

*Crosswinds East
Community Development District*

Meeting Agenda

February 4, 2025

AGENDA

Crosswinds East

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

January 28, 2025

Board of Supervisors Meeting Crosswinds East Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Crosswinds East Community Development District** will be held on **Tuesday, February 4, 2025, at 10:15 AM at 346 E. Central Ave., Winter Haven, FL 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/83614568548>

Call-In Information: 1-646-876-9923

Meeting ID: 836 1456 8548

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Board Members (Bobbie Henley—Seat #3, Lindsey Roden—Seat #4, and Jessica Spencer—Seat #5)
 - B. Consideration of Resolution 2025-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2025-02 Electing Officers
4. Approval of Minutes of the September 25, 2024 Board of Supervisors Meeting & November 5, 2024 Landowners' Meeting
5. Consideration of Resolution 2025-03 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County
6. Consideration of Resolution 2025-04 Setting a Public Hearing on the Adoption of Amenity Policies and Rates
7. Consideration of 2025 Data Sharing and Usage Agreement with Polk County Property Appraiser
8. Consideration of 2025 Contract Agreement with Polk County Property Appraiser
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposal for Trimming the Trees Bordering Walking Path in The Grove at Crosswinds
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
10. Other Business
11. Supervisors Requests and Audience Comments
12. Adjournment

¹ Comments will be limited to three (3) minutes

SECTION III

SECTION B

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Crosswinds East Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated Polk County, Florida and the City of Haines City, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT:

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

Bobbie Henley	Seat 3	Votes 600
Lindsey Roden	Seat 4	Votes 600
Jessica Spencer	Seat 5	Votes 500

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

Bobbie Henley	4 Year Term
Lindsey Roden	4 Year Term
Jessica Spencer	2 Year Term

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of February 2025.

ATTEST:

**CROSSWINDS EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson,
Board of Supervisors

SECTION D

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Crosswinds East Community Development District (hereinafter the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within unincorporated Polk County and the City of Haines City, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	<u>Jill Burns</u>
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>George Flint</u>

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of February 2025.

ATTEST:

CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
CROSSWINDS EAST
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Crosswinds East Community Development District was held Wednesday, **September 25, 2024** at 10:04 a.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairperson
Jessica Spencer	Assistant Secretary
Bobbie Henley	Appointed as Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Patrick Collins	District Counsel, Kilinski Van Wyk
Joel Blanco	Field Manager, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present and none joining via Zoom.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Chuck Cavaretta (*letter to be provided under separate cover*)

Ms. Burns presented the resignation of Chuck Cavaretta and asked for a motion to accept.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Acceptance the Resignation of Chuck Cavaretta, was approved.
--

B. Appointment to Fill Vacant Board Seat #3

Ms. Burns stated this leaves a vacancy in seat #3 and asked for any nominations to fill that vacancy. Ms. Spencer appointed Bobbie Henley.

On MOTION by Ms. Spencer, seconded by Mr. Heath, with all in favor, the Appointment of Bobbie Henley to Fill Vacant Board Seat #3, was approved.

C. Administration of Oath to Newly Appointed Supervisor

Ms. Burns presented the oath of office to Bobbie Henley.

D. Consideration of Resolution 2024-13 Appointing an Assistant Secretary

Ms. Burns stated this resolution would appoint Bobbie Henley as an Assistant Secretary.

On MOTION by Ms. Spencer, seconded by Mr. Heath, with all in favor, Resolution 2024-13 Appointing Bobbie Henley as Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the August 28, 2024 Board of Supervisors Meeting

Ms. Burns presented the minutes for the August 28, 2024 Board of Supervisors meeting. She asked for any questions, comments, or corrections. The Board had no changes to the minutes.

On MOTION by Ms. Spencer, seconded by Ms. Schwenk, with all in favor, the Minutes of the August 28, 2024 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Consideration of Amended and Restated Disclosure of Public Financing

Ms. Burns noted this will be recorded in the public records to reflect the most recent bond issuance.

On MOTION by Mr. Heath, seconded by Ms. Spencer, with all in favor, the Amended and Restated Disclosure of Public Financing, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-14 Ratifying Series 2024 (Assessment Area Two)

Ms. Burns stated the District closed on the Assessment Area Two bonds on August the 29th and this resolution ratifies, confirms, and approves all of the actions taken by District staff in coordination of the closing of those bonds.

On MOTION by Ms. Spencer, seconded by Ms. Henley, with all in favor, Resolution 2024-14 Ratifying Series 2024 (Assessment Area Two), was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Audit Services
Engagement Letter for Fiscal Year 2024
Audit from Grau & Associates**

Ms. Burns stated the amount is NTE \$5,700 which is in line with their renewal.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Audit Services Engagement Letter for Fiscal Year 2024 Audit from Grau & Associates, was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Collins had nothing to report.

B. Engineer

Mr. Malave had nothing to report at this time.

C. Field Manager’s Report

Mr. Blanco presented the Field Management Report on page 39 of the agenda package.

i. Consideration of Proposal for Aquatic Maintenance Services

Mr. Blanco presented a proposal from Aquatic Weed Management for monthly pond maintenance on the two dry ponds for \$200/month.

On MOTION by Mr. Heath, seconded by Ms. Henley, with all in favor, the Aquatic Maintenance Services for \$200/month, was approved.

ii. Consideration of Proposal for Landscaping Services

Mr. Blanco presented a proposal for landscaping services from Prince and Sons for \$49,164 annually. Ms. Burns noted the budget is \$58,500 so it is within budget.

On MOTION by Mr. Heath, seconded by Ms. Spencer, with all in favor, the Prince & Sons Proposal for Landscaping Services for \$49,164 annually, was approved.

D. District Manager’s Report

i. Approval of Check Register

Ms. Burns presented the check register for review. She offered to answer any questions.

On MOTION by Ms. Spencer, seconded by Ms. Henley, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns noted financials are included the agenda package for review. No action is required.

NINTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked the Board for adjournment.

On MOTION by Ms. Schwenk, seconded by Ms. Henley with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

**MINUTES OF MEETING
CROSSWINDS EAST
COMMUNITY DEVELOPMENT DISTRICT**

The Landowners' meeting and election of the Board of Supervisors of the Crosswinds East Community Development District was held Tuesday, **November 5, 2024** at 9:17 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present were:

Bobbie Henley
Jill Burns

Landowner Representative
District Manager, GMS

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Ms. Burns stated they have one proxy holder present, Bobbie Henley. Ms. Henley is authorized to cast votes on behalf of GLK Real Estate, LLC. This entity owns 673.70 acres within the community authorizing Ms. Henley to cast up to 674 votes for each of the three seats up for election: seats #3, #4, #5.

SECOND ORDER OF BUSINESS

Call to Order

Ms. Burns called the meeting to order and called the roll.

THIRD ORDER OF BUSINESS

**Election of Chairman for the Purpose of
Conducting the Landowners' Meeting**

Ms. Burns was Chairman for the purpose of conducting the Landowners' meeting.

FOURTH ORDER OF BUSINESS

**Nominations for the Positions of
Supervisor**

Ms. Henley nominated Bobbie Henley to Seat #3, Lindsey Roden to Seat #4, and Jessica Spencer to Seat #5.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Ms. Henley stated Bobbie Henley has 600 votes, Lindsey Roden has 600 votes, and Jessica Spencer has 500 votes.

SIXTH ORDER OF BUSINESS

Ballot Tabulation

Ms. Burns stated Ms. Henley and Ms. Roden will serve four-year terms and Ms. Spencer will serve a two-year term.

SEVENTH ORDER OF BUSINESS

Landowners' Questions and Comments

There being no questions or comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICALLY ACCESSABLE WEBSITE; GRANTING THE AUTHORITY TO EXECUTE A PARTICIPATION AGREEMENT WITH POLK COUNTY; APPROVING THE FORM OF GOVERNMENT AGENCY ORDER; PROVIDING FOR NOTICE OF THE USE OF PUBLICALLY ACCESSABLE WEBSITE; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH CHAPTER 50, FLORIDA STATUTES AND POLK COUNTY ORDINANCE 2024-041 AND IMPLIMENTING RESOLUTIONS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Crosswinds East Community Development District (“**District**”) is a local unit of special purpose government¹ created and existing pursuant to Chapter 190, Florida Statutes, and situated within Polk County, Florida; and

WHEREAS, the District is a political subdivision of the State of Florida and a “governmental agency” as that term is defined in Section 1.01(8) and Section 50.0311, Florida Statutes; and

WHEREAS, Chapter 50, Florida Statutes, provides that a governmental agency may publish certain statutorily required legal advertisements, publications and notices on a Publicly Accessible Website, as defined below, if the cost of publication is less than the cost of publication in a newspaper; and

WHEREAS, the District Board of Supervisors has determined that the cost of publication of legally required advertisements and public notices on the Polk County Publicly Accessible Website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, Polk County, Florida has adopted Ordinance 2024-041 and Resolutions 24-124 and 24-125 (“County Regulations”), designating the Publicly Accessible Website of URL <http://polkcounty.column.us/search> (“Publicly Accessible Website”) for the publication of Legal Notices and Advertisements, such Ordinance and Resolutions are hereby adopted by this reference as if fully set forth herein; and

¹ Section 190.003(6), FS

WHEREAS, Polk County Resolution 2024-124 also designates the Publicly Accessible Website for the use of governmental agencies within Polk County; and

WHEREAS, the District desires to publish all legal advertisements and public notices on the Publicly Accessible Website to the extent authorized by law; and

WHEREAS, the District's Board of Supervisors finds that granting to the District Manager and the Chairman the Authority to enter into the Participation Agreement and the Government Agency Order in the substantial form as set forth in Composite Exhibit A, attached hereto and incorporated by this reference, is in the best interests of the District.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT:

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

2. AUTHORIZATION. The District hereby authorizes the use of the Publicly Accessible Website, as allowed by law, to be used for the publication of legal advertisements and public notices.

3. DELEGATION OF AUTHORITY. The District Manager and the Chairman are hereby authorized to sign, accept or execute a Participation Agreement and Government Agency Order in substantially the form attached hereto as Composite Exhibit A.

4. PUBLICATION OF NOTICE AND REGISTRY. The District Manager shall cause notice of the use of the Publicly Accessible Website for legal advertisements and public notices to be published annually in a newspaper of general circulation within the jurisdiction of the District and to maintain a registry of property owners and residents as set forth in Section 50.0311(6), Florida Statutes.

5. AUTHORIZATION. The District Manager is hereby authorized to take all actions necessary to provide for the implementation of this Resolution and comply with the specific requirements of Section 50.0311 and the County Regulations.

6. CONFLICTING PROVISIONS. All District Rules, Policies or Resolutions in conflict with this Resolution are hereby suspended.

7. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

8. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 4TH DAY OF FEBRUARY 2025.

**CROSSWINDS EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

Composite Exhibit A

Governmental Agency Order

D-R Media and Investments, LLC Publicly Accessible Website Agreement

This Order is between County/[Governmental Agency] ("County")/"Governmental Agency") and D-R Media and Investments, LLC ("Contractor" or "D-R Media") pursuant to Contractor's Agreement with Polk County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

The time period for this Order, unless otherwise extended or terminated by either party, is as follows:

Contractor shall provide notices on the Publicly Accessible Website at no charge to the County/Governmental Agency as provided in the Agreement.

Additional Terms:

- a. **Form of Notice.** County/Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Notices published on the Website. County/Governmental Agency shall be solely responsible for compliance with the Notice Requirements.

- b. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the County/Governmental Agency's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict

liability, negligence, product liability or otherwise nor shall anything included herein be construed as consent by County/Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. Notices. Parties shall ensure any Notices are provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for County/Governmental Agency listed in the Participation Agreement.

d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. D-R Media warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. D-R Media warrants to the Governmental Agency that, upon notice given to D-R Media of any defect in design or fault or improper workmanship, D-R Media shall remedy any such defect. D-R Media makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than D- R Media, even in a situation where D-R Media approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by D-R Media.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, D-R MEDIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY D-R MEDIA TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Upon completion of the Initial Implementation and go-live date, County/Governmental Agency shall assume full responsibility for County/Governmental Agency Content maintenance and administration. County/Governmental Agency, not D- R Media, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content.

b. At any time during the term of the applicable Order, County/Governmental Agency shall have the ability to download the County/Governmental Agency Content and export the County/Governmental Agency data through the Services.

Responsibilities of the Parties.

a. D-R Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. County/Governmental Agency shall be responsible for all activity that occurs under County/Governmental Agency's accounts by or on behalf of County/Governmental Agency. County/Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for County/Governmental Agency content and data; (c) obtain and maintain during the term

all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content County/Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify D-R Media promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or D-R Media Property.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of D-R Media, D-R Media, as the data custodian, shall comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order,
effective as of the date the last party signs this Order.

GOVERNMENTAL AGENCY NAME

ATTEST:

By: _____
GOVERNMENTAL AGENCY NAME/TITLE

CITY CLERK

Print Name
____ day of _____, 20__

Contractor

Signature

Print/Type Name

Title

**Form Participation Agreement for Publication of Legal Notices on County Designated
Publicly Accessible Website**

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Polk County, a political subdivision of the State of Florida ("County"), and _____, a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

- A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.
- B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.
- C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.
- D. Pursuant to Section 50.0311, Florida Statutes, County designated the website operated by D-R Media ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.
- 2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. County may at any time, upon at least ninety (90) days prior to written notice to Local Government in accordance with the Notices section of this

Participation Agreement, designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Parties shall consider any such new designation as automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it may not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County. Local Government shall construe any and all actions of County in conjunction with, or

relating to, the designation of the Website for use by Local Government as, purely ministerial acts.

7. Costs and Payment. Local Government shall be solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, then Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access, or any subsequent costs which Local Government might incur due to such termination or lack of access. Likewise, Local Government acknowledges that County has no control over payment processing services.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused

or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination.

10.1. Termination without cause. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party.

10.2. Termination with cause. If the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach, then the aggrieved Party may terminate this Participation Agreement for cause.

10.3. Automatic Termination. If the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, then this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

County Manager

Polk County Board of County Commissioners

P.O. Box 9005

Bartow, Florida 33830

With a copy to:

County Attorney

Polk County Board of County Commissioners

P.O. Box 9005, Drawer AT01 Bartow,

Florida 33830

FOR LOCAL GOVERNMENT:

Email address: _____

12. Prior Agreements. Parties shall consider this Participation Agreement as representing the final and complete understanding of the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder may be assignable by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of

the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law. Jurisdiction. Venue. Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Polk County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, then the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Middle District of Florida. EACH PARTY EXPRESSLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND KNOWINGLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed

physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement. For a waiver to be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have signed this Agreement and through their duly authorized signatories on the dates noted below their names.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

POLK COUNTY

a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
County Manager

Date:
.....

ATTEST:

Local Government.

Signature

Signature

Print Name

Print Name

Title

Title

SECTION VI

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZE PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES, RATES, FEES AND CHARGES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Crosswinds East Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Haines City, Polk County, Florida; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

WHEREAS, the Board finds it is in the District’s best interests to set a public hearing to adopt the rules, rates, fees and charges set forth in **Exhibit A**, which relate to the District’s amenity facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt rates, fees and charges of the District on **Tuesday, April 1, 2025 at 10:15 AM at 346 East Central Ave., Winter Haven, Florida 33880.**

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of February 2025.

ATTEST:

**CROSSWINDS EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

EXHIBIT A

CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES

ADOPTED – _____, 2025¹

¹LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2023); In accordance with Chapter 190 of the Florida Statutes, and on _____, 2025 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Crosswinds East Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

Table of Contents

DEFINITIONS	1
AMENITIES ACCESS AND USAGE	3
GENERAL AMENITY POLICIES	5
SMOKING, DRUGS AND ALCOHOL	7
SERVICE ANIMAL POLICY	7
SWIMMING POOL POLICIES	8
DOG PARK POLICIES	10
PLAYGROUND POLICIES	11
LAKES AND PONDS POLICIES.....	12
SUSPENSION AND TERMINATION OF PRIVILEGES	13
USE AT OWN RISK; INDEMNIFICATION	15
SOVEREIGN IMMUNITY	15
SEVERABILITY	15
AMENDMENTS AND WAIVERS.....	16

DEFINITIONS

“Amenities” or “Amenity Facilities”– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, walking trails, parks, tot lot, and playground, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – shall mean these Amenity Policies and Rates of the Crosswinds East Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – shall mean those rates and fees established by the Board of Supervisors of the Crosswinds East Community Development District as provided in **Exhibit A** attached hereto.

“Access Card” or “Card” – shall mean an electronic Access Card issued by the District Manager to each Patron Household (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the Crosswinds East Community Development District.

“District” – shall mean the Crosswinds East Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Guest” – shall mean any person or persons, other than a Resident or Non-Resident Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – shall mean a residential unit or a group of individuals residing within a Resident’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” or “Ponds” – shall mean those water management and control facilities and waterways within the District, including but not limited stormwater management facilities, lakes and ponds.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Patron” – shall mean Residents, Guests, Non-Resident Patrons and Renters.

“Renter” – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District, or any Renter who has been approved for issuance of an Access Card.

The words "hereof," "herein," "hereto," "hereby," "hereinafter" and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the policies and rules set forth herein, and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's access privileges. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and each Household shall receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all

Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the department of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** One complimentary Access Card will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities.

All Patrons must use the Access Card issued to their Household for entrance to the Amenity Facilities. Each Household will be authorized one (1) initial Access Card free of charge. One (1) additional Access Card may be purchased at the Amenity Rates in effect, for a maximum of two (2) Access Cards per Household in service at a time. Replacement Access Cards may be purchased in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the Card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen Cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen Cards.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable Amenity facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable Amenity facility, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Amenity facility. No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, open fields, trails, playground area and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District-owned property.
 - (h) **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

- (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (q) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (13) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (15) **Pool Closure.** In addition to Polk County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

DOG PARK POLICIES

The Dog Park is restricted to use only by Patrons of the District and their Guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit of 3 dogs per ADULT dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dogs showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is a designated “No Smoking” area.

USE OF THE DOG PARK IS AT PATRON’S OWN RISK

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.

LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Patrons may fish from District Lakes. However, the District has a "catch and release" policy for all fish caught in these waters.
- (4) Pets are not allowed in the District Lakes.
- (5) Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities.
- (7) No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property shall comply with the Amenity Policies established for the safe operations and maintenance of the District's Amenities. In order to protect the rights and privileges of rule-abiding Patrons, inappropriate behavior by Patrons will not be tolerated.
- (2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager and District Counsel shall have the right to restrict, suspend or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
 - Submits false information on any application for use of the Amenities;
 - Permits the unauthorized use of an Access Card;
 - Exhibits unsatisfactory behavior, deportment or appearance;
 - Fails to pay amounts owed to the District in a proper and timely manner;
 - Fails to abide by any District rules or policies (e.g., Amenity Policies);
 - Treats the District's supervisors, staff, general/amenity management, contractors or other representatives, or other Patrons, in an unreasonable or abusive manner;
 - Damages or destroys District property; or
 - Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or guests.
- (3) **Authority of District Staff.** District Staff or their designee, may immediately remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (4) **Process for Suspension or Termination of Access and Use Privileges.** Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:
 - (a) Offenses:
 - i First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
 - ii Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
 - iii Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
 - (b) Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second

offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses

(c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender's privileges, which suspension or termination may include members of the offender's Household and may, upon the first offense, equal or exceed one year. In situations that pose a long-term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.

(d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.

(5) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Paragraph 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

USE AT OWN RISK; INDEMNIFICATION

Any Patron or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron or other person shall be liable to the District for all attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity, or limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above Amenity Policies and Rates were adopted on _____, 2025, by the Board of Supervisors for the Crosswinds East Community Development District, at a duly noticed public hearing and meeting.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

**EXHIBIT A
AMENITY RATES**

TYPE	RATE
Annual Non-Resident User Fee	\$2,500.00
Additional/Replacement Access Card	\$30.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**CROSSWINDS EAST COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____ DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card (s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Crosswinds East Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card (s). It is understood that Access Card s are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability 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.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Crosswinds East Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron
State of Florida
County of _____

The foregoing was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20__, by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)
Official Notary Public Signature _____

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Crosswinds East Community Development District.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

Crosswinds East Community Development District
Attn: Amenity Access Team
219 East Livingston Street
Orlando, Florida 32801
Answering Service: (689) 500-4540
Email: amenityaccess@gmscfl.com

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Access Card #

ADDITIONAL INFORMATION:

Phase ___ - ___ Phase ___ - ___ Phase ___ - ___

New Construction: _____ Re-Sale: _____ Prior Owner: _____

Rental: _____ Landlord/Owner: _____

Lease Term: _____ Tenant/Renter: _____

SECTION VII



POLK COUNTY PROPERTY APPRAISER

Revised 01/2025
ADA Compliant

2025 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the _____ hereinafter referred to as "agency," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as "confidential data," will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as "local government" by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2025**, and shall run until **December 31, 2025**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature: Neil Combee

Print: Neil Combee

Title: Polk County Property Appraiser

Date: January 7, 2025

Agency: _____

Signature: _____

Print: _____

Title: _____

Date: _____

Please email the signed agreement to pataxroll@polk-county.net.

SECTION VIII

CONTRACT AGREEMENT

This Agreement made and entered into on Monday, January 13, 2025 by and between the Crosswinds East Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2025 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Crosswinds East Community Development District.
3. The term of this Agreement shall commence on January 1, 2025 or the date signed below, whichever is later, and shall run until December 31, 2025, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2025 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 11, 2025**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Monday, September 15, 2025**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2025 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2025 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Monday, September 15, 2025** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

Special District Representative

Print name

Title

Date

Neil Combee
Polk County Property Appraiser
By:



Neil Combee, Property Appraiser

SECTION IX

SECTION C



Crosswinds East CDD

Field Management Report



February 4th, 2025

Joel Blanco

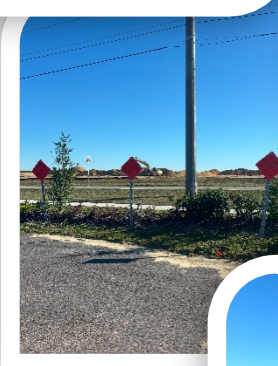
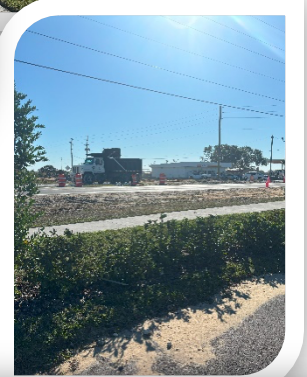
Field Manager

GMS

Site Item

Overall Review – Landscaping & Pond Review

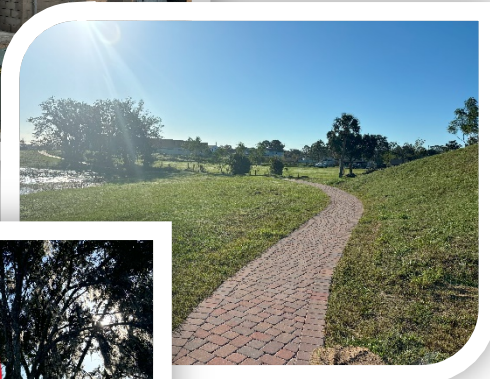
- ✚ GMS staff has continued to conduct overall reviews of the landscaping and ponds throughout the district.
- ✚ Additional landscaping has been installed on the dead-end sections of King Hill Dr., Sierra Dr., and perimeter wall adjacent to Powerline Rd.
- ✚ Entrance landscaping (sabal palms, median, and perimeter plantings) remains in exceptional conditions – healthy, thriving, and de-weeded.)
- ✚ Dry ponds have been consistently treated since the board meeting and appear tidy and maintained.
- ✚ Several stop sign posts and street sign blades were reinstalled, straighten, and replaced due to the aftermath of Hurricane Milton by our maintenance staff.



Site Item

Amenity Review

- ✚ GMS staff has continued to review the amenity areas throughout the district.
- ✚ Amenity tract has been graded with significant progress on the amenity pool build out.
- ✚ Amenity building has progressed since the official start of the build in Dec.
- ✚ Walking paths have been consistently maintained (common areas mowed including the hill on the far corner of the longer walking path by the amenity.)
- ✚ Large oak tree on the common area next to the walking path has a significant amount of hanging branches that obstruct the path. Attached is a proposal from Prince & Sons to cut back and dispose tree branches for board consideration.



Site Item

Conveyance Items



- Field Staff conducted a conveyance review of this district's phase.
- Easement on the walking path bordering to the right of the amenity tract appears as it has not been graded with sod needed. Current sand is landing on the walkway.
- Walking path end bordering the dry pond next to Hillock Blvd. has loose paver blocks that would need to be repaired.
- There are several small areas in need of sod such as—the south end of the dry pond by Hillock Blvd. by the end of the walking path, area (Tract A) by the end of roadway signs at the end of Hummock Pl., easement (Tract G) by the start of the north portion of the walking path next to Hillock Blvd., and easements by dry pond (Tract B) on King Hill Dr.

Site Item

Review of Future Phase

- Field Staff conducted review of this district's future phase.
- Perimeter wall installation is progressing on Carl Boozer Rd. and Snell Creek Rd. with a significant portion of panels installed and some painted white.
- Sod has been installed throughout the district's dry ponds. Most of the pond's sod has taken root with the other pond's sod appearing as recently installed. Staff will continue to monitor the sod during the deeper portions of the dry season with a proposal to add dry pond landscaping to the district's existing agreement to be presented at the next board meeting.
- Dry ponds have some vegetation sprouting due to scattered rain during the middle months of Jan. a proposal to add aquatic maintenance to the district's existing agreement to be presented at the next board meeting.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473, or by email at jblanco@gmscfl.com. Thank you.

Respectfully,

Joel Blanco

SECTION 1



200 S. F. Street
Haines City, Florida 33844

Phone 863-422-5207 | Fax 863-422-1816

Polk County License # 214815

1-Nov-24

SUBMITTED TO:

GMS Service
135 W. Central Blvd
Orlando, FL 32801
Joel Blanco
786-238-9473
Email: jblanco@gmscf.com

Job Name / Location:

The Grove At Cross Winds
Baker Dairy Rd
Haines city FL 33844

Proposal is for cutting back trees off of side walk

	Qty	Unit		TOTAL
Cutting back tree labor	9	Hr	\$350.00	\$3,150.00
	Total			\$3,150.00

The customer agrees, that by signing this proposal, it shall become a legal and binding contract and shall supersede any previous agreements, discussed or implied. The customer further agrees to all terms and conditions set forth within and shall be responsible for any/all court and/or attorney fees incurred by Prince and Sons, Inc. required to obtain collection for any portion of money owed for material and/or work performed by Prince and Sons Inc. Plywood will be in place to help prevent pool paver damage

Submitted by: Scott Merrell

Date Submitted: Nov 1, 2024

Accepted by: _____

Date Accepted: _____

SECTION D

SECTION 1

Crosswinds East Community Development District

Summary of Checks

September 15, 2024 to January 25, 2025

Bank	Date	Check No.'s	Amount
General Fund			
	9/17/24	170	\$ 597.50
	9/18/24	171	\$ 4,446.31
	9/23/24	172-178	\$ 7,820,666.84
	9/24/24	179-180	\$ 5,089.00
	10/1/24	181-182	\$ 29,824.50
	10/3/24	183	\$ 14,116.45
	10/17/24	184-187	\$ 14,464.20
	10/21/24	188-192	\$ 129,573.08
	10/23/24	193-197	\$ 3,441,800.69
	10/24/24	198-200	\$ 13,114.34
	11/5/24	201	\$ 3,529.12
	11/12/24	202-206	\$ 11,129.32
	11/14/24	207-210	\$ 800.00
	11/19/24	211-212	\$ 94,444.27
	11/22/24	213-217	\$ 3,985,942.64
	11/26/24	218	\$ 200.00
	12/9/24	219-223	\$ 44,024.24
	12/10/24	224-225	\$ 1,420,014.81
	12/17/24	226-232	\$ 406,847.27
	12/19/24	233-235	\$ 10,016.10
	1/2/25	236-241	\$ 782,988.12
	1/8/25	242-243	\$ 3,729.11
	1/16/25	244-245	\$ 490,820.20
	1/23/25	246-250	\$ 131,965.82
			\$ 18,860,143.93

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/17/24	00018	6/30/24	022230	202409	300	20700	10200			*	597.50		
			031 GR FR#15						ABSOLUTE ENGINEERING, INC.			597.50	000170

9/18/24	00001	9/01/24	33	202409	310	51300	34000		MANAGEMENT FEES-SEP24	*	3,125.00		
		9/01/24	33	202409	310	51300	35200		WEBSITE MANAGEMENT-SEP24	*	100.00		
		9/01/24	33	202409	310	51300	35100		INFORMATION TECH-SEP24	*	150.00		
		9/01/24	33	202409	310	51300	31300		DISSEMINATION SVCS-SEP24	*	416.67		
		9/01/24	33	202409	310	51300	51000		OFFICE SUPPLIES	*	2.68		
		9/01/24	33	202409	310	51300	42000		POSTAGE	*	26.96		
		9/01/24	34	202409	320	53800	34000		FIELD MANAGEMENT-SEP24	*	625.00		
									GOVERNMENTAL MANAGEMENT SERVICES-CF			4,446.31	000171

9/23/24	00026	8/29/24	CHANGEOR	202409	300	20700	10200			*	19,098.00		
			31 CW FR#6										
		8/31/24	CHANGEOR	202409	300	20700	10200			*	11,445.00		
			031 CW FR#6						ATLANTIC TNG, LLC			30,543.00	000172

9/23/24	00034	8/31/24	CHANGEOR	202409	300	20700	10200			*	223.98		
			031 CW FR#6						FERGUSON WATERWORKS			223.98	000173

9/23/24	00027	8/31/24	CHANGEOR	202409	300	20700	10200			*	100,979.82		
			031 CW FR#6						FLORIDA SOIL CEMENT COMPANY LLC			100,979.82	000174

9/23/24	00024	8/31/24	CHANGEOR	202409	300	20700	10200			*	303,121.28		
			031 CW FR#6						FORTILINE WATERWORKS			303,121.28	000175

9/23/24	00017	8/30/24	PAYAPP#2	202409	300	20700	10200			*	4,076,336.73		
			031 CW FR#6										
		8/30/24	PAYAPP#7	202409	300	20700	10200			*	2,324,347.69		
			031 CW FR#6						QGS DEVELOPMENT, INC.			6,400,684.42	000176

9/23/24	00031	9/01/24	240040-0	202409	300	20700	10200			*	10,958.80		
			031 CW FR#7										

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		9/01/24 240041-0	202409 300-20700-10200		*	1,248.00	
		031 CW FR#7		ROBERTS CONSULTING SERVICES, INC.			12,206.80 000177
9/23/24	00028	8/31/24 PAYREQ#7	202409 300-20700-10200		*	972,907.54	
		031 CW FR#6		THE KEARNEY COMPANIES, LLC			972,907.54 000178
9/24/24	00002	9/23/24 26014	202409 310-51300-45000		*	89.00	
		GEN LIAB-PROPERTY ADDED		EGIS INSURANCE & RISK ADVISORS			89.00 000179
9/24/24	00001	9/15/24 35	202409 300-15500-10000		*	5,000.00	
		ASSESSMENT ROLL FY25		GOVERNMENTAL MANAGEMENT SERVICES-CF			5,000.00 000180
10/01/24	00018	8/31/24 022273	202409 300-20700-10200		*	1,177.50	
		031 GR FR#16		ABSOLUTE ENGINEERING, INC.			1,177.50 000181
10/01/24	00026	9/10/24 DEDUCTMA	202409 300-20700-10200		*	28,647.00	
		031 CW FR#8		ATLANTIC TNG, LLC			28,647.00 000182
10/03/24	00035	8/01/24 08012024	202408 330-57200-48400		*	3,529.11	
		PYGRND/EQUIP LEASE-AUG24					
		9/01/24 09012024	202409 330-57200-48400		*	3,529.11	
		PYGRND/EQUIP LEASE-SEP24					
		10/01/24 10012024	202410 330-57200-48400		*	3,529.12	
		PYGRND/EQUIP LEASE-OCT24					
		10/01/24 10012024	202410 300-15500-10000		*	3,529.11	
		PYGRND/EQUIP LEASE-NOV24		BOWPROP I, LLC			14,116.45 000183
10/17/24	00003	10/01/24 91553	202410 310-51300-54000		*	175.00	
		SPECIAL DISTRICT FEE-FY25		DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 000184
10/17/24	00002	10/01/24 26165	202410 310-51300-45000		*	2,959.00	
		ANNUAL PREMIUM INCREASE		EGIS INSURANCE & RISK ADVISORS			2,959.00 000185
10/17/24	00014	9/30/24 00067015	202409 310-51300-48000		*	383.20	
		NOT OF BOS MTG-9/24/24		GANNETT MEDIA CORP DBA			383.20 000186

CRSW CROSSWINDS EAS KCOSTA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/17/24	00032	9/30/24	14734	202409	320-53800-46200			*	3,600.00		
							1X MOW PRIOR TO BOARD APP				
10/01/24		14716		202410	320-53800-46200			*	4,097.00		
							LANDSCAPE MAINT-OCT24				
10/02/24		14733		202409	320-53800-46200			*	3,250.00		
							1X MOW FOR SEP24				
PRINCE & SONS, INC										10,947.00	000187
10/21/24	00026	9/19/24	CHANGEOR	202410	300-20700-10200			*	9,549.00		
							031 CW FR#10				
ATLANTIC TNG, LLC										9,549.00	000188
10/21/24	00027	9/30/24	CHANGEOR	202410	300-20700-10200			*	67,774.20		
							031 CW FR#10				
FLORIDA SOIL CEMENT COMPANY LLC										67,774.20	000189
10/21/24	00029	9/11/24	1019185	202410	300-20700-10200			*	16,411.64		
							031 CW FR#39				
		9/11/24	1019189	202410	300-20700-10200			*	15,219.24		
							031 CW FR#9				
HARRIS CIVIL ENGINEERS, LLC										31,630.88	000190
10/21/24	00013	9/10/24	10219	202410	300-20700-10200			*	1,197.00		
							031 GR FR#17				
KILINSKI VAN WYK PLLC										1,197.00	000191
10/21/24	00030	9/15/24	CHANGEOR	202410	300-20700-10200			*	19,422.00		
							031 CW FR#9				
MACK INDUSTRIES, INC.										19,422.00	000192
10/23/24	00024	9/30/24	CHANGEOR	202410	300-20700-10200			*	422,260.80		
							031 CW FR#11				
FORTILINE WATERWORKS										422,260.80	000193
10/23/24	00036	10/02/24	98012-2	202410	300-20700-10200			*	962.50		
							031 GR FR#18				
GEOPOINT SURVEYING, INC.										962.50	000194
10/23/24	00030	10/03/24	CHANGEOR	202410	300-20700-10200			*	56,712.00		
							031 CW FR#11				
MACK INDUSTRIES, INC.										56,712.00	000195
10/23/24	00017	9/27/24	PAYAPP#2	202410	300-20700-10200			*	856,966.19		
							031 CW FR#11				
		9/27/24	PAYAPP#7	202410	300-20700-10200			*	1,200,373.04		
							031 CW FR#11				
QGS DEVELOPMENT, INC.										2,057,339.23	000196

CRSW CROSSWINDS EAS KCOSTA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/23/24	00028	9/30/24	PAYMENTR 031 CW FR#11	202410	300	20700	10200		THE KEARNEY COMPANIES, LLC	*	904,526.16	904,526.16	000197
10/24/24	00037	10/04/24	1217 LICENSE FEE FOR FY24/25	202410	310	51300	31300		DISCLOSURE TECHNOLOGY SERVICES, LLC	*	2,500.00	2,500.00	000198
10/24/24	00001	10/01/24	36 MANAGEMENT FEES-OCT24	202410	310	51300	34000			*	3,333.33		
		10/01/24	36 WEBSITE MANAGEMENT-OCT24	202410	310	51300	35200			*	105.00		
		10/01/24	36 INFORMATION TECH-OCT24	202410	310	51300	35100			*	157.50		
		10/01/24	36 OFFICE SUPPLIES	202410	310	51300	51000			*	2.53		
		10/01/24	36 POSTAGE	202410	310	51300	42000			*	418.06		
		10/01/24	36 DISSEMINATION SVCS-OCT24	202410	310	51300	31300			*	500.00		
		10/01/24	37 FIELD MANAGEMENT-OCT24	202410	320	53800	34000		GOVERNMENTAL MANAGEMENT SERVICES-CF	*	1,250.00	5,766.42	000199
10/24/24	00013	10/17/24	10607 ATTORNEY SVCS-SEP24	202409	310	51300	31500		KILINSKI VAN WYK PLLC	*	4,847.92	4,847.92	000200
11/05/24	00035	11/05/24	11052024 PYGRND/EQUIP LEASE-DEC24	202411	300	15500	10000		BOWPROP I, LLC	*	3,529.12	3,529.12	000201
11/12/24	00038	10/30/24	18480 POND MAINTENANCE-OCT24	202410	320	53800	47000		AQUATIC WEED MANAGEMENT, INC	*	200.00	200.00	000202
11/12/24	00011	11/27/24	22425904 ENGINEERING SVCS-SEP24	202409	310	51300	31100		DEWBERRY ENGINEERS, INC.	*	435.00	435.00	000203
11/12/24	00014	10/31/24	00067482 NOT OF LANDOWNERS MTG	202410	310	51300	48000		GANNETT MEDIA CORP DBA	*	1,001.18	1,001.18	000204
11/12/24	00001	11/01/24	38 MANAGEMENT FEES-NOV24	202411	310	51300	34000			*	3,333.33		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/01/24	38		WEBSITE MANAGEMENT-NOV24	2024	11	310-51300-35200				*	105.00		
11/01/24	38		INFORMATION TECH-NOV24	2024	11	310-51300-35100				*	157.50		
11/01/24	38		DISSEMINATION SVCS-NOV24	2024	11	310-51300-31300				*	500.00		
11/01/24	38		OFFICE SUPPLIES	2024	11	310-51300-51000				*	.15		
11/01/24	38		POSTAGE	2024	11	310-51300-42000				*	50.16		
11/01/24	39		FIELD MANAGEMENT-NOV24	2024	11	320-53800-34000				*	1,250.00		
GOVERNMENTAL MANAGEMENT SERVICES-CF												5,396.14	000205
11/12/24	00032	11/01/24	LANDSCAPE MAINT-NOV24	2024	11	320-53800-46200			PRINCE & SONS, INC	*	4,097.00	4,097.00	000206
11/14/24	00039	9/25/24	SUPERVISOR FEES-9/25/24	2024	09	310-51300-11000			BOBBIE HENLEY	*	200.00	200.00	000207
11/14/24	00008	9/25/24	SUPERVISOR FEES-9/25/24	2024	09	310-51300-11000			JESSICA SPENCER	*	200.00	200.00	000208
11/14/24	00006	9/25/24	SUPERVISOR FEES-9/25/24	2024	09	310-51300-11000			LAUREN SCHWENK	*	200.00	200.00	000209
11/14/24	00007	9/25/24	SUPERVISOR FEES-9/25/24	2024	09	310-51300-11000			RENNIE HEATH	*	200.00	200.00	000210
11/19/24	00024	10/15/24	CHANGEOR 031 CW FR#12	2024	10	300-20700-10200				*	8,300.00		
		10/15/24	CHANGEOR 031 CW FR#12	2024	10	300-20700-10200			FORTILINE WATERWORKS	*	7,150.00	15,450.00	000211
11/19/24	00029	10/16/24	CHANGEOR 031 CW FR#12	2024	10	300-20700-10200				*	20,310.42		
		10/17/24	CHANGEOR 031 CW FR#12	2024	10	300-20700-10200			HARRIS CIVIL ENGINEERS, LLC	*	58,683.85	78,994.27	000212

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/22/24	00026	10/31/24	CHANGEOR 031 CW FR#13	202411	300	20700	10200		ATLANTIC TNG, LLC	*	2,951.00	2,951.00	000213
11/22/24	00024	10/30/24	CHANGEOR 031 CW FR#13	202411	300	20700	10200		FORTILINE WATERWORKS	*	3,404.00		
		10/30/24	CHANGEOR 031 CW FR#13	202411	300	20700	10200			*	1,790.00		
		10/31/24	CHANGEOR 031 CW FR#13	202411	300	20700	10200			*	286,960.53		
												292,154.53	000214
11/22/24	00030	10/30/24	CHANGEOR 031 CW FR#13	202411	300	20700	10200		MACK INDUSTRIES, INC.	*	844.00		
		10/30/24	CHANGEOR 031 CW FR#13	202411	300	20700	10200			*	3,450.00		
												4,294.00	000215
11/22/24	00017	10/25/24	PAYAPP#7 031 CW FR#13	202411	300	20700	10200		QGS DEVELOPMENT, INC.	*	1,195,385.18		
		10/31/24	PAYAPP#2 031 CW FR#13	202411	300	20700	10200			*	1,405,104.49		
												2,600,489.67	000216
11/22/24	00028	10/31/24	PAYREQUE 031 CW FR#13	202411	300	20700	10200		THE KEARNEY COMPANIES, LLC	*	1,086,053.44		
												1,086,053.44	000217
11/26/24	00038	11/26/24	18637 POND MAINTENANCE-NOV24	202411	320	53800	47000		AQUATIC WEED MANAGEMENT, INC	*	200.00		
												200.00	000218
12/09/24	00035	12/05/24	12052024 PYGRND/EQUIP LEASE-JAN25	202412	300	15500	10000		BOWPROP I, LLC	*	3,529.11		
												3,529.11	000219
12/09/24	00001	10/31/24	40 STRAIGHTENED STREET SIGNS	202410	320	53800	48000		GOVERNMENTAL MANAGEMENT SERVICES-CF	*	616.43		
												616.43	000220
12/09/24	00013	11/17/24	10668 ATTORNEY SVCS-OCT24	202410	310	51300	31500		KILINSKI VAN WYK PLLC	*	2,661.75		
												2,661.75	000221
12/09/24	00029	11/11/24	1019418 031 CW FR#14	202411	300	20700	10200		HARRIS CIVIL ENGINEERS, LLC	*	12,963.28		
												12,963.28	000222

CRSW CROSSWINDS EAS KCOSTA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/09/24	00031	10/01/24	240040-0	202411	300	20700	10200			*	5,699.08		
			031 CW FR#14										
10/01/24		240041-0	202411	300	20700	10200				*	8,619.00		
			031 CW FR#14										
11/01/24		240040-0	202411	300	20700	10200				*	2,893.09		
			031 CW FR#14										
11/01/24		240041-0	202411	300	20700	10200				*	7,042.50		
			031 CW FR#14										
									ROBERTS CONSULTING SERVICES, INC.			24,253.67	000223
12/10/24	00024	11/21/24	CHANGEOR	202412	300	20700	10200			*	4,461.32		
			031 CW FR#15										
									FORTILINE WATERWORKS			4,461.32	000224
12/10/24	00017	11/30/24	PAYAPP#2	202412	300	20700	10200			*	366,406.73		
			031 CW FR#15										
11/30/24		PAYAPP#7	202412	300	20700	10200				*	1,049,146.76		
			031 CW FR#15										
									QGS DEVELOPMENT, INC.			1,415,553.49	000225
12/17/24	00013	11/17/24	10670	202412	300	20700	10200			*	609.00		
			031 GR FR#19										
12/07/24		10991	202411	310	51300	31500			ATTORNEY SVCS-NOV24	*	455.95		
11/17/24		10670	202412	300	20700	10200			031 GR FR#19	V	609.00-		
12/07/24		10991	202411	310	51300	31500			ATTORNEY SVCS-NOV24	V	455.95-		
									KILINSKI VAN WYK PLLC			.00	000226
12/17/24	00030	11/27/24	CHANGEOR	202412	300	20700	10200			*	5,499.00		
			031 CW FR#16										
									MACK INDUSTRIES, INC.			5,499.00	000227
12/17/24	00032	12/01/24	15528	202412	320	53800	46200			*	4,097.00		
			LANDSCAPE MAINT-DEC24										
12/01/24		15528	202412	320	53800	46200			LANDSCAPE MAINT-DEC24	V	4,097.00-		
									PRINCE & SONS, INC			.00	000228
12/17/24	00031	12/01/24	240040-1	202412	300	20700	10200			*	7,691.09		
			031 CW FR#16										
12/01/24		240041-0	202412	300	20700	10200				*	8,630.00		
			031 CW FR#16										
									ROBERTS CONSULTING SERVICES, INC.			16,321.09	000229

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/17/24	00019	12/03/24	2030	202412	300	20700	10200		SIGNATURE PRIVACY WALLS OF FLORIDA	*	304,698.66	304,698.66	000230
12/17/24	00028	11/30/24	PAYMENTR	202412	300	20700	10200		THE KEARNEY COMPANIES, LLC	*	79,719.52	79,719.52	000231
12/17/24	00013	11/17/24	10670	202412	300	20700	10200		KILINSKI VAN WYK PLLC	*	609.00	609.00	000232
12/19/24	00001	12/01/24	41	202412	310	51300	34000		MANAGEMENT FEES DEC 24	*	3,333.33		
		12/01/24	41	202412	310	51300	35200		WEBSITE ADMIN DEC 24	*	105.00		
		12/01/24	41	202412	310	51300	35100		INFORMATION TECH DEC 24	*	157.50		
		12/01/24	41	202412	310	51300	31300		DISSEMINATION SVC DEC 24	*	500.00		
		12/01/24	41	202412	310	51300	51000		OFFICE SUPPLIES	*	.33		
		12/01/24	41	202412	310	51300	42000		POSTAGE	*	116.99		
		12/01/24	42	202412	320	53800	34000		FIELD MANAGEMENT DEC 24	*	1,250.00		
									GOVERNMENTAL MANAGEMENT SERVICES-CF			5,463.15	000233
12/19/24	00013	12/07/24	10991	202411	310	51300	31500		ATTORNEY SVCS-NOV24	*	455.95	455.95	000234
12/19/24	00032	12/01/24	15528	202412	320	53800	46200		LANDSCAPE MAINT-DEC24	*	4,097.00	4,097.00	000235
1/02/25	00026	11/30/24	CHANGEOR	202412	300	20700	10200		ATLANTIC TNG, LLC	*	3,030.00	3,030.00	000236
1/02/25	00027	11/30/24	CHANGEOR	202412	300	20700	10200		FLORIDA SOIL CEMENT COMPANY LLC	*	33,623.98	33,623.98	000237
1/02/25	00024	10/12/24	CHANGEOR	202412	300	20700	10200			*	432.00		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		11/30/24	CHANGEOR 031 CW FR#17	202412	300	20700	10200		FORTILINE WATERWORKS	*	144,806.00	145,238.00	000238
1/02/25	00036	11/30/24	0100015- 031 CW FR#17	202412	300	20700	10200		GEOPOINT SURVEYING, INC.	*	105.00	105.00	000239
1/02/25	00040	12/04/24	3907916 031 CW FR#18	202412	300	20700	10200		HUB INTERNATIONAL MIDWEST WEST	*	97,724.00	97,724.00	000240
1/02/25	00017	12/31/24	PAYAPP#2 031 CW FR#17	202412	300	20700	10200		QGS DEVELOPMENT, INC.	*	304,651.72	503,267.14	000241
		12/31/24	PAYAPP#7 031 CW FR#17	202412	300	20700	10200			*	198,615.42		
1/08/25	00038	12/23/24	18773 POND MAINTENANCE-DEC24	202412	320	53800	47000		AQUATIC WEED MANAGEMENT, INC	*	200.00	200.00	000242
1/08/25	00035	1/03/25	01032025 PYGRND/EQUIP LEASE-FEB25	202501	300	15500	10000		BOWPROP I, LLC	*	3,529.11	3,529.11	000243
1/16/25	00029	12/12/24	1019537 031 CW FR#19	202501	300	20700	10200		HARRIS CIVIL ENGINEERS, LLC	*	9,745.20	9,745.20	000244
1/16/25	00019	12/27/24	2058 031 CW FR#19	202501	300	20700	10200		SIGNATURE PRIVACY WALLS OF FLORIDA	*	481,075.00	481,075.00	000245
1/23/25	00027	12/31/24	CHANGEOR 031 CW FR#20	202501	300	20700	10200		FLORIDA SOIL CEMENT COMPANY LLC	*	14,916.16	14,916.16	000246
1/23/25	00024	12/31/24	CHANGEOR 031 CW FR#20	202501	300	20700	10200		FORTILINE WATERWORKS	*	25,760.45	25,760.45	000247
1/23/25	00029	11/13/24	1019471 031 CW FR#20	202501	300	20700	10200		HARRIS CIVIL ENGINEERS, LLC	*	40,675.53	40,675.53	000248

CRSW CROSSWINDS EAS KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/23/25	00041	12/23/24 35559	202501 300-20700-10200		*	2,000.00	
		031 CW FR#20		INNOVATIONS DESIGN GROUP, INC.			2,000.00 000249
1/23/25	00028	12/27/24 24738	202501 300-20700-10200		*	9,000.00	
		031 CW FR#20					
		12/31/24 PAYMENTR	202501 300-20700-10200		*	39,613.68	
		031 CW FR#20		THE KEARNEY COMPANIES, LLC			48,613.68 000250
TOTAL FOR BANK A						18,860,143.93	
TOTAL FOR REGISTER						18,860,143.93	

SECTION 2

Crosswinds East
Community Development District

Unaudited Financial Reporting
December 31, 2024



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Series 2024 A1 Debt Service Fund</u>
5	<u>Series 2024 A2 Debt Service Fund</u>
6	<u>Series 2024 A1 Capital Projects Fund</u>
7	<u>Series 2024 A2 Capital Projects Fund</u>
8-9	<u>Month to Month</u>
10	<u>Long Term Debt Report</u>

Crosswinds East
Community Development District
Combined Balance Sheet
December 31, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 792,843	\$ -	\$ -	\$ 792,843
Due from Developer	\$ 163	\$ -	\$ -	\$ 163
<u>Investments:</u>				
<i>Series 2024 A1</i>				
Construction	\$ -	\$ -	\$ 583	\$ 583
Interest	\$ -	\$ 110	\$ -	\$ 110
Reserve	\$ -	\$ 1,783,400	\$ -	\$ 1,783,400
Revenue	\$ -	\$ 69,608	\$ -	\$ 69,608
<i>Series 2024 A2</i>				
Construction	\$ -	\$ -	\$ 1,364,670	\$ 1,364,670
Reserve	\$ -	\$ 428,984	\$ -	\$ 428,984
Revenue	\$ -	\$ 211	\$ -	\$ 211
Prepaid Expenses	\$ 3,529	\$ -	\$ -	\$ 3,529
Total Assets	\$ 796,535	\$ 2,282,312	\$ 1,365,253	\$ 4,444,100
Liabilities:				
Accounts Payable	\$ 796,217	\$ -	\$ -	\$ 796,217
Total Liabilities	\$ 796,217	\$ -	\$ -	\$ 796,217
Fund Balance:				
Restricted For:				
Debt Services - Series 2024 A1	\$ -	\$ 1,853,117	\$ -	\$ 1,853,117
Debt Services - Series 2024 A2	\$ -	\$ 429,194	\$ -	\$ 429,194
Capital Projects - Series 2024 A1	\$ -	\$ -	\$ 583	\$ 583
Capital Projects - Series 2024 A2	\$ -	\$ -	\$ 1,364,670	\$ 1,364,670
Unassigned	\$ 318	\$ -	\$ -	\$ 318
Total Fund Balances	\$ 318	\$ 2,282,312	\$ 1,365,253	\$ 3,647,883
Total Liabilities & Fund Balance	\$ 796,535	\$ 2,282,312	\$ 1,365,253	\$ 4,444,100

Crosswinds East
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2024

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
Revenues:				
Assessments - On Roll	\$ 277,200	\$ -	\$ -	\$ -
Assessments - Direct (Unplatted)	\$ 50,000	\$ 25,000	\$ 20,348	\$ (4,652)
Developer Contributions	\$ 249,660	\$ -	\$ -	\$ -
Total Revenues	\$ 576,860	\$ 25,000	\$ 20,348	\$ (4,652)

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 3,000	\$ -	\$ 3,000
Engineering	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Attorney	\$ 60,000	\$ 15,000	\$ 5,937	\$ 9,063
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 450	\$ 450	\$ -	\$ 450
Dissemination	\$ 5,000	\$ 1,250	\$ 4,000	\$ (2,750)
Trustee Fees	\$ 4,020	\$ -	\$ -	\$ -
Management Fees	\$ 40,000	\$ 10,000	\$ 10,000	\$ 0
Information Technology	\$ 1,890	\$ 473	\$ 473	\$ -
Website Maintenance	\$ 1,260	\$ 315	\$ 315	\$ -
Postage & Delivery	\$ 250	\$ 63	\$ 585	\$ (523)
Insurance	\$ 5,980	\$ 5,980	\$ 8,367	\$ (2,387)
Copies	\$ 750	\$ 188	\$ -	\$ 188
Legal Advertising	\$ 10,000	\$ 2,500	\$ 1,001	\$ 1,499
Other Current Charges	\$ 2,500	\$ 625	\$ 388	\$ 237
Office Supplies	\$ 625	\$ 156	\$ 3	\$ 153
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 168,900	\$ 48,924	\$ 36,244	\$ 12,680

Operations & Maintenance

Field Expenditures

Property Insurance	\$ 8,000	\$ 8,000	\$ -	\$ 8,000
Field Management	\$ 15,000	\$ 3,750	\$ 3,750	\$ -
Landscaping Replacement	\$ 7,500	\$ 1,875	\$ -	\$ 1,875
Streetlights	\$ 18,000	\$ 4,500	\$ 1,494	\$ 3,006
Electric	\$ 2,000	\$ 500	\$ 243	\$ 257
Water & Sewer	\$ 15,000	\$ 3,750	\$ -	\$ 3,750
Landscape Maintenance	\$ 58,500	\$ 14,625	\$ 12,291	\$ 2,334
Lake Maintenance	\$ -	\$ -	\$ 600	\$ (600)
Irrigation Repairs	\$ 3,500	\$ 875	\$ -	\$ 875
Maintenance	\$ 8,500	\$ 2,125	\$ 1,868	\$ 257
Field Contingency	\$ 100,000	\$ 25,000	\$ -	\$ 25,000
Subtotal Field Expenditures	\$ 236,000	\$ 65,000	\$ 20,246	\$ 44,754

Crosswinds East

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/24	Thru 12/31/24	Variance
Amenities Expenditures				
Amenity - Electric	\$ 2,600	\$ 650	\$ -	\$ 650
Amenity - Water	\$ 6,000	\$ 1,500	\$ -	\$ 1,500
Playground & Furniture Lease	\$ 50,000	\$ 12,500	\$ 10,587	\$ 1,913
Internet	\$ 2,000	\$ 500	\$ -	\$ 500
Amenity Landscaping	\$ 6,500	\$ 1,625	\$ -	\$ 1,625
Replacement	\$ 3,500	\$ 875	\$ -	\$ 875
Amenity Irrigation Repairs	\$ 2,500	\$ 625	\$ -	\$ 625
Pest Control	\$ 1,500	\$ 375	\$ -	\$ 375
Janitorial Services	\$ 16,160	\$ 4,040	\$ -	\$ 4,040
Security Services	\$ 30,000	\$ 7,500	\$ -	\$ 7,500
Pool Maintenance	\$ 23,700	\$ 5,925	\$ -	\$ 5,925
Maintenance	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
Amenity Access Management	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
Amenities Contingency	\$ 7,500	\$ 1,875	\$ -	\$ 1,875
Subtotal Amenity Expenditures	\$ 171,960	\$ 42,990	\$ 10,587	\$ 32,403
Total Operations & Maintenance	\$ 407,960	\$ 107,990	\$ 30,834	\$ 77,156
Total Expenditures	\$ 576,860	\$ 156,914	\$ 67,077	\$ 89,836
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (46,729)	
Fund Balance - Beginning	\$ -		\$ 47,047	
Fund Balance - Ending	\$ -		\$ 318	

Crosswinds East
Community Development District
Series 2024 Assessment Area 1 Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2024

	Adopted Budget	Projected Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
Revenues:				
Assessments	\$ 1,783,400	\$ -	\$ -	-
Interest	\$ -	\$ -	\$ 22,816	\$ (22,816)
Total Revenues	\$ 1,783,400	\$ -	\$ 22,816	\$ (22,816)
Expenditures:				
<i>Series 2024</i>				
Interest - 11/1	\$ 713,200	\$ 713,200	\$ 713,200	-
Principal - 5/1	\$ 365,000	\$ -	\$ -	-
Interest - 5/1	\$ 713,200	\$ -	\$ -	-
Total Expenditures	\$ 1,791,400	\$ 713,200	\$ 713,200	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (8,000)	\$ (713,200)	\$ (690,384)	\$ (22,816)
Fund Balance - Beginning	\$ 752,718		\$ 2,543,391	
Fund Balance - Ending	\$ 744,718		\$ 1,853,117	

Crosswinds East
Community Development District
Series 2024 Assessment Area 2 Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2024

	Adopted Budget	Projected Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
Revenues:				
Assessments	\$ -	\$ -	\$ -	-
Interest	\$ -	\$ -	\$ 4,897	\$ (4,897)
Total Revenues	\$ -	\$ -	\$ 4,897	\$ (4,897)
Expenditures:				
<i>Series 2024</i>				
Interest - 11/1	\$ -	\$ -	\$ 57,605	\$ (57,605)
Principal - 5/1	\$ -	\$ -	\$ -	-
Interest - 5/1	\$ -	\$ -	\$ -	-
Total Expenditures	\$ -	\$ -	\$ 57,605	\$ (57,605)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (52,708)	\$ 52,708
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (4,687)	\$ 4,687
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (4,687)	
Net Change in Fund Balance	\$ -	\$ -	\$ (57,394)	
Fund Balance - Beginning	\$ 752,718		\$ 486,589	
Fund Balance - Ending	\$ 752,718		\$ 429,194	

Crosswinds East
Community Development District
Series 2024 Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2024

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
Revenues				
Developer Contributions	\$ -	\$ -	\$ 6,523,992	\$ 6,523,992
Interest	\$ -	\$ -	\$ 8	\$ 8
Total Revenues	\$ -	\$ -	\$ 6,523,999	\$ 6,523,999
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 6,523,992	\$ (6,523,992)
Total Expenditures	\$ -	\$ -	\$ 6,523,992	\$ (6,523,992)
Excess (Deficiency) of Revenues over Expenditure	\$ -	\$ -	\$ 8	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ (110)	\$ (110)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (110)	\$ (110)
Net Change in Fund Balance	\$ -	\$ -	\$ (102)	
Fund Balance - Beginning	\$ -	\$ -	\$ 684	
Fund Balance - Ending	\$ -	\$ -	\$ 583	

Crosswinds East
Community Development District
Series 2024 Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2024

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
Revenues				
Interest	\$ -	\$ -	\$ 55,118	\$ 55,118
Total Revenues	\$ -	\$ -	\$ 55,118	\$ 55,118
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 3,783,951	\$ (3,783,951)
Total Expenditures	\$ -	\$ -	\$ 3,783,951	\$ (3,783,951)
Excess (Deficiency) of Revenues over Expenditure	\$ -	\$ -	\$ (3,728,833)	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 4,687	\$ 4,687
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 4,687	\$ 4,687
Net Change in Fund Balance	\$ -	\$ -	\$ (3,724,147)	
Fund Balance - Beginning	\$ -	\$ -	\$ 5,088,817	
Fund Balance - Ending	\$ -	\$ -	\$ 1,364,670	

Crosswinds East
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - On Roll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessments - Direct (Unplatted)	\$ -	\$ 20,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,348
Boundary Amendment Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lot Closings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ 20,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,348
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 2,662	\$ 456	\$ 2,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,937
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 3,000	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,333	\$ 3,333	\$ 3,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Information Technology	\$ 158	\$ 158	\$ 158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 473
Website Maintenance	\$ 105	\$ 105	\$ 105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315
Postage & Delivery	\$ 418	\$ 50	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 585
Insurance	\$ 8,367	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,367
Copies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ 1,001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,001
Boundary Amendment Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ 174	\$ 107	\$ 107	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 388
Office Supplies	\$ 3	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 24,395	\$ 4,709	\$ 7,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,244

Crosswinds East
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750
Landscaping Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ 440	\$ 527	\$ 527	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,494
Electric	\$ 67	\$ 77	\$ 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 243
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ 4,097	\$ 4,097	\$ 4,097	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,291
Lake Maintenance	\$ 200	\$ 200	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance	\$ 616	\$ 1,252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,868
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Field Expenditures	\$ 6,670	\$ 7,403	\$ 6,173	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,246
Amenities Expenditures													
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground & Furniture Lease	\$ 3,529	\$ 3,529	\$ 3,529	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,587
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Landscaping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenities Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Amenity Expenditures	\$ 3,529	\$ 3,529	\$ 3,529	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,587
Total Operations & Maintenance	\$ 10,199	\$ 10,932	\$ 9,702	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,834
Total Expenditures	\$ 34,594	\$ 15,641	\$ 16,842	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,077
Excess (Deficiency) of Revenues over Ex	\$ (34,594)	\$ 4,707	\$ (16,842)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (46,729)

Crosswinds East

Community Development District

Long Term Debt Report

Series 2024 Assessment Area 1, Special Assessment Revenue Bonds		
Interest Rate:	4.625%, 5.500%, 5.800%%	
Maturity Date:	5/1/2054	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$1,783,400	
Reserve Fund Balance	\$1,783,400	
Bonds Outstanding - 2/29/24		\$25,785,000
Current Bonds Outstanding		\$25,785,000

Series 2024 Assessment Area 2, Special Assessment Revenue Bonds		
Interest Rate:	4.500%, 5.150%, 5.450%	
Maturity Date:	5/1/2054	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$428,984	
Reserve Fund Balance	\$428,984	
Bonds Outstanding - 8/29/24		\$6,400,000
Current Bonds Outstanding		\$6,400,000

Crosswinds East
Community Development District
Assessment Receipt Schedule
Fiscal Year 2025

ON ROLL ASSESSMENTS

Gross Assessments	\$	298,063.92	\$	281,505.84	\$	579,569.76
Net Assessments	\$	277,199.45	\$	261,800.43	\$	538,999.88

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	5143%		4857%		100.00%	
							General Fund	2024 AA1 Debt Service	Total			
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	0%	Net Percent Collected
\$ 538,999.88		Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

GLK Real Estate 2025-01			Net Assessments	\$ 1,562,296.69	\$ 40,696.69	\$ 1,521,600.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Amt Received General Fund	Amt Received Series 2024 A1
11/20/24	10/1/24	2428	\$20,348.34	\$20,348.34	\$20,348.34	
	2/1/25		\$10,174.17			
	3/15/25		\$920,149.46			
	5/1/25		\$10,174.17			
	9/15/25		\$601,450.53			
			\$ 1,562,296.67	\$ 20,348.34	\$ 20,348.34	\$ -

GLK Real Estate 2025-02			Net Assessments	\$ 438,287.06	\$ 9,303.31	\$ 428,983.75
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Amt Received General Fund	Amt Received Series 2024 A2
	10/1/24		\$4,651.66			
	2/1/25		\$2,325.83			
	3/15/25		\$263,881.25			
	5/1/25		\$2,325.83			
	9/15/25		\$165,102.50			
			\$ 438,287.07	\$ -	\$ -	\$ -