$0.00
		Balance Due	\$3,549.93

GMS-Central Florida, LLC

1001 Bradford Way Kingston, TN 37763

Invoice

Date	Invoice #
9/15/16	33

Bill To	
Windsor at Westside CDD 135 West Central Ave. Suite 320 Orlando, FL 32801	

	P.O. No.	Terms	Project
Description	Qty	Rate	Amount
Assessment Roll Certification FY 2017		5,000.00	5,000.00
		Total	\$5,000.00
		Payments/Credits	\$0.00
		Balance Due	\$5,000.00

Hopping Green & Sams

RECEIVED

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

AUG 3 1 2016

HV	-			
404	~	The same beauty	-	- rirely interferen

August 25, 2016

Windsor at Westside Community Development District 310 513 315

c/o GMS - Central Florida 135 West Central Blvd.

Suite 320

Orlando, FL 32801

Bill Number 89489 Billed through 07/31/2016

General Counsel

WWSCDD 00001 **TFM**

FOR PROFESSIONAL SERVICES RENDERED
<u>. ~ () (~ (4) ~ (4) ~ (1) ~ (</u>

07/12/16	TFM	Prepare maintenance agreements.	0.30 hrs
07/13/16	АНЈ	Prepare pool maintenance agreement; prepare landscape and irrigation maintenance agreement; confer with Vanderbilt regarding same.	1.50 hrs
07/14/16	AHJ	Prepare landscape and fountain maintenance agreements.	1.50 hrs
07/18/16	TFM	Prepare fountain maintenance agreement and confer with Vanderbilt regarding same; prepare landscape maintenance agreement and confer with Flint regarding same.	1.10 hrs
07/19/16	TFM	Confer with Flint.	0.20 hrs
07/23/16	TFM	Review assessment resolution and provide comments; confer with Flint.	0.20 hrs
07/25/16	TFM	Prepare assessment resolution, budget resolution and deficit funding agreement and confer with Flint regarding same.	0.50 hrs
07/25/16	DGW	Draft budget and assessment resolutions; draft budget deficit agreement.	1.70 hrs
07/28/16	TEM	Confer with Flint regarding board meeting agenda materials.	0.30 hrs
07/29/16	MCE	Research public records request.	0.10 hrs
07/29/16	TFM	Prepare for and attend Board meeting by phone; follow-up from meeting; prepare agreement for aquatic services; prepare amended and restated disclosure of public finance; prepare ratification resolution.	1.80 hrs
07/29/16	DGW	Draft aquatic plant management agreement; communications with bond counsel regarding bond transcript; revise amended and restated disclosure of public finance; confer with Mackie.	1.80 hrs
	Total fee	s for this matter	\$2,098.00

DISBURSEMENTS

Conference Calls 4.29

General Counsel	Bill No. 89489		Page 2
Total disbursements for this matter			\$4.29
MATTER SUMMARY			
Jaskolski, Amy H Paralegal	3.00 hrs	145 /hr	\$435.00
Wilbourn, David - Paralegal	3.50 hrs	145 /hr	\$507.50
Eckert, Michael C.	0.10 hrs	335 /hr	\$33.50
Mackie, A.Tucker Frazee	4.40 hrs	255 /hr	\$1,122.00
тс	OTAL FEES		\$2,098.00
TOTAL DISBUR	RSEMENTS		\$4.29
TOTAL CHARGES FOR THIS	MATTER		\$2,102.29
BILLING SUMMARY			
Jaskolski, Amy H Paralegal	3.00 hrs	145 /hr	\$435.00
Wilbourn, David - Paralegal	3.50 hrs	145 /hr	\$507.50
Eckert, Michael C.	0.10 hrs	335 /hr	\$33.50
Mackie, A.Tucker Frazee	4.40 hrs	255 /hr	\$1,122.00
то	OTAL FEES		\$2,098.00
TOTAL DISBUR	RSEMENTS		\$4.29
TOTAL CHARGES FOR T	HIS BILL		\$2,102.29

Please include the bill number on your check.



1003 FLORIDA AVENUE ST. CLOUD, FL 34769 407-891-0452

CONTRACT INVOICE

Date	Invoice #	
2/15/2016	6782	

Prepared for:

Windsor at Westside CDD c/o Governmental Management Services-Central Florida, LLC 135 West Central Blvd, Suite 320 Orlando, FL 32801

5

REC'D SEP 2 0 2016

310 513 311 Chd)

	Date of Services:	Terms			Projec	t	
	January 2016	Net 30		14-017-3/	Windsor@	Westside C	DD
Task	Description		Est Amt	Prior %	Çurr %	Total %	Amount
709	Attention: George Flint Project Manager4.25 hours @ \$17. Project Engineer .50 hours @ \$12.5 CDD CDD LS Maintenance Exhibits Coordinate preparation of landscap breakdown Prep for CDD meeting Senior CADD Designer 10.50 @ \$ Landscape exhibit for a Friday mee Quantity breakdown for landscapin different areas. (R.O.W.'s, pond tra Quantity breakdown for landscapin different areas. (R.O.W.'s, pond tra	5.00/hr pe cost 95.00/hr eting. ng in 6 ct, etc.) ng in 6	ESTAMI	Prior %	Curr %	Total %	Amount 1,803.75

Prompt payment is appreciated. Please include invoice number on your check. Finance charges will be assessed on overdue invoices.

Total	\$1,803.75
Payments/Credits	\$0.00
Balance Due	\$1,803.75



Toho Water Authority
P.O. Box 30527
Tampa, Florida 33630-3527
www.tohowater.com

WINDSOR @ WESTSIDE CDD

2100 E MONACO BOULEVARD FOUNT

Service Address:

Account Number:

002592178-033016529

#0.20

\$0.00 \$6.83

Past Due Amount: Current Charges: Total Amount Due:

\$6.83

Bringing you life's most precious resource

Customer Service: (8am - 5pm) 407-944-5000

Meter	Number of	Previous Meter Reading Cur		Current Met	Current Meter Reading	
Number	Days	Date	Reading	Date	Reading	Usage
15013286	31	07/27/2016	62	08/27/2016	63	1

Previous Balance \$6.83
Payment(s) Received \$-6.83
Balance Forward \$0.00

 Current Transaction(s)
 \$5.17

 Water Base Charge
 \$1.66

 Water Usage
 \$1.83

 Current Transaction Total
 \$6.83

Total Amount Due

\$6.83

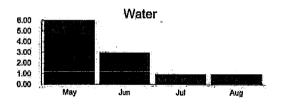
1-320538-431 Ubilitics - TOHO AUG16



RECEIVED

SEP 06 2016

BY:



Please return this portion with your payment - Do not send cash through the mail



Toho Water Authority P.O. Box 30527 Tampa, Florida 33630-3527 www.tohowater.com

Bringing you life's most precious resource

Past due balances are subject to immediate interruption of service

Please Remit to

Toho Water Authority
P. O. Box 30527
Tampa, Florida 33630-3527



WINDSOR @ WESTSIDE CDD 135 W CENTRAL BLVD STE 320 ORLANDO, FL 32801-2435



Windsor at Westside

Community Development District

Funding Request FY16 - #3 October 21, 2016

***************************************	Payee	neral Fund FY2016
1	Applied Aquatic Management, Inc.	
	Inv# 157066 - Aquatic Plant Management Services - September 2016	\$ 295.00
2	Down to Earth II, Inc.	
	Inv# 50699 - Landscape Maintenance - September 2016	\$ 3,116.67
3	Duke Energy	
	Inv# 55906 38373 - Electric Services - September 2016	\$ 134.18
	Inv# 63582 25391 - Electric Services - September 2016	\$ 13.67
4	Hopping Green & Sams	
	Inv# 89774 - General Counsel - August 2016	\$ 116.00
5	Toho Water Authority	
	Inv# 2592178-33016529 - Water Usage Services - September 2016	\$ 5.17
		\$ 3,680.69
- Anna and a second		

Please make check payable to:

Windsor at Westside CDD 135 W. Central Blvd, Suite 320 Orlando, FL 32801 Wire Funds To:

Windsor at Westside CDD SunTrust Bank, NA ABA#061000104 Acct#1000145156567 Contact: LaReena Johnson (407) 237-4642

Total:

\$ 3,680.69

Applied Aquatic Management, Inc PO Box 1469 Eagle Lake, FL 33839

Invoice

Date	Invoice #
9/30/2016	157066

В	ill	1	O

Windsor at Westside CDD c/o GMS 135 West Central Blvd. Orlando, FL 32801

Detach and return tan nortion with novment

		Detach a	and return top portio	a with payment			
Invoice #		Terms	Due Date	P.O. No.	Project		
157066		Net 30	10/30/2016				
	Des	scription		Qty	Rate	Amount	
Aquatic Plant Man	nagement Service			And a class — Management and to a few account of the compression of the class of th		200 • • • • • • • • • • • • • • • • • •	
Monthly Service					295.00	295.00	
One (1) Retention	Pond @ Windsor a	t Westside CDD			293,00	293.00	
						ļ	
		TED.					
	RECE						
	RECEI	2016					
	BX s						
	¥	15 W					
	1-7	15 hd 20-538-462					
	·						
Date of invoice in Month of serv				Total		\$295.00	

DOWN TO EARTH P.O. BOX 738 TANGERINE, FL 32777



4 hd

Invoice

Date Invoice #

50699

9/15/2016

Landscape and Irrigation Contractors

Bill To

WINDSOR AT WESTSIDE CDD C/O GOVERNMENTAL MGMT SVCS - CFL, LLC 135 W. CENTRAL BLVD, STE 320 ORLANDO, FL 32801

	Terms	gen de au d'Anna ann an Air Ann a	Project
	Net 30	WINDSOR A	AT WESTSIDE CDD
Description	Qty	Rate	Amount
** WINDSOR AT WESTSIDE CDD **			
MONTHLY MAINTENANCE SERVICE - SEPTEMBER	1	3,116.67	3,116.67
326-538 464			
SEP 3 3 2016 BY: Quadacure			
	Total		\$3,116.67



STATEMENT OF ELECTRIC SERVICE



55906 38373

OCTOBER 2018

FOR CUSTOMER SERVICE OR PAYMENT LOCATIONS CALL: 1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE:

1-800-228-8485

WINDSOR AT WESTSIDE COMM 135 N CENTRAL BLVD SUITE 320

OPI ANTO

FL 32801

SERVICE ADDRESS 8999 MONACO BLVD LITE. ENTRY & IRRIGATION

DUE DATE OCT 27 2016

TOTAL AMOUNT DUE 134.18

HEXT READ DATE ON OR **ABOUT** NOV 03 2018

DEPOSIT AMOUNT ON ACCOUNT

NONE

PIN: 779557415

METER READINGS

METER NO. 006654427 PRESENT (ACTUAL) 017985 PREVIOUS (ACTUAL) 014818 DIFFERENCE 001167 TOTAL KWH 1167

PAYMENTS RECEIVED AS OF SEP 19 2016

122.66 THANK YOU

D60 GENERAL SERVICE - NON DEMAND SEC BILLING PERIOD..09-02-16 TO 10-04-16 32 DAYS CUSTOMER CHARGE 11.59 ENERGY CHARGE 1167 KWH @ 7.02300¢ 81.96 FUEL CHARGE 1167 KMH a 2.973000 34.69 ASSET SECURITIZATION CHARGE 1167 KMH @ 0.222000 2.59

*TOTAL ELECTRIC COST GROSS RECEIPTS TAK

130.83 3.35

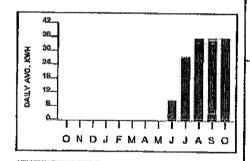
TOTAL CURRENT BILL

134.18

\$134.18

TOTAL DUE THIS STATEMENT

8999 Moraco Blod Like 1.220.52.43



ENERGY USE -DATLY AVG. USE -36 KWH/DAY USE ONE YEAR AGO -0 KWH/DAY MDATLY AVG. ELECTRIC COST -\$4.09

BF_BL_DEF_20161005_214536_2.CSV-1016-000001172

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account.

RECEIVED

DCT 1 2 2016

DETACH AND RETURN THIS SECTION

MAS 0002711

BILL#1 OF 2 GRP 2009

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 55906 38373

001016 000001172

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WINDSOR AT WESTSIDE COMM 135 W CENTRAL BLVD STE 320 ORLANDO FL 32801-2435

P.O. BOX 1004 CHARLOTTE, NC 28201-1004

DUE DATE

OCT 27 2016

134.48

PLEASE ENTER AMOUNT PAID



STATEMENT OF ELECTRIC SERVICE





OCTOBER 2018

FOR CUSTOMER SERVICE OR PAYMENT LOCATIONS CALL: 1-877-372-8477

WEB SITE: www.duke-energy.com

TO REPORT A POWER OUTAGE: 1-800-228-8485

WINDSOR AT WESTSIDE COMM 135 W CENTRAL BLVD

SULTE 320 ORLANDO

FL. 32801

SERVICE ADDRESS 8967 RHODES ST LITE, ENTRY & IRRIGATION

DUE DATE OCT 27 2016 TOTAL AMOUNT DUE 13.67

NEXT READ

DEPOSIT AMOUNT

DATE ON OR **TUOGA**

ON ACCOUNT

NOV 04 2018 NONE

PIN: 779557415

METER READINGS

HETER NO. 002066912 (ACTUAL) PRESENT 000177 PREVIOUS (ACTUAL) 000160 DIFFERENCE 000017 TOTAL KHH

PAYMENTS RECEIVED AS OF SEP 30 2016

13.77 THANK YOU

060 GENERAL SERVICE - NON DEMAND SEC BILLING PERIOD..09-06-16 TO 10-05-16 29 DAYS CUSTOMER CHARGE 11.59 ENERGY CHARGE 17 KWH @ 7.02300¢ 1.19 FUEL CHARGE 17 KWH @ 2.975000 .51 ASSET SECURITIZATION CHARGE 17 KWH @ 0.222000

*TOTAL ELECTRIC COST

0.04 13.33

GROSS RECEIPTS TAX TOTAL CURRENT BILL

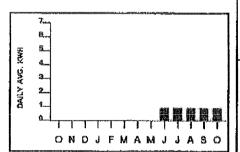
.34

\$13.67

TOTAL DUE THIS STATEMENT

13.67

1.320.538.43



- ENERGY USE -DAILY AVG. USE -1 KWH/DAY USE DNE YEAR AGO -O KHH/DAY MOAILY AVG. ELECTRIC COST -\$.46

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account.

RECEIVED

OCT 1 2 2016

BY:

BF_BL_DEF_20161005_214536_2.CSV-1017-000001172

DETACH AND RETURN THIS SECTION

MM 0002712

BILL # 2 OF 2 GRP 2069

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 83582 25391

001017 000001172

P.O. BOX 1004 CHARLOTTE. NC 28201-1004

TOTAL DUE

WINDSOR AT WESTSIDE COMM 135 W CENTRAL BLVD STE 320 ORLANDO FL 32801-2435

13.67

DUE DATE

OCT 27 2016

PLEASE ENTER AMOUNT PAID

Hopping Green & Sams

Attorneys and Counselors

RECEIVED

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314

SEP 26 2016

850.222.7500

BY:

September 19, 2016

Windsor at Westside Community Development District c/o GMS - Central Florida 135 West Central Blvd. Suite 320

Bill Number 89774 Billed through 08/31/2016

\$116.00

General Counsel

Orlando, FL 32801

WWSCDD	00001	TFM				
FOR PROF	<u>ESSIONA</u>	AL SERVICES RENDERE	D			
08/01/16	TFM	Confer with Flint regardi	ng disclosure of publi	c finance.		0.20 hrs
08/01/16	DGW	Disseminate disclosure of	of public finance to dis	strict manager.		0.30 hrs
08/31/16	CNG	Prepare prompt paymen	t memorandum, resol	lution and polic	ies.	0.10 hrs
	Total fee:	s for this matter				\$116.00
MATTER S	<u>UMMARY</u>	<u>r</u>				·
	Gates, Cl	ark N.		0.10 hrs	215 /hr	\$21.50
	Wilbourn	, David - Paralegal		0.30 hrs	145 /hr	\$43.50
	Mackie, A	A.Tucker Frazee		0.20 hrs	255 /hr	\$51.00
TOTAL FEES						\$116.00
	T	OTAL CHARGES FOR T	HIS MATTER			\$116.00
BILLING S	UMMAR)	<u> </u>				
	Gates, Cl	ark N.		0.10 hrs	215 /hr	\$21.50
	Wilbourn,	, David - Paralegal		0.30 hrs	145 /hr	\$43.50
	Mackie, A	\.Tucker Frazee		0.20 hrs	255 /hr	\$51.00
			TOTAL FEES			\$116.00

Please include the bill number on your check.

3nd 1-310-513-215

TOTAL CHARGES FOR THIS BILL



Bringing you life's most precious resource

Customer Service: (8am - 5pm) 407-944-5000

Toho Water Authority P.O. Box 30527 Tampa, Florida 33630-3527 www.tohowater.com

WINDSOR @ WESTSIDE CDD

Account Number: Past Due Amount:

Current Charges:

Total Amount Due:

002592178-03301652!

\$0:00

\$5.17 \$5.17

Service Address: 2100 E MONACO BOULEVARD FOUNT

Meter	eter Number Previous Meter Reading		Current Met	Water		
Number	Days	Date	Reading	Date	Reading	Usage
15013286	31	08/27/2016	63	09/27/2016	63	0

Previous Balance \$6.83 Payment(s) Received \$-6.83 **Balance Forward** \$0.00

Current Transaction(s) Water Base Charge \$5.17 **Current Transaction Total** \$5.17

Total Amount Due



RECEIVED

OCT 0 4 2016

BX

6.00	(transfer and a supplement	٧	Vater		
5.00					
4.00					
3.00					
2.00					
1.00	7.00				
0.00		<u> </u>			<u>i</u>
	May	Jun	Jut	Aug	Sep

Please return this portion with your payment - Do not send cash through the mail



Toho Water Authority P.O. 8ox 30527 Tampa, Florida 33630-3527 www.tohowater.com

Bringing you life's most precious resource

Past due balances are subject to immediate interruption of service

		Current	Total	
Account Number	Past Due Due Now	Amount Due by 10/24/16	Late Charge after 10/24/16	Amount D ue
002592178-033016529	\$0.00	\$5.17	\$5.00	\$5.17

Please Remit to

Toho Water Authority P. O. Box 30527 Tampa, Florida 33630-3527



WINDSOR @ WESTSIDE CDD 135 W CENTRAL BLVD STE 320 ORLANDO, FL 32801-2435

