

**WINDING CYPRESS  
TRANSITION COMMITTEE  
REPORT**

# INTRODUCTION

Winding Cypress is a planned development community, governed by a Homeowners Association and under the authority granted by Florida Statute Title XL, Chapter 720, and commonly called Homeowner Associations. It was established in 2014 and development occurred thereafter.

The community was run by a developer majority board, with one (1) homeowner member joining the Board, after the requirements of chapter 720, for the addition of a homeowner to the Board, was met. Thereafter, in 2021, in compliance with Chapter 720, § 720.307(1)(a), the developer, anticipating that 90% of the parcels contained within Winding Cypress would be conveyed, called for a Transition Committee, to be populated by members of the community.

An announcement was circulated requesting applicants for inclusion on the Transition Committee in June 2021. Applicants submitted correspondence of interest and individual resumes. The current HOA Developer run board, thereafter, conducted a zoom call interview process and thereafter, chose applicants. The Board additionally established the Transition Committee, to consist of a chairman and seven (7) sub-committees, with each headed by a sub-committee chair. In addition to a chairman, the subcommittees consisted of the following: Access Control/Security, Architectural Control, Buildings & Grounds, Finance, Insurance & Contracts, Legal & Governance and Ponds & Preserves. The Board populated each chair and the members of the committees, as follows, consisting of thirty-eight (38) members, and thereafter, work was begun.

Chairman: Michael M Rubbinaccio

Access Control/Security Chair: Cary Tamberino, Bill Bell, Danny May, Stacy Nelms

Architectural Control Chair: Nihuel Martinovic, Veronica Asafaylo, James Munley, Anthony Simeone

Buildings & Grounds Chair: Bill Romano, Bonnie Bell, Michael Bevacqua, Vince D'Andrea, Michael Kaufman, Louis LaBarba

Finance Chair: Jeff Gordon, Richard Becker, Steve Bocamazo, Gary Galia, Steve Melnyk, Steve Shedd, James Sullivan

Insurance & Contracts Chair: Bill Powell, Frank Bepko, Linda Herzog, Greg Kroeger, Lisa McNeil, Marsha Palmer

Legal & Governance Chair: James Schopp, Michael Borriss, Gregory Hanley, Joseph Heavy, John Marinucci, Gunars Zikmanis

Ponds & Preserves Chair: John Jensen, Patrick Ciriello, Michael Memoli, Alex Petrovsky

# MISSION

The mission of the Transition Committee was to facilitate a seamless and transparent transfer of ownership and oversight between the Community Developer and the Homeowner's Association.

# AUTHORITY

The Transition Committee served as an advisory level committee and at the pleasure of the Board of Directors, of the Winding Cypress Homeowner Association, a majority developer run Board. The authority of the Transition Committee was limited to development of an understanding of what transition to resident control is and how it works. The Transition Committee was not authorized to obligate the Homeowner's Association financially nor legally in any manner.

# RESPONSIBILITIES

Consistent with its delegated authority, the sub-committees were instructed to gather any documents and generally develop an understanding of all conditions and issues within their respective committee areas of responsibility. Once received, they were to individually review and analyze all information received, following up as necessary, to identify any issues and areas of concern that the new homeowner run board would need to address and or resolve. Items requested but not received would be noted and any pending matters, at the conclusion of the entire committees' work, would be duly noted. Finally, each sub-committee would need to prepare a report outlining all of the above, within their responsibilities, which would culminate in a comprehensive report, contained herein. The volunteer members worked long and hard to accomplish their goals and are lauded for their contributions to this report. This is the Final Report of the Transition Committee.

# **Transition Committee Mission - Facilitate a seamless and transparent transfer of ownership between the Community Developer and the Homeowner's Association**

## **Governance/Legal Committee**

Michael Borris

Gregory Hanley

Joseph Heavey

John Marinucci

James Schopp - Committee Chair

Gunars Zikmanis

This committee was given the task to study the existing governance documents for the purpose of comparing our policies with current practices and to give the new board a “heads-up” regarding specific language that can give them an insight to set the future direction for our HOA.

The governance committee was made up of six Winding Cypress residents. We studied the following documents:

1. Articles of Incorporation
2. Bylaws
3. Rules and Regulations
4. Rules governing the inspection of official records
5. Compliance and fining recommendations
6. Amendments (50) - including an additional amendment regarding the villas.

While reviewing these documents, the committee thought it best to focus the new board on language that is either outdated, incorrect, or not in the best interest of Winding Cypress residents. As this committee was not empowered to make any specific changes to the governing documents, we decided that we would highlight certain areas and approach possible changes with either a suggestion or a question for future board discussions.

## **Document Review, Questions and Suggestions**

### **Declaration of Covenants:**

Page 1 - second paragraph - “up to 924 residential units” Should be changed to 766?

Page 6 - 2.3 - Cost Sharing Agreement - since we no longer have an agreement with

Verona Walk - is this something we need? However, the Verona Walk residents are still

using the gate that is located at the Winding Cypress entrance (pedestrian and bicyclists)

Page 9 - 4.1 C - Neighborhood Assessments - what would that entail?

Page 16 - 6.1 C - Easements - The Oak trees appear to be problematic because of their root system and placement in close proximity of sidewalks and structures . As many of these trees are on either HOA properties or home easements, who is ultimately responsible? It appears that the HOA must accept “as is, where is” page 17. (Also see Amendment 27 exhibit A).

Page 27 - 9.17 - “After the turnover date, the developer’s approval shall also be required as long as the developer owns a parcel or other property within Winding Cypress”

Page 33 - 12.4 Leasing - (also Amendment 21 Exhibit A) Suggestion - Minimum of 6 months with a maximum of 12 months. Also add - no subleasing. It should be the owners responsibility to notify both the HOA and security of the leasing information.

Page 34 - 14.5 - Limitations on Amendments - “As long as the developer holds title to any parcel, or property in Winding Cypress, no amendments to this declaration .....shall be executed without the prior written consent and joinder of the developer....”

## **Articles of Incorporation:**

Page 2 - F - “To approve or disapprove the transfer, leasing, and occupancy of parcels...” Does WC have the right to disapprove a buyer, etc??

Page 3 - C - Vote required - “As long as the developer owns a parcel, an amendment to these Articles shall not be effective if it affects.....”

## **Bylaws:**

Page 1 - 1.1 - Principal Office - take Divosta out

Page 4 - 3.9 - Minutes - would suggest stating where and how stored (electronically, hard copies?)

Page 4 - 4.1 - last paragraph - No voting by proxy - do we want that?

Page 6 - 4.4 - “...any or all directors may be removed with or without cause....” Do we really want to be able to dismiss a director without cause??

Page 7 - 4.10 - “Members may not vote by proxy or by secret ballot...” Would we ever want to allow the directors to vote secret or by proxy?

Page 7 - 4.13 - may be compensated with expenditure pre-approval of the Board (can the one developer member charge the Board for milage, etc.?)

Page 8 - 6.1 “ ...build out basis” What does that mean?

Page 8 - 6.3 - “... may include...” Should read must include

Page 11 - 8.1B - “reasonable” - what is reasonable? “Fines shall not be secured by lien...” Do we really want to take that option away??

Page 11 - 8.1C - fines should be clearly stated and a process set (see appendix A)

## **Rules and Regulations:**

Page 1 - 3 - Do we want to put in something about noise restrictions?

Page 2 A - (and Amendment 30 exhibit A -9.7) What actually constitutes a commercial vehicle?

Page 3 - Antennas and flagpoles - (satellite dishes) - this area should be rewritten to match the Winding Cypress practice. What about those homes who are not in compliance?

Page 5 - 17 - "After the turnover date, the developer's approval shall be required as long as the developer owns a parcel or other property with Winding Cypress." Does this mean that even though there is now a WC Board - the developer's represented can veto decisions made by the Board? What if the developer holds onto a single property? What actually constitutes 5%? Is it home/parcels, any land within the WC boundaries?

Page 6 - 23 - Golf Carts - May cart drivers go wherever they choose within WC? Such as grassy areas in neighborhoods or up by the sales center?

**New Language:** Now that WC is going to own a device to help control speeding and may be used to issue speeding warnings and fines within the community, there should probably be additional language created to cover the usage of this technology.

## **Villas - Amendment 38 - Exhibit A**

4.1 (G 1, 2) "Pro rata share" of villa assessments. Perhaps a definition or possibly a percentage of share of parcel. The assessments seem not to be in line with the assessments of the single family homes.

7.2.1.4 - Provides for the association to have the right to but not the obligation to do repairs. If that right is exercised because of the owners inability or neglect, who pays for this? The owner is violating their covenant to maintain their parcel.

7.2.1.6 - Obligation of the owner to maintain casualty insurance. "The association **MAY** request verification of such insurance. Ambiguous....

7.2.1.7 - Party fences - As a community, do we want villa owners erecting fences of any kind?

9.12 & 9.15 - this allows for fences/walls for exterior equipment (i.e. antennas/dishes, pool equipment, etc.) - is in conflict with rules and regulations regarding fences. Perhaps a solution using plantings would be a better route to follow?

## **Rules governing inspection and copying of official records**

No changes needed

## **Appendix #1 Process, Compliance, and Fining**

It has been suggested that a compliance committee be established to regulate and assure that the Winding Cypress Association rules and regulations are being followed by all residents and to assert that appropriate consequences are administered in a non-bias manner. This committee would be an advisory Board committee, and responsible to the HOA director and WC Board.

As it stands now, there is a compliance committee in place but has never been utilized. This committee was established by the current board and HOA director. The committee then created the attached document that outlines various rules and regulations, defines possible violations, and sets the fining process.

Since this committee was never actually utilized to the fullest extent and our current HOA director is overwhelmed with compliance issues, it would be this committee's suggestion that the use of the compliance committee be extended to enable our HOA director to focus her time on other details with the compliance committee reporting directly to her.

### **See Attached Documents**

Attached with this document you will find:

1. The compliance/fining, Board approved, policy created in conjunction with WC resident committee.
2. The fining schedule
3. Notification letter template

**Signed:** James Schopp  
**Dr. James Schopp - Chair**



**Winding Cypress Homeowner Association, Inc.**  
**7180 Winding Cypress Drive**  
**Naples, Florida 34114**  
**April 19, 2019**

## **Winding Cypress HOA, INC. Fining Policy**

In the matter of violations of the Covenants Conditions and Restrictions of Winding Cypress Homeowners Association Inc., and all posted and written Rules and Regulations as set forth by the Board of Directors, the following fining policy has been developed per Florida Statute 720 Homeowner Association Law and the Winding Cypress governing documents.

1. First Notice of Violation: **Courtesy Letter (Warning of Violation)**

Letter is to be sent by posted mail and email to the Owner in Violation.

Letter is to explain the violation, cite the violation in the document containing the rule or regulation, and offer corrective measure. The correction is expected immediately, however Owner is responsible for communicating to Manager and the Board of Directors if more time is needed to correct.

If the same violation occurs and the Owner in Violation is again in violation, it is deemed a second violation and the Second Violation Letter with Notice of Fine is sent by post, Certified Mail with Return Receipt Request and email.

If a different violation occurs to the same Owner originally in Violation, it is deemed a First Violation and a Courtesy Letter (Warning of Violation) will be sent.

2. Second Notice of Violation: **Second Violation Notice of Intent to Fine**

Letter to be sent by posted mail, Certified Mail with Return Receipt Request and email.

Letter will explain the reason for the fine (second violation) and the amount of fine due (as per the Fining Schedule).

Letter will clearly state the date fine is due (within 14 days) and will offer the right to a hearing before the committee appointed by the Board of Directors, which shall be three to five members of the Covenants Committee. Written request for hearing must be received within 14 days of the date of the Second Notice of Violation with Intent to Fine.



3. If a hearing is not requested the fine is imposed at the 14-day date.
  
4. If a hearing is requested the committee will set a date to hold the hearing within 14 days of the receipt of the written request.

Subject of Use Restriction	Article	Corresponding Article from the Covenants, Conditions & Restrictions	Fine
Residential Purposes (Business Activity)	Article 9	<p>9.1 No Parcel shall be used for other than Single-Family residential purposes, except that Parcels, or portions of Parcels may be used by the Developer and Builders for offices, sales offices or models. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit, (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into Winding Cypress who do not reside in Winding Cypress or door-to-door solicitation of occupants of Winding Cypress; and (d) the business activity is consistent with the residential character of Winding Cypress and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units. The use of a Unit as a public lodging establishment shall be deemed a business or trade use. The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.</p>	Warning, \$100

<b>Signs</b>	<b>Article 9</b>	<p>9.2 <u>Signs.</u> No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within Winding Cypress without the prior written consent of the Board of Directors or in accordance with the Rules and Regulations, Architectural Review Guidelines, except in connection with the sale or resale of Parcels by the Developer, Builders or as may be required by legal or zoning proceedings. Signs which are permitted within Winding Cypress may be restricted as to the size, color, lettering, materials and location of such signs. The Board of Directors, the Developer and Builders shall have the right to erect signs as they, in their discretion, deem appropriate, except that no Builder may erect a sign without the prior written approval of the Developer. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted inside or outside of Winding Cypress be permitted within Winding Cypress without the express written consent of the Board of Directors, or unless they are installed by the Developer. No sign shall be nailed or otherwise attached to trees.</p>	<b>Warning,\$25</b>
<b>Nuisance</b>	<b>Article 9</b>	<p>9.3 <u>Nuisance.</u> Nothing shall be done upon any Parcel or in any Neighborhood or in the Common Area which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature.</p>	<b>Warning,\$50</b>
<b>Nuisance</b>	<b>Article 9</b>	<p>All residents shall observe the vehicular speed limits and any rules posted on signs in the Common Area.</p>	<b>Warning,\$25</b>
<b>Underground Utility Lines and Service</b>	<b>Article 9</b>	<p>9.4 All electric, telephone, gas and other utility lines shall be installed underground, except for temporary lines as required during construction or if required by law.</p>	<b>Warning \$50</b>

<p><b>Common Area</b></p>	<p><b>Article 9</b></p>	<p>9.5 No Owner shall make use of the Common Area in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment thereof nor shall any Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. Except as otherwise provided in this Declaration and its exhibits or with respect to the Developer’s reserved rights, any portion of the Common Area which is deemed open space shall be owned by the Association and preserved and maintained by it and shall not be destroyed.</p>	<p><b>Warning, \$50</b></p>
<p><b>Pets and Animals</b></p>	<p><b>Article 9</b></p>	<p>9.6 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that dogs, cats and other usual and non-exotic household pets (not to exceed a total of three (3) pets, excluding tropical fish) may be kept (except for pit bulls, “wolf hybrids”, or other dogs prone to or exhibiting aggressive behavior), provided they are not kept, bred or maintained for any commercial purposes. All animals shall be contained on the Owner’s Parcel and shall not be permitted to run freely. When outside the Owner’s Unit, all pets must be carried or secured with a hand held leash. The person walking the pet must pick up all solid waste and deposit it in an appropriate trash container.</p>	<p><b>Warning, \$50</b></p>
<p><b>Trucks, Commercial Vehicles, Recreational Vehicles, Mobile Homes, Boats, Campers and Trailers - (In Garage)</b></p>	<p><b>Article 9</b></p>	<p>All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, golf carts, commercial vehicles, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed and tractors shall be kept within an enclosed garage. <b>PARKING PASS FOR APPROVED EXCEPTIONS, MUST BE APPROVED AND PROVIDED BY HOA IN ADVANCE.</b></p>	<p><b>Warning, \$50</b></p>

<b>Parking on Driveways</b>	<b>Article 9</b>	9.7 (A) Vans, pick-up trucks, passenger cars and sport utility vehicles shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. Such vehicles may be parked on driveways overnight. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a truck. Law enforcement vehicles may be parked on driveways and in parking spaces if the driver is a law enforcement officer.	<b>Warning, \$25</b>
<b>Parking</b>	<b>Article 9</b>	9.7 (A) Parking in any road is prohibited. Parking in any portion of the Common Areas designated for such purpose is permitted, but overnight parking is prohibited.	<b>Warning, \$25</b> Contact HOA for special circumstances PRIOR to event.
<b>Garage Doors</b>	<b>Article 9</b>	9.7(A) Garage doors must be kept closed except when a vehicle must enter or exit the garage or for reasonable periods of time while the Unit's occupant(s) use the garage for typical uses associated with a residential dwelling which are not in conflict with the Governing Documents.	<b>Warning, \$25</b>
<b>Motorcycles</b>	<b>Article 9</b>	9.7(A) Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use.	<b>Warning, \$25</b>
<b>Commercial Vendor Vehicles</b>	<b>Article 9</b>	9.7(B) No commercial vendor vehicle of any kind shall be permitted to be parked on a residential Parcel for a period of more than twelve (12) daylight hours unless such vehicle is necessary and being used in the actual construction or repair of a structure or for grounds maintenance. Commercial vendor vehicles may not be parked in the Common Areas overnight.	<b>Warning, \$25</b>

<b>Exterior Colors</b>	<b>Article 9</b>	9.8 No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the sole judgement of the Architectural Reviewer, would be inharmonious or incongruous with the remainder of Winding Cypress. Any future color changes, as described above, desired by Owners must be first approved in writing by the Architectural Reviewer. The restrictions set forth in this Section 9.8 shall not apply to the Developer or Builders.	<b>Re-painting, Warning \$100</b>
<b>Driveway and Parking Areas</b>	<b>Article 9</b>	9.10 All driveways shall be constructed of concrete or pavers. The Owner shall be obligated to keep his driveway clean and well maintained.	<b>Warning, \$25</b>

<b>Antennas/Dish</b>	<b>Article 9</b>	9.11 Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Unit, or is located on the side or rear yard of the Parcel. The Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the Unit and removed from view from the street and other Units. <b>ARC Guidelines: Satellite Dishes may not be mounted on the zero -lot easement side of the home. They must be installed at ground level and properly concealed from view and landscaped.</b>	<b>Warning, \$50</b>
----------------------	------------------	--	----------------------

<b>Flagpoles</b>	<b>Article 9</b>	9.11 A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Architectural Reviewer, but no Owner shall be prevented from displaying one (1) portable, removable official United States flag or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a portable, removable US Army, Navy, Air Force, Marine Corps or Coast Guard flag. The permitted flags shall not exceed 4.5' x 6'. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Association.	<b>Warning, \$25</b>
<b>Outdoor Equipment - Equipment</b>	<b>Article 9</b>	9.12 All oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or Units. Otherwise, adequate landscaping shall be installed and maintained around these facilities.	<b>Warning, \$25</b>
<b>Garbage/Recycling Cans</b>	<b>Article 9</b>	9.12 All trash containers shall be stored in the garage except on trash "pick up" days.	<b>Warning, \$25</b>
<b>Aber Market Irrigation Systems</b>	<b>Article 9</b>	9.12 All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line.	<b>Warning, \$25</b>
<b>A/C and Heating Equipment</b>	<b>Article 9</b>	9.13 All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or Units. Window or wall air conditioning units are prohibited.	<b>HOA if required, needs to check landscaping plans to see what every unit is supposed to have in place.</b>
<b>Solar Collectors</b>	<b>Article 9</b>	9.14 The Architectural Reviewer must approve the location of the materials used in the construction of solar collectors.	<b>Warning, \$50</b>

<b>WALLS</b>	<b>Article 9</b>	9.15 Except as otherwise provided in Section 9.12 and walls installed by Developer, no wall shall be constructed on any Parcel.	<b>Warning, \$100</b>
<b>Fences</b>	<b>Article 9</b>	9.15 Owners may install fences, subject to specifications adopted by the Architectural Reviewer.	<b>Warning, \$100</b>
<b>Hurricane Shutters</b>	<b>Article 9</b>	9.15 Owners may install hurricane shutters, subject to specifications adopted by the Architectural Reviewer. The Architectural Reviewer shall have the authority to adopt hurricane shutter specifications, which may include color, style, time periods in which shutters may be kept closed, and other factors deemed relevant by the Architectural Reviewer.	<b>Warning, \$100</b>
<b>Laminated Glass/ Window Film</b>	<b>Article 9</b>	9.15 Laminated glass and window film architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited.	<b>Warning, \$100</b>
<b>Lighting</b>	<b>Article 9</b>	9.16 Except for seasonal decorative lights, the exterior lighting of a Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer. Seasonal decorative lights may be displayed between the day after Thanksgiving and January 10th only.	<b>Warning, \$100</b>
<b>Clothes Drying Area/ Clothes</b>	<b>Article 9</b>	9.18 No outdoor clothes drying area or clotheslines are permitted.	<b>Warning, \$100</b>
<b>Pools</b>	<b>Article 9</b>	9.19 Above ground pools are prohibited	<b>Warning, \$100</b>

Hurricane Season	Article 9	<p>9.21 An Owner who intends to be absent from his Unit during the hurricane season (June 1st through November 30th of each year) shall prepare his Unit prior to his departure by: removing all furniture, potted plants, and other movable objects from his yard; and designating a person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall contact the Association for permission to install temporary hurricane shutters, which may not be installed more than seventy-two (72) hours in advance of a hurricane and must be removed within seventy-two (72) hours after the hurricane has passed. <b>ARC GUIDELINES: Only if, Hurricane shutters have been painted white or a color to match exterior of the home and provided approval by the Architectural Reviewer can the owner have their shutters installed during the hurricane season from June 1 - November 30. Shutters may ONLY be installed if Owner IS NOT IN RESIDENCE.</b></p>	<p><b>Need to get Board's thoughts on this one before we come up with any fines.</b></p>
Aber Market Hurricane Shutters	Article 9	<p>9.21 At no time shall hurricane shutters be installed, without prior written consent of the Architectural Reviewer.</p>	<p><b>Warning, \$100</b></p>
Golf Carts - Parking	Article 9	<p>9.22 Owners may keep golf carts only within an enclosed garage, except for the temporary parking of golf carts in the driveway of a Parcel or in such portion of the Common Areas specifically designated for golf cart parking.</p>	<p><b>Warning, \$25</b></p>
Golf Carts - Boundaries	Article 9	<p>9.22 No golf cart shall be driven outside the entrance area or boundaries of Winding Cypress.</p>	<p><b>Warning, \$50</b></p>
Golf Carts - Annual Insurance	Article 9	<p>9.22 Each Owner who uses or permits his or her golf cart to be used in Winding Cypress shall provide the Association, on an annual basis, with proof of liability insurance in connection with the operation of his or her golf cart, and such insurance shall have such limits as shall be approved by the Association as an additional insured, and shall provide the Association with thirty (30) days' notice prior to its cancellation.</p>	<p><b>Warning, \$100</b></p>
Driver Age Restriction	Golf Cart Use Restriction Agreement	<p><b>Golf Cart Use Restriction Agreement. 2. Driver Age. Subject to the terms of this section, it shall be unlawful for any person who is under fourteen (14) years old to drive or operate an electric golf cart vehicle upon the paths and roadways which comprise or shall comprise the roadway network owned and operated and so designated by Winding Cypress.</b></p>	<p><b>Warning, \$100</b></p>

<b>Drones and Other Aerial Devices</b>	<b>Rules &amp; Regulations</b>	22. With the exception of the declarant for marketing purposes, preserve and land inspections, the use and operation of the drones within Winding Cypress is strictly prohibited.	<b>Warning, \$50</b>
<b>Maintenance of Common Areas, Parcels and Units</b>	<b>Article 7</b>	7.2 Owner Maintenance: Owners shall maintain, repair and replace their parcels, units and any other improvements, modifications and additions thereto in a safe, clean orderly and attractive condition except for those portions to be maintained, repaired and replaced by the association. Whenever an Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the parcel or unit, whether with or without approval from the architectural reviewer, such owner shall be deemed to have warranted to the association and its member that his contractor is properly licensed and insured and that the owner will be financially responsible for any resulting damage to persons or property not paid by contractor's insurance	<b>Warning, \$100</b>
<b>Maintenance of Common Areas, Parcels and Units</b>	<b>Article 7</b>	7.2 Sidewalks : Owners shall keep the sidewalks located on their parcels clean (including by pressure washing as necessary) and free from impediments to pedestrian traffic.	<b>Warning, \$100</b>
<b>Negligence: Damage Caused by Condition in Unit</b>	<b>Article 7</b>	7.5 Negligence: Damage Caused by Condition in Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Area, other Units, or personal property made necessary by his act or negligence, or by that of any member of his Family or his Guests, employees, agents, or Tenants. Each Owner has a duty to maintain his Unit and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Area or the property of other Owners and residents.	<b>Warning with requires repairs, \$100</b>
<b>Leasing</b>	<b>Article 12</b>	12.4 Only entire units may be leased. The minimum leasing period is thirty (30) days and the maximum leasing period is one (1) year. No unit may be leased more than three (3) times in one calendar year.	<b>Warning, \$100</b>

<b>Suspension of Members Use of common area and Facility</b>	Article 8	Section C: The Association may suspend, for a reasonable amount of time, the right of a member, or a member's tenant, guest, or invitee, to use the common area and facilities, for failure of the owner of the parcel or its occupant, lessee or invitee to comply with any provision of the governing documents.	<b>Non Compliance</b>
<b>Suspension of Members Use of common area and Facility</b>	Article 8	Section F: The Association may suspend the voting rights of parcel or member for nonpayment of monetary obligation due to the association that is more than (90) days delinquent.	<b>90 Days</b>

<b>7.7 Stormwater Management System.</b>	<b>Article 7</b>	7.7 The lakes shall not be available for use by Owners (except for catch and release fishing, to the extent allowed by the Permit and the Board of Directors) or the Association, nor shall they in any manner interfere with or alter the Stormwater Management System or interfere with the access rights of any entity responsible for its maintenance. All Owners shall be allowed to fish solely behind their home or on common property only. Should not interfere with the privacy of other homes.	<b>Warning with required remediation if any, \$100</b>
<b>Encroachments into Lake Maintenance Easements Prohibited</b>	<b>Article 5</b>	5.6 <u>Encroachments Into Lake Maintenance Easements Prohibited.</u> Owners may not install any landscaping, improvement or structure of any kind, including, without limitation, a pool, wall, fence or screen, which encroaches into or alters the slope of any lake maintenance easement.	<b>Warning with required removal, \$100</b>
		<b>LAST REVISED April 19th, 2019</b>	





**Winding Cypress Homeowners Association Inc.**

7180 Winding Cypress Drive  
Naples, FL 34114

**Second Notice of Violation with Intent to Fine**  
Regular Mail, Certified Mail & Email

Date:

Owner Name:

Address:

City, State, Zip:

RE: Second Notice of Violation

Dear Homeowner/Resident,

The Association recently sent you a letter informing you of a violation occurring at your home with a request to cure within Fourteen (14) days of the date of the letter. A follow up inspection found no compliance with the request, specifically: (describe violation)

**Article 9.** (Cite Violation from the Documents)

This letter is to inform you of the Association's Intent to Fine in the amount of \_\_\_\_\_. This violation must be cured immediately to avoid further fines of \_\_\_\_\_ per day for each day the violation continues, up to the maximum of One Thousand Dollars (\$1000.00) per violation as allowed by Florida Statute 720 and the Winding Cypress Documents.

**Article 11.3 Fines.** The Board of Directors may levy a fine or fines against an Owner for failure of the Owner, his Family, Guests, invitees, Tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents.

You have the right to a Hearing before a committee of your peers appointed by the Board of Directors regarding this matter. If you wish to request a hearing, your request must be received in writing within ten (10) days of this letter. You may mail your Hearing request to:

**Winding Cypress Homeowners Association Inc.**

7180 Winding Cypress Drive  
Naples, FL 34114

You may also email your request to: [Hward@swpropmgt.com](mailto:Hward@swpropmgt.com).

Please contact the property management office at 239-732-7171 between the hours of 8:00 a.m. – 4:00 p.m. Monday through Friday as soon as the violation has been cured or if you have any questions.

Thank you for your cooperation on this matter.



Sincerely,  
For the Board of Directors,

Hazel Ward  
Community Association Manager

**WINDING CYPRESS TRANSITION COMMITTEE - FINANCE SUBCOMMITTEE –  
SYNOPSIS OF RECOMMENDATIONS - JANUARY 2022**

The more detailed recommendations for the future Owner's Board of Directors (OB) are noted below. Here is hopefully a clear and concise list of recommendations.

**SHADY PALM (SP)**

1. OB should evaluate whether or not the Executive Chef, or a career Operations Manager, should run the SP with the dual major goals of giving majority of Owners what they want and reducing yearly losses – lost \$31K, \$114K, \$149K, \$142K, \$188K, and estimated \$167K, in 2016 – 2021, respectively. Without the knowledge of the Transition Committee chair or other members who have raised concerns about the Shady Palm, the current board and management company surreptitiously and without transparency, created a select group of members and then, without notice to the homeowners announced at the Meet the Board Candidates Meeting on January 19, 2022, that a new Operations Manager was hired. As you can see from the Report following, there are many issues that need to be addressed regarding the Shady Palm (SP) operations – especially continuing losses. This is especially important due to the fact owners pay food minimums which have almost doubled for 2022 and will continue to pay higher minimums if the New Board cannot get SP losses under control. It is important that all alternatives to the operations and management of the SP be considered so that it functions without the deficits to date, considers the needs and desires of the entire community, operates within the practical limitations of the establishment and communicates transparently, openly and honestly, moving forward.
2. Operations Manager should use operating stats over sufficient periods of time to dictate operations.
3. OB needs to obtain a system to track each Owners frequency of visits, average check amount and total purchases.
4. OB needs to ensure it has name and email address of every Owner for multiple uses throughout the year.
5. OB needs to hire a Professional Survey Company and use it to get detailed information on the most and least favorite aspects of the SP operations.
6. OB needs to ensure SP minimizes use of Petty Cash funds for procurement versus using wholesale vendors and ensure significant amount of tips paid via Petty Cash to employees are reported on employee W-2's to avoid severe IRS repercussions.

**ALL HOA RECOMMENDATIONS NOT NECESSARILY RREALTED TO SP**

7. OB should reach out to the TC ASAP to get its feedback on what it did and the results while it is fresh in the TC minds.
8. OB should ensure legal documents allow Owners to vote on significant purchases and major endeavors throughout the year to get Owners buy-in.

9. OB should upgrade technology to enable Owner Board Meetings to be conducted using big screens (like when going over the Annual Budget) and enabling all speakers to be easily seen by Zoom participants.
10. OB should get its own independent Reserves Study and go through funds to be given at “Turnover” to ensure they are adequate. Possibly Legal and Accounting professionals need to hold Developer accountable for not establishing sufficient reserves over the prior years but instead subsidizing operations (which artificially lowered operating costs and assessments).
11. Due to inheriting an Annual 2022 Budget created by the Developer / SWPM, OB should carefully scrutinize monthly actual to budget variances to stay on top of costs and try to minimize future assessments.
12. OB should consider enlisting a CPA Firm to consider recording all property, plant and equipment on the Balance Sheet along with Accumulated Depreciation and Depreciation Expense. This would give OB Net Book Value at each reporting period and thus give an estimate of needs for repairs and replacements.
13. OB should get at least 2 bids for all significant contracts / services (we define as > \$10,000) to ensure maximum quality and value. For sure this should include Landscaping which accounts for 44% of 2022 Annual Budget.
14. OB should conduct Owner survey to see what services and amenities the Owners want.

**WINDING CYPRESS TRANSITION COMMITTEE - FINANCE SUBCOMMITTEE –  
DETAILED RECOMMENDATIONS - NOVEMBER 2021**

Our mission was to facilitate a seamless and transparent transfer of ownership and oversight from the current Community Developer's Home Owners Association Board (**CBD**) to OB

The Transition Committee's (**TC**) scope of authority was to serve as an advisory level committee, at the pleasure of the CBD, to develop an understanding of all aspects of the CBD accounting and finance practices that will transition to OB. The Transition Committee was not authorized to obligate the Association financially or legally in any manner, which authority remains with the CBD.

The Finance Subcommittee (**SC**), consisting of a chairman and 6 team members, reviewed to the extent possible (didn't have great deal of resources nor time to review) all accounting and finance areas.

**The SC did the following major tasks:**

1. Did a Roll-forward of the Reserves for fixed asset repairs and replacements, noting amount of funding by the Developer, what it called the accounts in the internal financials and the Annual Reports by Accounting Firm and reviewed funding and disbursements in the account.
2. Reviewed Bank account activity, especially focusing on the Reserves Account as it needs sufficient funds to handle fixed asset repairs and replacements, from inception to the present. We reviewed deposits and disbursements and did balance roll-forwards.
3. Did P&L trend analysis of Internal financial statements and outside accounting firm's year-end Annual Reports, including vertical analysis (expenses as percent of revenues) for HOA Operations only, excluding Shady Palm (**SP**), and then exclusively for SP. SP opened December 2016. We looked for significant changes in revenues and expenses.
4. Did trend analysis for Balance Sheets and Cash Flows focusing on funds transferred in by Developer to cover yearly operating shortfalls (Developer needed to significantly – many years > \$1.0 million - subsidize operations as Owner Assessments weren't enough to cover expenses).
5. Did a roll-forward of the assessments each year to ascertain the reasonableness of the total assessment, and by Estate, Classic and Villa series.
6. Reviewed Payroll / employee counts by year devoted to HOA Operations and SP to see year-to-year trends and opportunities for staff reductions.

# HERE ARE OUR RECOMMENDATIONS TO THE OB FOR THE SHADY PALM

## SHADY PALM

Members of the TC had the opportunity to spend some time with the Executive Chef (who serves as the Operating Manager). We found he doesn't use typical stats Operating Managers use to run a restaurant – see below for more on that. Surprisingly, he also doesn't have any stats on Owners frequency of visits, average amounts paid and total purchases per year. Without this information, it's near impossible for the OB to ensure the SP serves the whole Owner base. Possibly the SP yearly losses are due to not serving the majority of Owners who don't come to the SP, or when they do they don't spend as much as required to operate more profitably. **We feel it is imperative the OB obtain a system to track every Owner's visits to the SP. For those that don't come, the OB needs to find out why. The bigger the base of customers, the chances of improved profitability! This is why we also feel a detailed, independent professional survey is necessary. Possibly the OB needs to obtain marketing assistance.**

The OB needs to determine if it wants the SP to be led by an "Executive Chef" versus a Professional Restaurant Operations Manager. Professional Operations Managers use "Industry Best Practices" which involves using past results / detailed stats to monitor and improve operations. The SP has a relatively large bar area with limited seating. OB needs to determine if the SP should be a "Pool Bar" that serves soups, sandwiches and salads, versus an Executive Chef driven restaurant serving > 30 food items including lamb chops. The Executive Chef naturally wants to justify his pay and use his creative abilities to serve better cuisine. However, we're not sure that is what the SP is designed for, nor are we sure as currently managed it can come close to breakeven. Food minimums just went up to \$600 from \$360, a \$240, 67% increase!

OB should hire a Professional to do a survey to query all the Owners using a "ranking" of items from most to least favorable, including but not limited to, the SP days and hours of service, food items desired, beverages desired and level of service satisfaction to see what Owners want from the SP. This survey must go to ALL Owners and not be based on just those who frequent it the most. **It is imperative the HOA have the contact names and email addresses for every Owner for timely effective communication.**

After survey results are in, the SP should be thoroughly evaluated, including but not limited to, the following to minimize net losses it has experienced every year of operation:

- SP revenues and expenses current versus prior periods looking for ways to minimize costs and enhance revenues.
- Number of employees and hours worked by day and each hour in the day, against sales by day / hour to optimize days and hours of operation.
- Sales per labor hours worked by day and hour.
- Sales per labor costs by day and hour.
- Type and number of items sold (food and beverage) and their prices, costs, gross margin and total sales per item per year.

- Prices for items sold to determine if sufficient gross margins are attained. If not, prices should be raised, vendors need to reduce prices or items need to be eliminated. Even though the SP is an “Amenity,” liquor, beer and wine are always big margin items at any restaurant and higher prices should be used to raise the overall gross profit of SP.
- POS System that tracks Owner visits and dollars spent.
- Vendor costs and cost trends over past few years.
- Operations Manager should use all POS and vendor stats to schedule labor and determine which vendors to use, purchasing minimums and order points.
- Review alternatives to HOA absorbing credit card fee expense.
- Executive Chef has stated numerous times lack of storage is a major problem. Using prior trend statistics, as recommended above, can lead to proper order sizes and order points which can help with this. The OB needs to analyze this and form its own opinion. If storage is a major problem, more storage can be obtained using offsite storage, building more in the Amenity Center or obtaining refrigerated space adjacent to the SP.
- We noted in examining Petty Cash expenses, 3 reimbursements for purchases at Publix (\$278, \$461 and \$121). Use of retail stores at retail, versus wholesale, prices needs to be avoided at all costs. **Also significant amount of cash was used to pay tips to SP employees. OB must ensure these tips were recorded on SP employees W-2's to avoid IRS penalties and interest.**

## **HERE ARE OUR OTHER RECOMENDATIONS FOR THE OB**

The OB should:

1. Hold monthly, private Board Meetings, until comfortable with the dynamics of the community and HOA. These meetings should be closed to the Owners to enable conversations prior to requesting any feedback by Owners.
2. Modify legal documents and/or adopt amendments to enable Owners to vote (hopefully via email) for major purchases and actions. It's best for OB to get Owner buy-in.
3. Get much more efficient and effective technology to hold all Board / Owner meetings using a big screen to show documents, like the budget, and enable all Zoom callers to see the faces of the Board members and audience speakers. We recommend all speakers come up to the Board's table to be in focus while speaking.
4. Get a good understanding of the Reserves status for the property, plant and equipment it just inherited from the Developer. If necessary use all means necessary to obtain necessary funds from Developer at turnover.
5. Obtain its own independent Reserves professional to see if the initial Reserves transferred to the OB are sufficient. If not, the OB should consider getting its own Legal and Accounting professionals to review and consider its options regarding the Developer's turnover measures.

6. Consider recording the value of all property, plant and equipment and then depreciating them every year based on the estimated useful lives. Currently none of the assets are booked per Developer desired accounting. This helpful in reviewing Net Book Value of all major assets.
7. Ensure all fixed assets are listed in the list of assets, estimated useful lives and replacement costs as prepared by the Developer. For example, we did not see the Pool Restroom Facility listed in the Internal Financials and Annual Audit Reports.
8. Review income statements by looking at Actual to Budget and Actual to Prior Year variances, as well as using “Vertical” analysis showing all expense amounts as a percent to Sales. The vertical analysis is very helpful in examining cost trends related to “variable costs.”
9. Have SWPM accountants breakup “Salaries & Wages” into each component (wages, payroll taxes, unemployment, workers compensation and fringe benefits).
10. Review all major expense areas that have potential to be reduced so as to lower Assessments. In the 2022 Budget, two Landscape line items, account 700 and 730-3, total \$1,471,254, and represent 45% of Total Expenses of \$3,291,257. These contracts for sure need to be bid out at least annually. We were told Duval Landscaping is a good alternative. We noted the Developer has heavily subsidized HOA Operations (> \$1.0 million for many years) which may require cost reductions or higher Assessments.
11. Get minimum of two (2) bids for all significant contracts (we’d recommend any over \$10,000).
12. Take Owner survey to get their input on internet and cable television services as we’ve seen many Owners are very dissatisfied with Century Link and AT&T due to high prices and poor service. Xfinity is great alternative, especially for folks with homes up north and here in Naples. Same survey could be used to see what else Owners desire.
13. We recommend using SWPM as Property Manager for 2022 but OB should bid out the service for 2023 to ensure Owners are getting the best service and value. Note: Our SC has received prompt and professional service from all at SWPM. In addition, the accountant for our Development has been with SWPM the whole time since inception. We were told KW Management would be a good alternative.
14. Establish standing committees, like ones TC used, and review each TC Committee’s detailed work to ensure it has the necessary background. Even though the TC gave the OB its recommendations, it should dive deeper as deemed necessary while the information is still fresh in the minds of the TC.
15. Monitor the Actual Expenses versus Budget every month for 2022 looking for potential costs exceeding Budget and try to address before additional Assessments are needed. Although the TC looked at the Actual to Budget for prior years, including 2021, and also reviewed the 2022 Budget for reasonableness, it’s best for the OB to review each month for any negative trends.
16. Establish Petty Cash Policy and Procedure including setting limits to outlays, approvals and review of the expenses that serve as the basis to replenish the Petty Cash Fund. During our review we noted 8 replenishments to Petty Cash totaling \$37,000.

17. Review the anticipated audit fees for 2022 by examining the outside Accountant's Engagement Letters for the audit and tax services. We recommend OB stay with current firm for 2022 but get another quote for 2023.
18. Consider offering Winding Cypress logo wear and accessories for purchase by Owners to show pride in our community. To minimize exposure, the Owners would order and pay for all cataloged items in advance. Please note all SWPM employees wear WC logoed clothes so it appears Owners could get shirts, hats and accessories.
19. Obtain and review Position Descriptions for all SWPM employees, whose wages are paid for by the HOA. This review could result in elimination of duplicate duties and/or cross-training employees to maximize employee efficiency.

On behalf of the entire Finance Subcommittee, we thank the Board for giving us the opportunity to review information and form opinions. We also thank SWPM for the enormous, timely and professional assistance it provided us.

# RESERVE ACCOUNT

## INTRODUCTION

Generally, an HOA's reserve fund, in contrast to its operating fund, is an account dedicated to unanticipated and deferred expenditures, particularly large ones. The association allocates money toward its reserve account over time so that, when a costly repair or comparable outlay becomes necessary, cash reserves are available to handle the expense without sacrificing day-to-day functions. Reserve accounts or reserve funds are funds set aside by the homeowner association to pay for the replacement or repair of community property. Reserves are intended to prevent the need for special assessments. Reserves are generally used as funding major maintenance, repair, and replacement of common elements, including limited common elements that will require major maintenance, repair, or replacement in more than one and fewer than thirty years.

## STATUTORY AUTHORITY

Florida Statutes Title XL REAL AND PERSONAL PROPERTY, Chapter 720 HOMEOWNERS' ASSOCIATIONS, §720.303 establishes the statutory rights and responsibilities of the developer concerning the establishment, maintenance, and waiver of reserve funding. Specifically Fl St. §720.303 establishes that the developer board *officers, and directors of an association have a fiduciary relationship to the members who are served by the association.* (italics added) That relationship is defined in another section of Florida law Ch 740, § 740.05 to include the legal duties imposed on a fiduciary charged with including: (a)The duty of care; (b)The duty of loyalty; and (c) The duty of confidentiality or a duty to disclose.

Florida Statutes, Chapter 720, § 720:303(6)(b) provides guidance for HOA's that establish reserve accounts as follows.

*If the budget of the association includes reserve accounts established pursuant to paragraph (d), such reserves shall be determined, maintained, and waived in the manner provided in this subsection. Once an association provides for reserve accounts pursuant to paragraph (d), the association shall thereafter determine, maintain, and waive reserves in compliance with this subsection. This section does not preclude the termination of a reserve account established pursuant to this paragraph upon approval of a majority of the total voting interests of the association. Upon such approval, the terminating reserve account shall be removed from the budget.* (italics added)

Florida Statutes, Chapter 720 § 720:303(6)(c)(1) provides guidance when a HOA decides not to fund a reserve account, as follows.

*If the budget of the association does not provide for reserve accounts under paragraph (d), or the declaration of covenants, articles, or bylaws do not obligate the developer to create reserves, and the association is responsible for the repair and maintenance of capital improvements that may result in a special assessment (space intentional)*

*if reserves are not provided or not fully funded, each financial report for the preceding fiscal year required by subsection (7) must contain the following statement in conspicuous type:* (italics added)

THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR FULLY FUNDED RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS REGARDING THOSE ITEMS. OWNERS MAY ELECT TO PROVIDE FOR FULLY FUNDED RESERVE ACCOUNTS UNDER SECTION 720.303(6), FLORIDA STATUTES, UPON OBTAINING THE APPROVAL OF A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION BY VOTE OF THE MEMBERS AT A MEETING OR BY WRITTEN CONSENT.

Florida Statutes, Chapter 720 § 720:303(6)(c)(2) further qualifies § (1) as follows.

*If the budget of the association does provide for funding accounts for deferred expenditures, including, but not limited to, funds for capital expenditures and deferred maintenance, but such accounts are not created or established under paragraph (d), each financial report for the preceding fiscal year required under subsection (7) must also contain the following statement in conspicuous type: (italics added)*

*(space intentional)*

THE BUDGET OF THE ASSOCIATION PROVIDES FOR LIMITED VOLUNTARY DEFERRED EXPENDITURE ACCOUNTS, INCLUDING CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE, SUBJECT TO LIMITS ON FUNDING CONTAINED IN OUR GOVERNING DOCUMENTS. BECAUSE THE OWNERS HAVE NOT ELECTED TO PROVIDE FOR RESERVE ACCOUNTS UNDER SECTION 720.303(6), FLORIDA STATUTES, THESE FUNDS ARE NOT SUBJECT TO THE RESTRICTIONS ON USE OF SUCH FUNDS SET FORTH IN THAT STATUTE, NOR ARE RESERVES CALCULATED IN ACCORDANCE WITH THAT STATUTE.

*A reserve fund is established, pursuant to Florida Statutes 720 § 720:303(6)(d) by the developer or ...upon the affirmative approval of a majority of the total voting interests of the association. Such approval may be obtained by vote of the members at a duly called meeting of the membership or by the written consent of a majority of the total voting interests of the association. The approval action of the membership must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the membership, the board of directors shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once established as provided in this subsection, the reserve accounts must be funded or maintained or have their funding waived in the manner provided in paragraph (f).*

The statutory scheme concludes with the authority and methods of the membership, to maintain, waive and reduce funding of a reserve, Fl St. 720 § 303(6)(f) and funding formulas § 303(g) (1-2).

While the former statute required that a developer fund the reserve account, once established, it should be noted that the statute was amended on July 1, 2021, to include the following in § 303(6)(h)(i)(1)

*While a developer is in control of a homeowners' association, the developer may, but is not required to, include reserves in the budget. If the developer includes reserves in the budget, the developer may determine the amount of reserves included. The developer is not obligated to pay for:*

- a. Contributions to reserve accounts for capital expenditures and deferred maintenance, as well as any other reserves that the homeowners' association or the developer may be required to fund pursuant to any state, municipal, county, or other governmental statute or ordinance;*
- b. Operating expenses; or*
- c. Any other assessments related to the developer's parcels for any period of time for which the developer has provided in the declaration that in lieu of paying any assessments imposed on any parcel owned by the developer, the developer need only pay the deficit, if any, in any fiscal year of the association, between the total amount of the assessments receivable from other members plus any other association income and the lesser of the budgeted or actual expenses incurred by the association during such fiscal year.*

The legislature limited the language above included in §303(6)(i)(2) to a prospective application stating

*This paragraph applies to all homeowners' associations existing on or created after July 1, 2021.*

## COVENANTS & BYLAWS

Any reference to reserve funds contained in the Winding Cypress Declaration of Covenants, Conditions and Restrictions, hereinafter called Covenants, is contained in 4.3 titled Developer Subsidy. Reference to the definition of *assessment* as used in the Covenants is made to Fl. St. 702 § 720.301 which states.

*Definitions. —As used in this chapter, the term:*

(1) *“Assessment” or “amenity fee” means a sum or sums of money payable to the association, to the developer or other owner of common areas, or to recreational facilities and other properties serving the parcels by the owners of one or more parcels as authorized in the governing documents, which if not paid by the owner of a parcel, can result in a lien against the parcel.*

The Covenants 4.3 states, that prior to turnover,

The developer may elect, for each fiscal year, to (a) pay assessments on its parcels that are subject to this declaration as set forth in 4.2 hereof; or (b) not pay assessments on its Parcels that are subject to this declaration and in lieu thereof, to pay the difference between (1) the association's actual operating expenses incurred (either paid or yet payable), but not any capital improvement costs, reserves, (underline added) special Assessments, Initial Capital Assessments, Resale Capital Assessments, depreciation and amortization; And (ii) the amount of revenues earned (either received or receivable) from all sources (including without limitation, Assessments, interest, late charges, fines, charges and other income sources and any surplus carried forward from the preceding year(s) but excluding Initial Capital Assessments and Resale Capital Assessments). The option described in (b) above shall be referred to herein as the “Developer Subsidy”. Any surplus maybe either paid to the Developer after the conclusion of the fiscal year or carried forward to the next fiscal year. Any surplus remaining at the Turnover Date shall be paid for the developer.

The Bylaws are more specific concerning reserve issues and states in 6.3 titled *Reserves for Capital Expenditures and Deferred Maintenance as follows.*

*In addition to annual operating expenses, the proposed budget may include reserve accounts for capital expenditures and deferred maintenance with respect to the Common Area. **If the association's budget includes reserve accounts established by the Developer or the Members pursuant to section 720. 303(6)(d) of the Act, such reserves shall be determined, maintained, and waived in the manner provided therein. Once the Association provides for reserve accounts, the Association shall thereafter determined, maintained, and wave reserves in compliance with the act, provided that this does not preclude the termination of a reserve account upon approval of a majority of the voting interest.** (bold and underline added) Upon such approval, the terminating reserve account shall be removed from the budget period if reserve accounts are established by the Developer, the budget must designate the components for which the reserve accounts may be used. Reserve accounts are not initially provided by the Developer, the members may elect to do so upon the affirmative approval of a majority of the voting interests. Such approval may be obtained by a vote of the members at a duly called members meeting or by written consent of a majority of the voting interests. The approval action of the members must state that reserve account shall be provided for in the budget and must designate the components for which the reserve accounts ought to be established. Upon approval of the members, the Board of Directors shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. **Once established as provided in section 720.303(6) of the act, the reserve accounts must be funded or maintained or have the funding waived in the manner provided therein.** (bold and underline added) The amount to be reserved in any account established shall be computed by means of a formula that is based upon estimated remaining useful life and estimated replacement cost with deferred maintenance expense of each reserve item the association may adjust replacement reserve assessments annually to take into account any changes in the estimates of cost or useful life of a reserve item. Funding formulas for reserves authorized by the section must be based on a separate analysis of each of the required assets they pooled analysis of two or more required assets.*

## HOA BUDGETS

Minutes from each HOA board meetings was recorded pursuant to the By-Laws except for the year 2014 and were posted for all residents to review in the *Financial* portion on the WCHOA website, as well as provided. None of the minutes document a vote on the establishment, maintenance or waiver of a reserve fund and no vote was taken to establish, maintain or waive one.

Winding Cypress Board of Directors Meeting November 2, 2015 Approved Minutes Minutes of the Board of Directors meeting of the Winding Cypress Homeowners Association, held on Monday, November 02, 2015, at 5:00 P.M. at the FL Southwestern State College, Naples, Florida Board Members Present: Scott Brooks, Patrick Butler, Laura Ray Also Present: Harry Parks and Russell Williams, with Southwest Property Management Corp. plus 15 members of the association. Call Meeting to Order / Certifying Quorum: With a quorum being present, the meeting was called to order by President Scott Brooks at 5:07 P.M. New Business: a) 2016 Budget – A motion to approve the 2016 Budget was submitted by Ms. Ray, seconded by Mr. Butler and passed unanimously. Adjournment: There being no further business to discuss a motion to adjourn was made by Ms. Ray. Motion was seconded by Mr. Butler and passed unanimously. The meeting was adjourned at 5:22P.M. Respectfully submitted, Harry J. Parks, CAM Acting Secretary

Winding Cypress Board of Directors Meeting – Budget Meeting November 3, 2016 Approved Minutes Minutes of the Board of Directors meeting of the Winding Cypress Homeowners Association, held on Thursday, November 03, 2016, at 5:00 P.M. at the FL Southwestern State College, Naples, Florida Board Members Present: Scott Brooks, Patrick Butler, Laura Ray Also Present: Harry Parks and Russell Williams, with Southwest Property Management Corp. plus thirteen proxies and fifty-eight members of the association. Call Meeting to Order / Certifying Quorum: With a quorum being present, the meeting was called to order by President Scott Brooks at 5:08 P.M. Reading or Disposal of Minutes: Ms. Ray moved and Mr. Butler seconded the 2015 Board of Directors minutes. The motion carried by unanimous vote. New Business: a) 2017 Budget – A motion to approve the 2017 Budget was submitted by Ms. Ray, seconded by Mr. Butler and passed unanimously. b) 2017 Total Quarterly Fees: Estate Series (Pinnacle, Tangerly Oak, Infinity) – \$859.82, Classic Series (Martin Ray, Abbeyville, Summerwood) - \$826.83, Villa Series (Serenity) – \$756.81 The next Winding Cypress Board of Directors Meeting, to be determined, at a later date. Adjournment: There being no further business to discuss, a motion to adjourn was made by Mr. Brooks. Motion was seconded by Mr. Butler and passed unanimously. The meeting was adjourned at 5:22P.M. Respectfully submitted, Harry J. Parks, CAM Acting Secretary

Winding Cypress Board of Directors Meeting – Budget Meeting November 7, 2017 Approved Meeting Minutes Minutes of the Board of Directors meeting of the Winding Cypress Homeowners Association, held on Tuesday, November 07, 2017, at 5:00 P.M. at 7180 Winding Cypress Drive, Naples, Florida – Amenity Center (Event Room) Board Members Present: Scott Brooks, Patrick Butler, Laura Ray Also Present: Hazel Ward, Property Manager, Steve Anderson, Lynette Francis, and Lauren Layman, with Southwest Property Management Corp. sixty-nine members of the association. Call Meeting to Order / Certifying Quorum: With a quorum being present, the meeting was called to order by President Scott Brooks at 5:10 P.M. Reading or Disposal of Minutes: Ms. Ray moved to approve minutes as presented. Mr. Butler seconded the 2016 Board of Directors minutes. The motion carried by unanimous vote. New Business: Ms. Ward, reviewed the 2018 proposed budget line items. The budget proposed includes 760 units built out. Project mix is Estate 202; Classic 406; and Villas 152. a) 2018 Budget – A motion to approve the 2018 Budget was submitted by Ms. Ray, seconded by Mr. Butler and passed unanimously. b) 2018 Total Quarterly Fees: Estate Series (Pinnacle, Tangerly Oak, Infinity) – \$908.72, Classic Series (Martin Ray, Abbeyville, Summerwood) - \$874.67, Villa Series (Serenity) – \$810.05 c) Currently 285 closed homes to date; projected to have an additional 125 closings in 2018. d) 2017 YTD funding \$775k. Adjournment: There being no further business to discuss, a motion to adjourn was made by Mr. Brooks. Motion was seconded by Mr. Butler and passed unanimously. The meeting was adjourned at 5:25P.M. Respectfully submitted, Hazel Ward, CAM

Winding Cypress Board of Directors Meeting – Budget Meeting November 6, 2018 Approved Meeting Minutes Minutes of the Board of Directors meeting of the Winding Cypress Homeowners Association, held on Tuesday, November 06, 2018, at 6:00 P.M. at 7180 Winding Cypress Drive, Naples, Florida – Amenity Center (Event Room) Board Members Present: Scott Brooks, Patrick Butler, Laura Ray Also Present: Hazel Ward, Property Manager, Steve Anderson, Lynette Francis, and Lauren Layman, Jordan Gilleland with Southwest Property Management Corp. and seventy-three members of the association in attendance. Call Meeting to Order / Certifying Quorum: With a quorum being present, the meeting was called to order by President Scott Brooks at 6:00 P.M. Reading or Disposal of Minutes: Ms. Ray moved to approve minutes as presented. Mr. Butler seconded the 2017 Board of Directors budget minutes. The motion carried by unanimous vote. New Business: Ms. Ward, Community Manager reviewed the 2019 proposed HOA budget line items. The budget proposed includes 766 units built out. Breakout of homes includes: Estate 208; Classic 406; and Villas 152. Chef Jordan Gilleland reviewed and answered questions relating to the restaurant budget – expenses. a) 2019 Budget – A motion to approve the 2019 Budget was submitted by Ms. Ray, seconded by Mr. Butler and passed unanimously. b) 2019 Total Quarterly Fees: Estate Series (Pinnacle, Tangerly Oak, Infinity, Stonewater) – \$951.91, Classic Series (Martin Ray, Abbeyville, Summerwood) - \$917.80, Villa Series (Serenity, Cressida) – \$825.01 c) Currently 395 closed homes to date; projected to have a total of 125 closings in 2018. Currently 99 have been sold with an additional 26 more to meet the year end goal. d) Mr. Brooks mentioned that the builder subsidy in 2017 was \$996,915k and YTD in 2018 is \$796,160k. e) Additional Questions and comments were made: • There are no plans for any additional amenity facilities. • Turnover depends on the market/sales. May take 2-3 years • Suggested for next year that the budget report include line numbers and page numbers. • No Reserve line items for pickle ball courts as they are taken care of operating budget. Adjournment: There being no further business to discuss, a motion to adjourn was made by Mr. Brooks. Motion was seconded by Mr. Butler and passed unanimously. The meeting was adjourned at 6:35P.M. Respectfully submitted, Hazel Ward, CAM

Winding Cypress Board of Directors Meeting – Budget Meeting November 5, 2019 Approved Meeting Minutes Minutes of the Board of Directors meeting of the Winding Cypress Homeowners Association, held on Tuesday, November 05, 2019, at 6:00 P.M. at 7180 Winding Cypress Drive, Naples, Florida – Amenity Center (Event Room) Board Members Present: Scott Brooks, Patrick Butler, Laura Ray Also Present: Hazel Ward, Property Manager, Steve Anderson, Michael Pollara, and Lauren Layman, Jordan Gilleland with Southwest Property Management Corp. and (140) one hundred and forty members of the association in attendance. Call Meeting to Order / Certifying Quorum: With a quorum being present, the meeting was called to order by President Scott Brooks at 6:00 P.M. Reading or Disposal of Minutes: Ms. Ray moved to approve minutes as presented. Mr. Butler seconded the 2018 Board of Directors budget minutes. The motion carried by unanimous vote. New Business: Ms. Ward, Community Manager reviewed the 2020 proposed HOA budget line items. The budget proposed includes 766 units built out. Breakout of homes includes: Estate 208; Classic 406; and Villas 152. Chef Jordan Gilleland reviewed and answered questions relating to the restaurant budget – expenses. 1. a) 2020 Budget – A motion to approve the 2020 Budget was submitted by Ms. Ray, seconded by Mr. Butler and passed unanimously. 2. b) 2019 Total Quarterly Fees: Estate Series (Pinnacle, Tangerly Oak, Infinity, Stonewater) – \$995.22, Classic Series (Martin Ray, Abbeyville, Summerwood) - \$963.04, Villa Series (Serenity, Cressida) – \$880.44 3. c) Currently 504 closed homes to date; projected to have a total of 110 closings in 2019. 4. d) Additional Questions and comments were made: • Community budget review was held 10/24/2019 and was well attended by the membership. • Bases on resident comments this year’s budget includes additional columns, page numbers, reserve page and Shady Palm restaurant page • A few residents asked why the villa product had a larger percentage increase than the other units in the community. They felt one building (2 units) were equal to 1 lot. They do not accept that one unit = one lot. Also, villa units are no longer being built therefore there are fewer units to spread the cost to • The line item regarding late fee income was explained. Adjournment: There being no further business to discuss, a motion to adjourn was made by Mr. Brooks. Motion was seconded by Mr. Butler and passed unanimously. The meeting was adjourned at 6:35P.M. Respectfully submitted, Hazel Ward, CAM

Winding Cypress Board of Directors Meeting – Budget Meeting November 12, 2020 DRAFT Meeting Minutes Minutes of the Board of Directors meeting of the Winding Cypress Homeowners Association, held on Thursday, November 12, 2020, at 5:00 P.M. via Zoom Meeting Board Members Present: Scott Brooks, Patrick Butler, Laura Ray, Steve McNutt Also Present: Hazel Ward, Property Manager, Steve Anderson, Michael Pollara, and Lauren Layman, Jordan Gilleland with Southwest Property Management Corp. and (63) sixty three members of the association in attendance. Call Meeting to Order / Certifying Quorum: With a quorum being present, the meeting was called to order by President Scott Brooks at 5:00 P.M. Reading or Disposal of Minutes: Ms. Ray moved to approve minutes as presented. Mr. Butler seconded the 2019 Board of Directors budget minutes. The motion carried by unanimous vote. New Business: Steve Anderson (SWPM) went through the income portion of the budget. Ms. Ward, Community Manager reviewed the 2021 proposed HOA budget line items. The budget proposed includes 766 units built out. Breakout of homes includes: Estate 208; Classic 406; and Villas 152. Chef Jordan Gilleland reviewed and answered questions relating to the restaurant budget – expenses. a) 2021 Budget – A motion to approve the 2021 Budget was submitted by Ms. Ray, seconded by Mr. Butler and passed unanimously. b) 2021 Total Quarterly Fees are as follows: Estate Series (Pinnacle, Tangerly Oak, Infinity, Stonewater) – \$1,035.94 Classic Series (Martin Ray, Abbeyville, Summerwood) - \$1,002.86, Villa Series (Serenity, Cressida) – \$898.46 c) Currently 589 closed homes to date; projected to have a total of 77 closings in 2021. Additional Questions and comments were made: • Question regarding cameras in the community: 4 at the back entrance, 4 at the front entrance and 2 at the front near the fountains. • The budget does not include funds for dealing with Iguana’s. If this becomes a community wide problem, it may be budgeted for in the future. • Will look into the claim that power washing is damaging the concrete sidewalks. • There is no plan to put the landscaping contract out to bid at this time. • Reserves were discussed. Pulte will pay for a reserve study at turnover. The new resident board will make reserve decisions going forward. • Scott Brooks explained the process for a build out budget and how the developer subsidy works. • Insurance was discussed. • An audit is done every year by a third party (Stroemer & Co.). Reports are available to all members-just contact Hazel. • Contractors are changed when necessary. Adjournment: There being no further business to discuss, a motion to adjourn was made by Mr. Brooks. Motion was seconded by Mr. Butler and passed unanimously. The meeting was adjourned at 5:58 P.M. Respectfully submitted, Hazel Ward, CAM

## HOA RESERVE FUNDING

The HOA did establish a reserve account which was included in each annual proposed and approved budget from 2016 through 2022. This account was funded through assessment payments per unit. A summary of the Iberia Bank identified by the developer as a replacement fund (Reserve Acct 2931) was conducted by the transition finance subcommittee showing yearly balances and six (6) withdrawals for various expenses. An opinion as to the appropriateness of such withdrawals from a reserve account is a question remaining for the homeowner lead HOA Board, of a legal nature. The annual budgets include a spread sheet, listed as “reserve summary”, which includes traditional categories of common area structures and fixtures, such as entryway fountains, gatehouse roof, tennis courts, irrigation pumps etc. along with categories for yearly expenses, yearly funding and yearly balance were listed, projecting to the year 2040 anticipated expenses, funding, and balances. The summary from the subcommittee is included herein.

Audit reports from Stroemer & Company from 2014 through 2020 make reference to the reserve account and contain information concerning balances, although an audit of the reserve account was not made and includes liability reserve language to protect the auditor concerning the inclusion of this account in the yearly audit reports. The 2020 Audit report qualified their opinion by stating,

*As discussed in note C to the financial statements, due to ambiguities in the laws of the state of Florida, (no source was given for this and appears to be facially inaccurate) and uncertainty exists as to whether the developer is excused from funding the reserve accounts. It is not possible to predict at this time whether the developer will welcome at least be responsible for funding its share of the reserve accounts. Our opinion is not modified with respect to this matter.*

*Our audit is made for the purposes of forming an opinion on the basic financial statements taken as a whole period we have not applied procedures to determine whether the funds designated for future major repairs and replacements as discussed in note F are adequate to meet this future costs because that determination is outside the scope of our audit. Our opinion is not modified with respect to this matter.*

On page 17, the auditor includes an “unaudited” schedule of the estimated future repairs and replacements which was conducted in November 2020 to estimate the remaining useful life and replacement costs based on current costs. Of course, any dollar amount would be artificially deflated, as the actual cost at time of replacement would require inclusion of inflation and a natural increase in costs at the replacement time. In spite of this, the current costs were estimated to be \$985,000 and the actual reserve account balance being an unsubstantiated \$62,436 with another \$68,603 (presumably from the homeowner assessments) minus a \$24,296 expenditure, leaving an unsubstantiated balance of \$106,743.

When a developer establishes a reserve account, funds the account, and asserts no legal responsibility to further fund the account or adequately fund the account on the basis of operating the HOA in a “deficit spending” mode, is a matter that was addressed in Florida in the case of *Mackenzie vs. Centex Homes*, 208 So.3<sup>rd</sup> 790 (2016), (aff’d in part; rev’d in part as to Counts I & III related to atty fees; *Mackenzie v. Centex Homes*, 281 So. 3d 621 (Fla. Dist. Ct. App. 2019). The court found in Count II that Fl. St. 720.308(1) (b) should not be read to excuse developer’s otherwise obligation to fund reserves while it controls HOA. A copy of the case is included in the following pages.



# CASE LAW

## *SARA MACKENZIE AND RALPH MACKENZIE v. CENTEX HOMES*

SARA MACKENZIE AND RALPH MACKENZIE v. CENTEX HOMES BY CENTEX REAL ESTATE CORPORATION SULLIVAN RANCH HOMEOWNERS ASSOCIATION INC AND BOARD OF DIRECTORS OF SULLIVAN RANCH HOMEOWNERS ASSOCIATION INC

District Court of Appeal of Florida, Fifth District.

SARA R. MACKENZIE AND RALPH MACKENZIE, Appellants, v. CENTEX HOMES, BY CENTEX REAL ESTATE CORPORATION, SULLIVAN RANCH HOMEOWNERS ASSOCIATION, INC., AND BOARD OF DIRECTORS OF SULLIVAN RANCH HOMEOWNERS ASSOCIATION, INC., Appellees.

Case No. 5D16-1254

Decided: December 22, 2016

Sara R. MacKenzie, Mount Dora, for Appellants. Ronald D. Edwards, Jr., and Matthew G. Brenner, of Lowndes, Drosdick, Doster, Kantor & Reed, Orlando, for Appellee.

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING AND DISPOSITION THEREOF IF FILED Sara and Ralph MacKenzie appeal summary final judgment entered in favor of Centex Homes, et al. (“Centex”) and the Board of the Sullivan Ranch Homeowners’ Association (“the board” or “the HOA”) on Count II of their complaint. The Mackenzies seek a declaration that Centex failed to meet its obligation to make capital contributions to the HOA’s reserve accounts when it controlled the HOA<sup>1</sup> along with \$993,988 in resulting damages. The lower court entered summary final judgment in favor of Centex after it found that section 720.308(1)(b), Florida Statutes (2015), excused Centex from funding the reserve while it funded the deficit in the HOA’s current operating expenses. We disagree with the court’s interpretations of section 720.308 and find that section 720.303(6), Florida Statutes (2015), required Centex to continue funding the reserve accounts once they were established. We reverse the court’s entry of summary final judgment and remand for further proceedings.<sup>2</sup>

The MacKenzies have lived in Sullivan Ranch since 2007. Sullivan Ranch consists of 692 residential lots divided into two sub-associations. The MacKenzies own a lot in the second sub-association, a fifty-five and older community. The lots in Sullivan Ranch are governed by the “declaration of covenants, conditions, and restrictions” and the second amendment (“the declaration”), which were drafted by Centex. Centex was the developer of Sullivan Ranch and appointed the members of the board until December 2015 when the Board was turned over to the homeowners.

The MacKenzies filed the operative complaint, their fifth amended complaint, in April 2015 while the HOA was still controlled by Centex. They alleged three counts but only appeal summary judgment as to Count II. Count II alleged that Centex failed to make capital contributions to the HOA’s reserve accounts as required by sections 8.2 and 8.6(b) of the declaration and subsections 720.303(6)(b),(d) and (f) of the Florida Statutes.

Centex contributed an initial \$32,300 to the reserve funds in 2007. Centex later stopped contributing to the reserve funds although it continued to include a line item for reserve funds in the budget and collected reserve funds on the non-developer owned properties. Centex opted to pay Sullivan Ranch’s operating expenses in lieu of making any contributions to the reserve accounts and claimed that it had made no guarantee about funding the reserves. The MacKenzies allege the HOA is due approximately \$993,988, and they seek a declaration that Centex was obligated to make capital contributions during the time it controlled the HOA.

Centex argues that the MacKenzies lack standing to pursue their claim and that the lower court lacked jurisdiction over the action because the MacKenzies had not met the requirements for seeking a declaratory judgment under section 86.011, Florida Statutes (2015). Centex has not filed a cross appeal; therefore, this Court has no jurisdiction over the standing issue. See Philip J. Padovano, Florida Appellate Practice § 23:9 at 483 (2011) (“In the absence of a cross appeal, the appellee may only defend the order of the lower court and may not seek affirmative relief from any part of the order.”). A cross appeal is the proper method to seek review of an earlier non-final order when the final order is entirely favorable to the appellee. See Fla. R. App. P. 9.130(g),(h); Allen v. TIC Participations Tr., 722 So. 2d 260, 261 (Fla. 4th DCA 1998) (denying motion to dismiss cross appeal).<sup>3</sup>

Regardless of a cross appeal, this Court has an independent obligation to ensure jurisdiction was proper. See Shannon v. Cheney Bros., Inc., 157 So. 3d 397, 199 (Fla. 1st DCA 2015). Circuit courts have jurisdiction to “render declaratory judgments on the existence, or nonexistence: [ ] [o]f any immunity, power, privilege, or right.” § 86.011, Fla. Stat. To obtain a declaratory judgment “the plaintiff must show a bona fide, actual, present, and practical need for the declaration.” Wilson v. Cty. of Orange, 881 So. 2d 625, 631 (Fla. 5th DCA 2004) (quoting X Corp. v. Y Person, 622 So. 2d 1098, 1101 (Fla. 2d DCA 1993)).

Section 720.305, Florida Statutes (2015), provides any member of an HOA with the right to bring an action against the HOA or another member to “redress alleged failure or refusal to comply with [the HOA statutory provisions].” The declaration provides every property owner with a similar right. Centex argues that the MacKenzies have no right to a declaratory judgment as to the reserve funds because any recovery of such funds would flow to the reserve accounts of the HOA and not to the MacKenzies. Yet any increase in the reserve funds will make it less likely that special assessments will be required in the future—special assessments that would come directly from the MacKenzies and their heirs or assigns. Thus, we find the MacKenzies have a statutory and contractual right to enforce the declaration and a bona fide interest in the account. Jurisdiction is appropriate.

This Court reviews motions for summary final judgment de novo. Volusia Cty. v. Aberdeen at Ormond Beach, L.P., 760 So. 2d 126, 130 (Fla. 2000). Summary final judgment is required where the pleadings and summary judgment evidence demonstrate that 1) there is no genuine issue of material fact, and that 2) the moving party is entitled to judgment as a matter of law. Fla. R. Civ. P. 1.510(c). Issues of contract and statutory interpretation are reviewed de novo as they raise questions of law. See, e.g., State v. Daniels, 158 So. 3d 629, 630 (Fla. 5th DCA 2014); Heylin v. Gulfstream Prop. & Cas. Ins. Co., 147 So. 3d 659, 661 (Fla. 5th DCA 2014). When a statute is susceptible to only one reasonable interpretation, the plain language of the statute controls. Fla. Dep’t of Highway Safety & Motor Vehicles v. Hernandez, 74 So. 3d 1070, 1074 (Fla. 5th DCA 2011). Only where the plain language of a statute is ambiguous—where a reasonable person could find two different meanings leading to two different outcomes—will this Court resort to the tools of statutory construction. Fla. Dep’t of Transp. v. Clipper Bay Invs., LLC, 160 So. 3d 858, 862 (Fla. 2015).

The Homeowners' Association Act, which governs this action, “provide[s] procedures for operating homeowners' associations, and [ ] protect[s] the rights of association members without unduly impairing the ability of such associations to perform their functions.” § 720.302(1), Fla. Stat. (2015). Centex argues that section 720.308(1)(b) excused it from funding the HOA's reserve accounts. Section 720.308(1)(b) provides a developer the right to avoid paying its share of “operating expenses and assessments” on the lots the developer controls when it controls the board and elects to fund the difference between the assessments received from the lot owners and the “operating expenses incurred that exceed the assessments receivable.” § 720.308(1)(b), Fla. Stat. This is referred to as “deficit funding.” See *In re Majorca Isles Master Ass'n, Inc.*, No. 12-19056-BKC-AJC, 2016 WL 6157437 at \*10 (Bankr. S.D. Fla. Oct. 21, 2016). Centex argues that by deficit funding the HOA, it was excused from any obligation to fund the reserve accounts.

Centex's argument depends on an ambiguity in section 720.308(1)(b)—the subsection excuses a developer from paying its share of “operating expenses and assessments” if the developer funds the deficit in operating expenses. § 720.308(1)(b), Fla. Stat. The subsection is unclear as to whether the developer is excused from all other contributions, including contributions to the reserves, or if the developer is merely excused from paying the regular assessments on the properties. The declaration is, if anything, more ambiguous on this point as it specifically excludes contributions to reserves from the operating expenses without specifying whether Centex is liable for those expenses in addition to the operating deficit. Given this ambiguity, we turn to the tools of statutory construction to resolve this dispute.

The doctrine of *in pari materia* requires that statutes related to the same subject be “construed together to harmonize the statutes and to give effect to the Legislature's intent.” *Deen v. Wilson*, 1 So. 3d 1179, 1182 (Fla. 5th DCA 2009). The Florida Supreme Court has specified that Florida courts have a duty to adopt constructions of statutes that harmonize provisions within the same act. *Knowles v. Beverly Enterprise-Fla., Inc.*, 898 So. 2d 1, 9 (Fla. 2004).

Section 720.303(6)(d) of the Homeowners' Association Act requires an HOA to fund reserve accounts once they have been established.<sup>4</sup> Section 8.2 of the declaration likewise requires the board of Sullivan Ranch to include a reserve fund in its budgeting, although it allows the board to exercise its “business judgment” in establishing the amount of such reserves. Under the declaration, reserve funds are required to be held in a separate account and to be used for “major maintenance, repair, or replacement of those assets covered by the reserve budget.” Although the statute allows an HOA that is liable for deferred maintenance to forego creating reserve accounts, it requires that the HOA's budgets indicate that no reserves are being provided for by making a specific declaration in conspicuous font. § 720.303(6)(c)(1.), Fla. Stat. If reserve funds are provided for in the budget but no accounts are actually established, the statute requires that the failure to fund reserves be indicated in the budgets again using a conspicuous font. § 720.303(6)(c)(2.), Fla. Stat. The statute provides that the reserves may be reduced following a meeting and vote. § 720.303(6)(f), Fla. Stat.

Centex argues that because assessments are defined broadly to include all monies owed to the HOA, an excuse from contributing “operating expenses and assessments” must include more than just the operating expenses—it must excuse the developer from paying the reserve contributions as well because reserve funds are monies owed to the HOA.<sup>5</sup> Yet reading section 720.308(1)(b) to exhaust Centex's funding requirements creates a direct conflict with section 720.303(6), which requires reserve accounts be funded once established or defunded according to a regular procedure with specific notice to the homeowners. The legislature's requirement that changes to funding of the reserve accounts be conspicuously noted in the financial reports—reports which must be made available to all homeowners pursuant to section 720.303(7)—evidences an intent to keep homeowners aware of the state of reserve finances and to avoid allowing developers and boards to surprise homeowners with unexpected special assessments.

Reading section 720.308(1)(b) not to address the reserve accounts—leaving the original obligation to fund reserves in place—avoids a conflict with section 720.303(6) and ensures that the purposes of the sections are met, given that section 720.303(6) was specifically amended to provide for reserve accounts and avoid the need for special assessments. See Ch. 2007-173, Law of Fla. § 9. Moreover, it forces developers to comply with section 720.303(6) by either paying the reserve funds or waiving them at a proper meeting and noting the absence of reserve funds in a conspicuous location in the financial reports. Cf. *Meritage Homes of Fla., Inc. v. Lake Roberts Landing Homeowners*, 190 So. 3d 651, 652-53 (Fla. 5th DCA 2016) (affirming order requiring developer to pay reserve funds based on the developer's failure to follow proper procedures before waiving funds).

Here, the declaration provides for reserve accounts, and Centex made an initial contribution to the reserve fund in the amount of \$32,300 before removing those funds. Thus, under section 720.303(6), Centex is obligated to fund or maintain the reserves or vote to reduce or eliminate them and provide notice in the HOA's financial reports. See § 720.303(6)(d), Fla. Stat.

Centex argues, alternatively, that section 720.303(6) affects only the budgeting for the reserves not the funding of such reserves. Although section 720.303(6) refers specifically to “budgeting,” that section also speaks of “funding” and maintaining in subsections (d) and (f). Those subsections unambiguously require that reserve accounts, once established, must be funded or waived by a vote of the members, and they provide no support for treating the obligation to budget as completely distinct from the obligation to fund.

The difficulty with Centex's position is clear when considering the disclosure requirements of subsection 720.303(6)(c). Subsection (c) requires notice to homeowners when the budget does not provide funding for reserve accounts. § 720.303(6)(c), Fla. Stat. According to Centex, this is merely a requirement that a line item occur in the budget for “reserve accounts” and the question of whether the funds actually exist is immaterial. Under Centex's interpretation, a board could completely defund the reserve accounts without notifying homeowners, provided it continued to include a tally of what the reserve accounts ought to contain. This interpretation is incorrect because the plain language of subsection (c) requires the HOA to notify homeowners if it fails to fund the reserve accounts established in the budget. See § 720.303(6)(c)(2.), Fla. Stat.

Mindful of this Court's duty to construe statutory provisions as a whole where the plain language is ambiguous, we conclude that section 720.308(1)(b) should not be read to excuse a developer's otherwise valid obligation to fund reserves while it controls the HOA. Therefore, we reverse the summary final judgment and remand for further proceedings consistent with this opinion.

REVERSED and REMANDED for further proceedings.

FOOTNOTES 1. “Reserve accounts” are monies set aside for future capital expenditures and deferred maintenance of common areas. See § 701.303(6)(b), Fla. Stat. (2015). The goal of establishing reserves is to reduce the need for special assessments. Amy S. Thompson, *Legislative Changes to Chapter 720: Homeowners' Associations*, Florida Statutes, Regular Legislative Session 2007 and 2008, 82 Fla. Bar J. 20, 22 (Dec. 2008).

2. Appellees have asked that summary judgment be affirmed as to the current board because they are not a proper party to this litigation. Even though this argument appears to have merit, the proper remedy for the board is to seek dismissal under Florida Rule of Civil Procedure 1.420(a)(1). See also Fla. R. Civ. P. 1.250(b).

3. Centex urges this Court to affirm the order for lack of standing under the tipsy-coachman doctrine. Yet lack of standing is not a proper tipsy-coachman argument because it would require the order on appeal be dismissed rather than affirmed. The tipsy-coachman doctrine only applies where the trial court “reaches the right result, but for the wrong reason.” *Robertson v. State*, 829 So. 2d 901, 906 (Fla. 2002) (emphasis added).

4. See § 720.303(6)(d), Fla. Stat. (“Once established as provided in this subsection, the reserve accounts must be funded or maintained or have their funding waived in the manner provided in paragraph (f).”).

5. See § 720.301(1), Fla. Stat. (2015) (“ ‘Assessment’ . means a sum or sums of money payable to the association, . which if not paid by the owner of a parcel, can result in a lien against the parcel.”).

COHEN, J.

SAWAYA and EDWARDS, JJ., concur.

## CONCLUSION

Whether or not the developer is required or had not been required to adequately fund the reserve account since one was established, by at least 2016, is a question that requires consultation with an independently hired Florida attorney, that specializes in HOA & Condo Law, by the new Homeowner HOA majority Board. This is particularly true considering the change in Fl. St. 720 which took effect after July 1, 2021, since this also affects the developer obligations for 2021 and 2022.

**WINDING CYPRESS**  
**Transition Sub-committee: Contracts and Insurance**

Chair: William Powell

Members: Frank Bepko  
Linda Herzog  
Greg Kroeger  
Lisa McNeil  
Marcia Palmer

Schedule for reports:

Draft due: **December 20th, 2021**

2nd draft due: **January 10th, 2022**

Final report due: **January 24th, 2022**

**1. VISION/MISSION STATEMENT:**

- **Vision Statement:** The Winding Cypress Transition Committee Members envision the community as a desirable place that we are all proud to call home. A community of friendly, well-maintained, safe, caring, and respectful neighbors, who cooperate with each other to uphold and grow the value of our properties and our family, friends, and community relationships
  
- **Mission Statement:** The mission of the Insurance & Contracts Transition Committee Members of the Winding Cypress Homeowners Association is to preserve and enhance the property of our subdivision by reviewing our existing vendor contracts to ensure not only fiscal responsibility but that all areas of the community are being properly serviced and maintained. Scope includes reviewing of work to have a better understanding of frequency of events, associated costs, post orders, termination clauses, renewals, and recommending re-negotiation of pricing / services etc.

Furthermore, the Committee will analyze all existing Association insurance policies, making recommendations where appropriate, while obtaining quotes for new policies to replace the master Pulte policy at turnover. The summary as well as the recommendations will be presented to both the current developer Board as well as to the new Homeowner Board.

Our view is that the new Board will serve the Homeowners by taking a fair, ethical and objective approach in representing the interest of all homeowners. Winding Cypress HOA will support the community to be maintained as a safe, friendly, and enjoyable place to live for each homeowner and his/her respective family. We will recommend that the Association Bylaws, Covenants and Restrictions provide ethical and fiscally responsible solutions to promote a sense of community, to enhance our property values, and plan for the future.

**1. Statement of Process for Gathering Information:**

- **Contracts:** Request for copy of all current vendor contracts from Southwest Management, committee member meetings and contract review, creation of contract information spreadsheet, meetings with Southwest Management for additional information gathering and for answers to specific questions, prepare report.

- **Insurance:** Copies of all existing HOA policies were requested and received from SWPM.

## 2. **Narrative of Information Gathered:**

- **Contracts:**
  - Copies of current vendor contracts and feedback and commentary from Community Association Manager (CAM)
  - Initial summary spreadsheet of existing contracts
  - Recommendations regarding our existing vendors including potential rebids by the new Board.
- **Insurance:**
  - In addition to reviewing the existing HOA insurance policies the Committee has been tasked with obtaining quotes for new policies to replace the existing Pulte master policy. These policies will include:
    - Liquor Liability for Shady Palm, A quote has been requested for \$1MM for Each Common Cause, \$2MM in the Aggregate with a \$1k per Claim Deductible.
    - Property & Liability coverages for the Amenity Center.
  - An appraisal was requested by Pulte and received the week of December 6<sup>th</sup>. This appraisal was submitted to the insurance broker to be utilized in conjunction with the various quotes requested. The new policies need to be in force prior to “turnover” for Pulte to transfer ownership of the Amenity Center to the HOA.

## 3. **Statement of Items Requested; Not Received:**

Everything has been received that has been requested from both Pulte and SWPM. Quotes for all insurance policies, new and revised, were received Jan 21<sup>st</sup>. All requested improvements have been added (no-coinsurance, agreed valuation, named storm deductible etc.) with a highly rated carrier AMRISC/Lloyds. AMRISC/Lloyds is a non-admitted carrier with an AM Best rating of an “A”. They will cover the HOA property. Cincinnati will cover the General Liability, Social Engineering, Cyber Liability. Philadelphia will continue to cover Directors & Officers and Crime and Mass Bay will continue to cover Workers Compensation. We greatly improved our Umbrella by switching it to Greenwich Insurance and boosting it from 5MM to 15MM at a good price point.

## **Analysis of Information Gathered:**

- **Contracts** – (Spreadsheet attached)
  - All existing contracts are functioning adequately. Given that there is no contract under which more than 60 days are required for cancellation, it is recommended that the new board maintain current contracts until it has had time to review, prioritize and analyze them.
  - When the new board deems it appropriate to consider other vendor contracts, a process to ensure clear and consistent requirements for an apples-to-apples comparison and assessment should be developed. This recommendation is especially important for the two most costly contracts; Sunnygrove and Southwest Property Management.
  - When the board reviews the landscaping contract, a competitive pricing and work product assessment to include combining several contracts and smaller jobs into one all-encompassing master contract with consistent scope is recommended to determine if economies of scale for a lower rate can be obtained. Currently irrigation systems are provided by Napier with multiple separate Sunnygrove contracts.

- It is recommended that the HOA office maintain vendor tracking logs for the larger contracts. These logs should include both positive and negative feedback and issues. This will facilitate review of existing vendors if and when additional bids are considered.
  - There is currently no contract with Main Gate. A contract for maintenance and repair of main and back entry gates should be considered due to the multiple gate malfunctions we have encountered to date. This may allow us to realize lower pricing.
  - The Southwest Property Management contract should have an addendum where job descriptions and accountability for all positions are documented and clarified.
  - All contracts should be updated by the new board to include pricing, terms, and detail of coverage even when they are evergreen contracts. If a contract automatically renews without requiring an updated signature, it should be recorded in writing along with the current pricing.
- **Insurance** – Weaknesses in the policies were identified and quotes have been requested and received from our current insurance broker. Upgrades include:
    - Requested and received a quote for 100% Agreed Value Coverage. We have a full appraisal in hand with no Coinsurance.
    - Requested and received a quote to boost our Cyber to 250k/250k (Data Defender/Network Defender) to the next level up from the 50k/50k that we currently have.
    - Added a Named Storm (or Hurricane deductible) to the policy with a 3% deductible.
    - Increased our limits for debris removal.
    - Increased the Umbrella from 5MM to 15MM.
    - Our Commercial Liability currently has a 2MM General Aggregate with 1MM for each occurrence, it was kept the same because of the Umbrella increase!
    - Updated the insured location from the Sales Center address to the Club House.
    - Added a Social Engineering clause to our existing Crime Policy.

#### 4. **Identification of Topics and Issues the New HO Board Will Need to Address:**

- **Contracts:**
  - All contracts should be brought current upon renewal. Many are originals from years ago. Current pricing and updated responsibilities are important to have on file.
  - Ensure that current and future landscaping contracts are properly scoped and that all bidders are provided with identical requirements.
  - Implement Vendor tracking logs with large scale vendors
  - Consider contract with Main Gate to perform maintenance on the front and rear gates.
  - When appropriate, contracts should include job descriptions.
  - Contracts that include aging equipment should be prioritized for review.
  - Shady Palm merchant servicing currently has 3 contracts in place (I-Pad licenses, card processing, and account set-up). The new board should consider reviewing this set-up to determine whether better, more consistent and efficient servicing and better pricing may be achieved.
  - Security cameras should be investigated. The cameras are original equipment, and the technology is outdated. Pictures can be grainy and unusable. It is important that the HOA and Board have real-time access to any issues that may occur. This should ideally occur at no extra cost to the HOA. The community has cameras at all points of ingress but should consider cameras for egress at both gates.

- **Insurance:**
- **The remaining tasks remaining for the Committee are:**
  1. **Negotiate new premium financing terms with the Insurance Broker.** The first quote was received Jan 21<sup>st</sup>. In Conjunction with the financing we need to determine how much of a down payment the HOA should make. Financing is typical in the Commercial Property insurance market because it helps to preserve liquidity for the insured.
  2. **The proposal(s) have to be forwarded to the current Board** (pre-turnover) for approval. Once approved and the policies are in place. Then the Developer will turn over the deed for the Amenity Center to the HOA prior to Jan 31<sup>st</sup>.
  3. **Of Note:** The cost of our new policies were significantly underestimated by the Developer Board. They had budgeted 70k but the actual totaled \$ 98,634. The Amenity Center has been covered, since its inception, under a Pulte master policy. The under estimating could not have been known until we started getting actual quotes. With the overall valuation of the property, the proximity to the Gulf, size of the Amenity Center and other factors we were initially declined coverage by 7 other carriers. But through perseverance of this Committee we did, finally, achieve success. One of the Committee members is an owner of another major insurance agency and had his specialist review the proposals to ensure we not only received top notch protection for the HOA but that the pricing was on the mark. The current Board will have to revise the budget to accommodate the added expense.

# **BUILDING AND GROUNDS TRANSITION SUBCOMMITTEE REPORT**

**Submitted by William Romano, Chair**

- I. Subcommittee Mission Statement
- II. Information Gathering Statement
- III. Narrative of Information Gathered
  - A. Amenity Center/Surrounding, Guard House, Fountain, Irrigation Pumps
  - B. Grounds
- IV. Information Still Needed
  - A. Plans
  - B. Project Files
- V. Analysis
  - A. Amenity Center/Clubhouse
    - 1. Building Exterior
    - 2. Locker Rooms
    - 3. Fitness Center
    - 4. Movement Studio
    - 5. Activity Room
    - 6. Catering Kitchen
  - B. Resort Pool/Surrounding Area
  - C. Bar and Grill (Shady Palm Cafe)
  - D. Outdoor Gaming Areas (Pickleball, Tennis, Bocce)
  - E. Amenity Center Grounds (Parking and Landscape)
  - F. Dog Park
  - G. Guard House and Gates
  - H. Front Entrance Fountain
  - I. Boardwalk and Wood Fences
  - J. Stucco Walls
  - K. Chain Link Fences
  - L. Irrigation Pumps
  - M. Paving
  - N. Manhole Covers
  - O. Street Drains
  - P. Sidewalks
  - Q. Concrete Curbs and Gutters
  - R. Trees and Root Barriers
  - S. Landscaping
  - T. Utility Boxes
    - 1. Gas Boxes and Markers
    - 2. Sewer Boxes
    - 3. Water Boxes
    - 4. Transformers

5. Irrigation

U. Streetlights

VI. Issues for New HO Board to Address

## **I. Subcommittee Mission Statement**

*In support of the transition committee mission, inspect all areas within subcommittee purview, document findings, and report issues for future homeowners board to address*

## **II. Information Gathering Statement**

*Identify all buildings and facilities within Winding Cypress (WC) that fall within subcommittee purview. Collaborate with resources to gather information*

## **III. Narrative of Information Gathered**

*The information gathered in this report was obtained during the months of October, November, and December 2021, by the committee, in concert with the appropriate individuals (resources), utilizing visual inspections, and, when possible, operational testing. Due to the large area of responsibility, the items within the sub committee's purview was divided between two groups, one focused on "facilities", and the other on "grounds". The subcommittee met as a whole, as well as worked independently to accomplish the mission*

### **C. Amenity Center/Surrounding, Guard House, Fountain, Irrigation Pumps**

*Committee members involved in these inspections were Michael Kaufman, Vince D'Andrea, Lou LaBarba, and Michael Bevacqua. This group's backgrounds include engineering, cconstruction, plumbing and cconstruction codes. The inspections were mainly limited to visual inspections but wherever possible, operational testing was performed. The group obtained their information from the following:*

1. Meetings with Property Manager, Hazel Ward, and Maintenance Supervisor, Jose Lora, to gain access to the roof(AC) and other secured areas of the amenity center, and to discuss the gaming areas and pool equipment
2. Communication with Contracts Transition Committee Chairman, Bill Powell to obtain contractor information
3. Phone conversations with Rich Johnson, owner of Cascade Fountains, to obtain history on the fountain/area
4. Meeting at guard house (including tour and demos) with SunStates Security Supervisor/Account Manager, Francisco Exantus
5. On-site conversation and visual inspection (motors, disc filters, telemetry, and timers) with techs from irrigation pumps contractor, Hoover

### **D. Streets, Sidewalks, Walls, Fencing, Boardwalk, Dog Park**

*Committee members involved in these inspections were William Romano and Bonnie Bell, with help from Lou LaBarba. This group's applicable backgrounds include electric and gas utilities installation, concrete and asphalt test coring, landscaping, and computer skills. The group obtained their information from the following:*

1. Meetings with Property Manager, Hazel Ward, including drive-around orientation to identify areas within purview
2. Visual inspections of community landscaping, walls and fencing, boardwalk, dog park, sidewalks, streets (including storm drains and manholes), lighting, and utility covers, boxes, and markers. Notations were made on spreadsheets, and photos taken as appropriate (included as attachments)

#### **IV. Information Still Needed**

- A. Several sets of hard-copy “for construction” and/or “as-built” drawings for the community, including structural, mechanical, electrical and plan view/architectural drawings. The PDF files of drawings provided for several facilities (see attachments) are not sufficient for future HOA purposes, because you can’t read the details and navigate within the drawings.
- B. Provide details on the project files and other construction documentation which will be turned over to the community at handover, including where they will be stored. This information will be critical to managing the community, going forward, and will be necessary to perform the independent 3<sup>rd</sup> party Engineering evaluation described below

#### **V. Analysis**

*Note: due to the large size of the file, photos, spreadsheets, maps, and other supporting materials are in separate document*

##### **A. Amenity Center/Clubhouse**

- 1. Structure Exterior
  - a) Tiles are missing on the East side of second story entrance – replace/repair
  - b) Exterior central light fixture missing from second story entrance ceiling – replace
  - c) Verify that all windows in facility are hurricane proof glass
- 2. Locker Rooms
  - a) No hot water in Male locker room at handicapped bathroom sink – verify/correct
  - b) Mirror silver backing coming off in corners in Male Locker Room – repair/replace
  - c) Female Locker Room hand shower wand is cracked on backside – replace
- 3. Fitness Center
  - a) Grease fittings on several machines (i.e. leg press) show no evidence of lubrication – correct maintenance practice with machine service contractor
  - b) Ceiling fans in room cannot be independently controlled - correct (impossible to get all fans blowing downward with remote control)
  - c) Yellow buttons controlling speed/incline on 2 treadmills have dead spots – repair
  - d) Verify that all TV/Internet functions work on treadmills/elliptical
- 4. Movement Studio
  - a) Ceiling fan directions cannot be independently adjusted – correct
- 5. Activity Room
  - a) Elevated Wall Clock does not operate – repair/replace
  - b) Prior ceiling leaks in storage area from AC unit – AC vendor to verify proper condensate drain/ drip pan operation in attic
  - c) TVs in room should have ability to display common presentation – correct
- 6. Catering Kitchen
  - a) One refrigerator doesn’t make water or ice - repair or replace
  - b) Dishwasher does not operate - repair or replace
  - c) several cabinet door hinges are loose – repair or replace
  - d) Drawer near dishwasher can’t open due to interference with handle – correct

##### **B. Pool Area**

- 1. At least 3 chipped tiles found at various locations of the pool perimeter walls – pool vendor to inspect pool walls and repair all damaged tiles found

2. 5 chairs near fireplace seating area and south of restaurant missing end caps – repair
3. 1 lounge chair east of pool has fabric split – repair
4. Fabric Chairs are stained – professional cleaning required
5. Many umbrella bases have wheels which are frozen/hard to turn – repair/replace
6. Several outdoor speakers (green domes) by pool near restaurant entrance are not working - repair or replace
7. Park Bench in same area heavily corroded – replace
8. Two sections of vegetation around pool perimeter appear dead, including areas in front of shower rooms – replace
9. Many brown sprinkler lines in pool area are exposed and need burial – repair
10. Male shower floor drain nearest door not connected to sewer – repair
11. Male shower wand handle split and sprays water – replace
12. 40' Section of perimeter fencing is leaning badly (East of pool) - repair/replace

**C. Bar and Grill (Shady Palm Cafe)**

1. Two holes in screens by southwest exit door - repair
2. Determine whether screens are sufficient hurricane protection
3. NOTE: health inspection and exhaust hood cleanings up to date

**D. Outdoor Gaming Areas (Pickleball, Tennis, Bocce)**

1. Surface electrical breaker box contains open empty spaces (electrical hazard) and are infested by ants in corner of box. – correct
2. In-ground sprinkler boxes contain low voltage wiring with simple twist-type connectors – lack of waterproof connections is a general concern for entire community sprinkler system - correct
3. Asphalt walkways on north and east sides of gaming areas have a significant drainage issue. Significant low areas create ponding and mud runoff onto asphalt, creating slipping hazard. Also, quality of asphalt in area is poor (edges breaking down). Believe entire area will need to be torn up, re-graded, and drainage collection system installed as appropriate
4. Pickleball courts have low areas where water is coming up through cracks

**E. Amenity Center Grounds (Parking and Landscape)**

1. Asphalt paving in parking lot is dry with exposed aggregate – recommend oil/sealing
2. Parking stripes heavily weathered, especially handicapped stripes – repair/replace
3. The end of parking lot curb near handicapped parking and bocci court is broken – repair
4. Multiple dead plants - replace

**F. Dog Park**

1. Ground wire not connected to fence/gate - repair
2. Washed out area along fence that small dogs can go under - repair
3. Paving is cracking
4. Drain in path is above the pavement, and is a tripping hazard - repair
5. Umbrellas broken - replace

**G. Guard House and Gates**

1. Entire guardhouse exterior needs power-washed and repainted

2. Front dormer is missing some siding – repair/replace
3. Entrance door and closer needs adjustment to close and latch – adjust
4. Interior Guardhouse trim is badly worn, and needs painted – paint
5. No smoke alarm in occupied guard space – install smoke alarm
6. Ventilation fan in guardhouse bathroom inoperative – repair/replace
7. Several shelves are required to properly store supplies – install shelves
8. Gutter on owner-side drive-thru has been hit and needs replaced – replace
9. Curb and gutter in front of employee entrance is broken – replace
10. Downspouts require elbows to properly route water – repair
11. Vegetation at front turn-around area are dead – replace
12. Pedestrians and Bicyclists can bypass security via FPL right of way – gate required
13. Entrance control gate required for non-resident side of guard house – gate required
14. Entrance and exit gates need adjustment to open and close together - adjust
15. Entrance and Exit gate actuator bars need wear bushings/lubrication at pivot points - repair
16. Guard station has no real desk and needs built-in to properly display/manage video screens – redesign and correct
17. Router/modem in utility closet not properly secured – currently hanging from cords – repair
18. Camera screen showing approach to guardhouse area drops out – troubleshoot/repair
19. Camera showing property entrance does not display - correct
20. Non-resident side control of main entrance gate is by garage style remote. Distance to antenna requires guard to exit guardhouse to activate gate – correct so guard can run gate from inside guardhouse
21. Inadequate display space for highway 41 video prevents easy monitoring
22. Slow Image transmission speed from highway 41 gate misses details of activity - repair
23. Guard has no way of communicating with or tacking actions at Highway 41 gate – correct

#### **H. Front Entrance Fountain**

A physical inspection of the fountain (designed and built by Jackson Pools) was made by walking its perimeter and noting all overflows from cell to cell, as well as observing all the water collection pipes for proper operation. No deficiencies or odors were noted during the inspection, and the fountain was operating properly, with appropriate water heights from the central spray, the surrounding sprays, and the perimeter sprays (which come from fan-shaped spray heads).

Additionally, it was learned that:

1. Current system consists of 3 centrifugal pumps with top-mounted electrical motors to power pump circuits
2. Output from the three pumps is aggregated and flows to each part of the fountain are regulated by manual valves
3. Original design was by Jackson Pools, whose design included variable frequency drives for the pump/motor sets. Apparently, the original design was to permit variation of fountain water heights according to the VFD program

4. Variable Frequency Drives have been inoperable since the vendor, Cascade Fountain has been responsible for the fountain (2019)
5. Three motors have been replaced since 2019, suggesting a 6 - 7-year life. Properly aligned and lubricated electrical motors, equipped with the proper seals for the duty environment, should provide a 10 – 15-year service life
6. In view of the above, The Homeowner's HOA should pay special attention to the proper maintenance and setup of these motors to obtain a reasonable service life
7. The variable frequency drives have been inoperable for some time. Cascade Fountain has recommended that the electrical controls for the fountain should be simplified to eliminate the VFDs and simplify maintenance going forward. Their proposal to developer to do this work is \$7k - \$10k. Developer should pay for and complete this repair before turnover of the community to the owner-based HOA

#### **I. Boardwalk and Wood Fences**

1. Boards are deteriorating - replace damaged wood and treat boardwalk with wood preservative
2. The fencing starting at the front right side of Mockingbird, that winds around the corner and goes along WC (towards phase 2) is showing some warping, popping screws, and dry rot - repair/replace

#### **J. Stucco Walls**

There was one area in Phase 2 where the stucco and/or paint was coming off in large chips - repair

*NOTE: walls are hard to inspect due to thick landscaping*

#### **K. Chain Link Fences**

1. Phase 2 chain-link fencing has 4 areas where the fence is damaged due to fallen trees resting on the fencing - repair
2. Phase 2 has 6 areas where the clamps and/or wire has pulled away from the links, causing the top of the fence to bow - repair
3. There are multiple areas where plants are growing against, into, and through the links, but no damage was noted

#### **L. Irrigation Pumps**

Winding Cypress has 3 irrigation pump systems (with 3 stations in each phase) which provide pressurized water to all lawn irrigation zones located throughout the community. These systems are currently maintained and operated by Hoover Pumps. The systems are very modern and up to date. A key feature built into each system is a drum filtration system which removes sediment from the lake water prior to use by the irrigation system, eliminating potential spray head plugging issues. In addition, the system has self-diagnostics and telemetry so that problems can be reported and diagnosed remotely. The Property Manager sends reports to the County, periodically, to report water use.

*NOTE: In addition to the irrigation stations, there are five lift stations (sewer) in the community. The County is responsible for the lift stations in their entirety, including providing and servicing standby generators to operate during Hurricane/related power outages.*

#### **M. Paving**

1. Areas are cracking and buckled

2. Poor top layers that are not smooth and are washing away
3. Sink holes and potholes - repair
4. Tar, motor oil and grease stains from construction vehicles

#### **N. Manhole Covers**

There are several manhole covers on Blackberry and Winding Cypress (phase 2) that are noticeably above grade - repair

#### **O. Street Drains**

1. Construction debris present on top of the grating and/or inside the pits - clean drains
2. Cracked curbs under storm drains - repair
3. Low area/elevation near drains, causing puddling - repair

#### **P. Sidewalks**

*Note: Sidewalks in front of residences are not the property of the homeowner*

1. There are numerous cracks, including approximately 10% of residences
2. Poor finishes, including areas where construction materials are molded into the surface
3. Slab colors are inconsistent
4. Many common area sidewalks require power washing (sidewalks in each phase are power washed every 3 years, alternating between phases annually)
5. Handicap mats are chipped and missing pieces - repair

#### **Q. Concrete Curbs and Gutters**

1. Numerous curb cracks, including approximately 39% of residences - repair
2. Multiple areas where curb repairs (patches) are inconsistent and irregular

#### **R. Trees and Tree Barriers**

1. Planting of oak trees in front of each residence, in strip between sidewalks and streets, is a major long-term issue. Approximately 78% of residences have trees with visible surface roots (and some with raised sidewalks). Despite installation of 12" root barriers, sidewalks and curbing may be subject to damage (heaving and cracks)
2. Asphalt path behind tennis courts is being pushed up by trees - repair
3. Potential damage from trees can occur to underground utility piping

#### **S. Landscaping**

In terms of landscaping, WC grounds fall into three general categories: common area that is landscaped, common area left natural (not preserve), and residents' yards. There are several contractors maintaining and supporting WC landscaping (see Insurance and Contracts report).

*NOTE: The HOA is only responsible for maintaining and replacing plantings that are original to the builder-provided landscape in residents' yards.*

1. Multiple common areas with dead and/or failing plants - developer to replace
2. Multiple bare spots in common areas where plants have been removed - developer to replace
3. One resident claims to have a "promise" that the NATURAL common area near their house would be replaced with plantings - resolve issue

#### **T. Utility Boxes and Irrigation Boxes**

1. Gas
  - a) Boxes are missing lids - contact utility company to replace
  - b) Boxes are sunken or above grade, and/or not level - contact utility company to fix

2. Sewer
  - a) Markers broken and laying on ground
  - b) Boxes are missing lids - contact County to replace
  - c) Boxes are sunken or above grade, and/or not level - contact County to fix
3. Drinking Water
  - a) Boxes are missing lids - contact County to replace
  - b) Boxes are sunken or above grade, and/or not level - contact County to fix
4. Transformers
 

Transformers need paint. FP&L is responsible for all the transformers in the neighborhood. Report issue, and pay FPL to paint transformers
5. Irrigation Boxes
  - a) Boxes are missing lids - developer to replace
  - b) Boxes are sunken or above grade, and/or not level - developer to repair

#### **U. Streetlights**

There are 3 types of streetlights in WC, with some owned by FPL, and some by the HOA. It is somewhat challenging to tell the difference. The bell-shaped lights with a slightly different pole, and letters and numbers on them, are FPL's. No issues were found with the HOA street lights.

### **VI. Issues for New Homeowners Board to Address**

- A. **ENGINEERING EVALUATION.** An independent, 3<sup>rd</sup> party engineering evaluation of the community should be budgeted for and completed under the new direction of the new board. This evaluation should include
  1. A detailed review of "for construction" drawings and specifications, and onsite evaluation of the project to verify that it was built according to design
  2. A physical inspection of facilities including a survey of road asphalt thickness vs design (test cored to ensure the asphalt and base meet the specs)
  3. A camera survey of the storm sewer system
  4. As part of this study, expected life and major refurbishments required should be defined for all facilities
- B. **IRRIGATION CONNECTORS.** All irrigation system wiring contained in in-ground junction boxes are joined using twist-type electrical connectors which are not waterproof. Long-term, this may create a significant maintenance issue, as water and soil cause deterioration of the connections. Board should determine if installation of irrigation system waterproof connectors is required and if this is the responsibility of the developer
- C. **SIDEWALK PLAN.** Develop a plan to prevent sidewalk damage due to tree roots
- D. **BOARDWALK PLAN.** Develop a plan to address the condition, lifespan, and preventive maintenance of the boardwalk. To our knowledge, no reserves exist for replacement. *An educated guess of cost to replace the boardwalk is approximately \$500K*
- E. **MAINTENANCE SOFTWARE.** Consider the purchase/implementation of a work order-based maintenance planning software system. Additionally, a facility preventative maintenance (PM) software program should be developed and integrated into the work order system, based on input from current maintenance contractors and equipment manufacturers. PM program should include inspection checklists for all major equipment/facilities, and

appropriate lubrication/replacement frequencies. Under the current system, SWPM relies on the equipment vendors to perform required maintenance, and for most of the equipment history record keeping. This leaves the community vulnerable to loss of continuity and records, should vendors be changed. Additionally, no mechanism is provided to verify that required maintenance is being performed, on the appropriate frequency, and to the appropriate standard.

- F. **ANNUAL POWER WASHING CONTRACT.** Consider obtaining a contract for annual power washing of all common areas
- G. **STORM DRAIN CLEANING CONTRACT.** Consider obtaining a contract for routine storm drain cleaning, and develop plan for keeping drains clear during a hurricane

## Roadway Totals and Percentages

The curbs/gutters are not level and the water doesn't reach the drain. Several Homeowners have complained with no corrective action taken

Street Name	Homes Inspected	Roadway				
		Street Drain	Manhole	Paver	Asphalt	Curb Cracked
Cocoplum Odd	17				12	
Cocoplum Even	16				8	
Penny Royal Even	5					
Penny Royal Odd	12					
Bromelaide Dr Even	7					
Bromelaide Dr Odd						1
Winding Cypress Odd (3)	34					3
Winding Cypress Even (3)	35					2
Amenity Center Parking Lot	1			1	1	1
Walkway Path around Pool-courts	1				1	
PRW Dog Park	1	1			1	
Mockingbird EVEN	14					9
Mockingbird ODD	9					7
Wiregrass ODD	3				1	
Wiregrass EVEN	3			1		1
Clamshell	17		2		2	7
WINDING CYPRESS ODD (2)	17				1	9
WINDING CYPRESS EVEN (2)	0					4
Lilly Way Even	10					3
Lilly Way Odd	6				1	
Live Oak Dr Even	43					6
Live Oak Dr Odd	63					6
Jacaranda Ln Even	65					22
Jacaranda Ln Odd	51					20
Chenille Ct Even						
Chenille Ct Odd	8					5
Winding Cypress Odd	88					40
Winding Cypress Even	98					55
Arrowhead Way Odd	11					9
Arrowhead Way Even	6				2	5
Blackberry Dr Even	31	4			1	23
Blackberry Dr Odd	40				1	31
Geranium Way Odd	6					6
Geranium Way Even	8				1	8
<b>Grand Totals</b>	<b>726</b>	<b>5</b>	<b>2</b>	<b>2</b>	<b>33</b>	<b>283</b>
<b>Percentage</b>	<b>%</b>	<b>0.69%</b>	<b>0.28%</b>	<b>0.28%</b>	<b>4.55%</b>	<b>38.98%</b>

## Sidewalk Totals and Percentages

Many sidewalks not level and the water doesn't drain. Several Homeowners have complained with no corrective action taken

Street Name	Homes Inspected	Sidewalk			
		Color	Cracked	Finish	Handicap
Cocoplum Odd	17	5	5		
Cocoplum Even	16	9	4		
Penny Royal Even	5		1	1	
Penny Royal Odd	12			2	
Bromelaide Dr Even	7		1	2	
Bromelaide Dr Odd					
Winding Cypress Odd (3)	34	1		4	
Winding Cypress Even (3)	35	1			
Amenity Center Parking Lot	1	pavers			
Walkway Path around Pool-courts	1		1		
PRW Dog Park	1		1		
Mockingbird EVEN	14		2	2	1
Mockingbird ODD	9		3		
Wiregrass ODD	3		1		
Wiregrass EVEN	3				
Clamshell	17			1	
WINDING CYPRESS ODD (2)	17		7	5	1
WINDING CYPRESS EVEN (2)	0		3		
Lilly Way Even	10		2		
Lilly Way Odd	6				
Live Oak Dr Even	43		5	4	
Live Oak Dr Odd	63		2	3	
Jacaranda Ln Even	65		1	4	
Jacaranda Ln Odd	51		2	1	
Chenille Ct Even					
Chenille Ct Odd	8				
Winding Cypress Odd	88	5	14	10	
Winding Cypress Even	98		1		
Arrowhead Way Odd	11	2	2		
Arrowhead Way Even	6		2		
Blackberry Dr Even	31		2	4	
Blackberry Dr Odd	40		7	2	
Geranium Way Odd	6		1	2	
Geranium Way Even	8		1	1	
<b>Grand Totals</b>	<b>726</b>	<b>23</b>	<b>71</b>	<b>48</b>	<b>2</b>
<b>Percentage</b>	<b>%</b>	<b>3.17%</b>	<b>9.78%</b>	<b>6.61%</b>	<b>0.28%</b>

## Common Ground Totals and Percentages

Many bushes and shrubs are full of fungus and bugs and need replacement. Trees that are very close to the houses need to be trimmed or removed because rats can go into the house gutters. The utility boxes are dangerously high, to low or not level and need to be regraded to prevent serious injuries.

Oak Trees planted in front of homes will cause damage to sidewalks and curbing as they grow. This will be a high expense to the HOA if not addressed now.

Street Name	Homes Inspected	Common Grounds								
		Tree	Gas Marker	Gas Box	Water Box	Sewer Box	Electric Box	Cable Box	Sprinkler Box	Fire Hydrant
Cocoplum Odd	17	17							1	
Cocoplum Even	16		1							
Penny Royal Even	5								1	
Penny Royal Odd	12	12							1	
Bromelaide Dr Even	7	7								
Bromelaide Dr Odd		5						1	1	
Winding Cypress Odd (3)	34					1			2	
Winding Cypress Even (3)	35	35		1	1				1	
Amenity Center Parking Lot	1	1								
Walkway Path around Pool-courts	1	5								
PRW Dog Park	1									
Mockingbird EVEN	14	14								
Mockingbird ODD	9	9								
Wiregrass ODD	3									
Wiregrass EVEN	3									
Clamshell	17	16			4					
WINDING CYPRESS ODD (2)	17	10		1	3	2			2	
WINDING CYPRESS EVEN (2)	0			1		1			1	
Lilly Way Even	10	10				1				
Lilly Way Odd	6	6				1				
Live Oak Dr Even	43	43				7	1			
Live Oak Dr Odd	63	63								
Jacaranda Ln Even	65	65				1				
Jacaranda Ln Odd	51	51		1	3	2			1	
Chenille Ct Even										
Chenille Ct Odd	8	9								
Winding Cypress Odd	88	88		1		6			3	1
Winding Cypress Even	98				1	5			5	
Arrowhead Way Odd	11	11								
Arrowhead Way Even	6	6				1			2	
Blackberry Dr Even	31	31				3			1	
Blackberry Dr Odd	40	40			1	4			2	
Geranium Way Odd	6	6				1	1	1		
Geranium Way Even	8	8							2	
<b>Grand Totals</b>	<b>726</b>	<b>568</b>	<b>1</b>	<b>5</b>	<b>13</b>	<b>38</b>	<b>2</b>	<b>2</b>	<b>24</b>	<b>1</b>
<b>Percentage</b>	<b>%</b>	<b>78.24%</b>	<b>0.14%</b>	<b>0.69%</b>	<b>1.79%</b>	<b>5.23%</b>	<b>0.28%</b>	<b>0.28%</b>	<b>3.31%</b>	<b>0.14%</b>

**BOARDWALK AND WOOD FENCES:** Since this type of decking material is made from natural wood, it will inevitably splinter with time. After being outdoors for six to twelve months, treated decks may also experience checking, a process where wood begins to dry out and split apart due to exposure to alternate cycles of wetting and drying. Color fading will most likely occur as the wood is exposed to ultraviolet rays from the sun over time.

To protect your deck from these disadvantages - splintering, checking, fading, or becoming porous and soft - you must stain and apply a penetrating sealer to the wood annually. Without proper care, the wood will retain stains and blemishes from leaves and debris.

Upkeep of your wood deck, railing, fence, and other outdoor structures is important for keeping your pressure-treated lumber in tip-top shape.

Know the facts and how you can protect your wood against common or naturally occurring problems.

Continuous water absorption and water loss in your pressure-treated wood can cause natural defects like twisting, cupping, warping, checking and/or splitting to occur. Application of a sealer or semitransparent stain made for pressure-treated wood is key to reducing this water movement.

Whenever wood is frequently exposed to humid conditions, mildew growth will occur. To avoid unpleasant growth, you'll need to clean the wood with a cleaner containing a mildewcide, so your pressure-treated lumber will remain bright and attractive.

If you're looking to maintain the original color of pressure-treated wood longer, you will need to not only clean your deck periodically, but also apply a water-repellent finish with an ultraviolet stabilizer. The stabilizer will not prevent eventual discoloration but will slow the process.

**STUCCO WALLS:** Homeowners Associations have increasingly turned to the use of concrete security, boundary, and privacy fences in recent years. The advantages are plentiful, whether the living environment is a gated or non-gated community, a townhouse development, condominiums, or an apartment complex.

It is common practice in Florida to apply stucco over a concrete block wall in the hope that it will provide a waterproof layer, making the wall weather tight. This is accomplished by applying stucco directly to the surface of concrete block without reinforcing or supporting lath. Typical requirements are for 5/8 in. to 3/4 in. thick coatings of stucco, but layers as thin as 1/4 in. or less are commonly observed, particularly on low budget projects. Observations of many installations have found that water is frequently able to pass through the stucco into the wall assembly. It was observed that as stucco, as well as applied coatings and sealants, aged, the amount of water intrusion increased both in magnitude and frequency. Close inspections of the stucco found not only the micro-cracking normal for stucco, but also cracks and other defects in many locations that allowed water to seep through the stucco layer and into the concrete block substrate. Stucco shrinks as it cures. When bonded to a fixed substrate such as concrete block, stresses due to this shrinkage are expected to be relieved by microcracking. Normal practice is to install expansion joints, both horizontally and vertically, at relatively

frequent intervals to divide the stucco surface into areas small enough so that shrinkage stresses do not grow beyond the point at which these stresses can be relieved by microcracking. Observations of many installations found, however, that, while this is largely successful, cracking beyond microcracking is inevitable and occurred on a widespread basis throughout the stucco installations observed. Cracks were observed in the form of map cracking, larger shrinkage cracks at areas of stress concentration such as the corners of window openings, and separation of stucco from accessories. In several instances, evidence of water passage through stucco into wall assemblies was evidenced by moisture damage and efflorescence. Photograph 1: Efflorescence Due to Water Seeping Through Stucco illustrates efflorescence where water that seeped through stucco had reached out to both the interior and exterior surfaces of the building in areas where the wall cavity was blocked by a floor slab. Leak testing of walls documenting leakage through stucco into wall cavities is discussed below. Typically, stucco is painted to improve its water resistance. Paint observed in many installations, however, was found to have defects such as cracking, particularly after several years of service

and particularly on orientations with direct sun exposure. In these locations, paint and sealants develop defects such as cracks and checks. Paint was also observed to have cracked as the stucco beneath the paint developed cracks, thus making the paint ineffective in preventing water intrusion.

**CHAIN LINK FENCES:** Check your chain link fence regularly and if you find any form of damage, take immediate action. Amongst other things: Check upright and supporting posts for wear and tear. These will usually be metal and could rust. If they weren't concreted into the ground, they might also shift. Remember that all upright, supporting poles should be at right angles to the ground.

The chain link itself doesn't damage easily, though it can be if something heavy falls against it, a dead tree for example. It also isn't easily cut, but bad things do happen, and if criminals do manage to cut or force their way through fencing, it should be replaced as soon as possible.

If the chain link isn't coated, it's important to check for rust. If you catch it quickly, you'll save money in the long run. Of course, if the fence has become a dirt trap, you'll need to clean it.

**PAVING:** A few small cracks here and there are the first sign of wear. They will usually appear between the three- and five-year marks and filling them will be the first line of defense. The important thing about cracks is, small ones will quickly become larger, so you don't want to ignore them. They represent both a safety hazard (people can twist their ankles or trip over them) and a structural concern. Water can seep through the cracks causing damage below the surface of the asphalt. In warm climates, the water will unsettle the soil, pushing the clay up against the asphalt and accelerating the deterioration process.

You can deal with small cracks by filling them in. Contractors typically use a melt-in substance that won't shrink after application. This is the product highway crews use because of its durability and ease of application. It is sold under several retail brand names, all variants of "hot-applied crack sealant." Experts suggest that you fill cracks

every two or three years, as part of a regular maintenance plan. If cracking becomes more widespread, you can take the next step, which is to apply a sealant to the entire paved area.

As asphalt ages, one or more sections may begin to break up or flake, indicating that the surface is beginning to deteriorate. Patching will probably take care of the problem, at least for a while. But you don't want to just pave over the failed area — a shortcut some contractors might suggest; you want the contractor to cut out the area, fill in the subsurface and then pave over that. This will give you a sturdier, longer-lasting repair, but it is still a temporary fix — a band aid, not a cure.

At some point — and the hope is it will be later rather than sooner in your pavement's life — deterioration will accelerate, repairs will become more frequent requiring more aggressive and more expensive responses.

One option is to resurface the area — either lay a new surface over the existing one or remove the old asphalt and pave the area anew. These options make sense if the underlying soil base is stable. But remember Einstein's definition of insanity (doing the same thing repeatedly and expecting a different result). If the old surface failed prematurely because the underlying soil wasn't stable, a new surface laid over that unstable soil won't wear or fare any better.

The contractor should remove the old asphalt, scoop out the bad soil, replace it with gravel and stone to create a solid base, and then lay the new pavement over it. That's the traditional approach. A newer technique calls for pulverizing the old asphalt and using it as a base for the new pavement. In addition to creating what contractors say is a "super-solid" base, pulverizing the old asphalt eliminates the cost of trucking it away and disposing of it at a hazardous waste site. Either technique will give you nice, new pavement that will last another 25 or 30 years or more.

Concrete pavers are also used for sidewalks and for sidewalk border applications. They consist of a mixture of cement, sand and water and function much like bricks when they are set in place as sidewalks or walkways. Like bricks, concrete pavers can be produced in many shapes, sizes, and colors. They are durable, versatile and can be reused. Like all other sidewalk materials, attention to proper construction can reduce maintenance problems and costs in the future.

One of the shortcomings of bricks and pavers is that they can pop out of place and present a tripping hazard more easily than concrete or asphalt slab sidewalks. Both concrete and asphalt can also be horizontally cut or ground to mitigate tripping hazards, whereas bricks and pavers can be reused, but often have to be removed and repositioned so the base material can be modified to effectuate the leveling of the sidewalks

**MANHOLE COVERS:** On our pavements and roads, hidden in our back garden or on our driveways, in the local park and in the car parks of public buildings. Manhole covers are used to cover drains, water pipes, electrical cables, fiber optic telecoms cables, and other utilities. These manhole covers could be the responsibility of the local council, the local water or gas company, the highway authority, or telecoms providers.

When the entity responsible for a manhole cover allows it to fall into disrepair, or a representative fails to secure it properly after accessing it, this can cause an accident. If a member of the public is harmed in such an accident, they could seek to use a personal injury lawyer to pursue a claim on their behalf. That's something that we can help you

with. Legal Helpline aims to put you in touch with the best specialist solicitor to meet your needs. Please call our team to find out how.

If you have tripped over a drain cover or tripped over a manhole cover, you could be entitled to make a drain cover compensation claim. Some of the most common injuries resulting from these types of accidents include:

- Sprains and strains of the ankle or wrist.
- Cuts and lacerations.
- Head injuries.
- Fractures or dislocations of the fingers, thumbs, wrist, or ankle.

In addition to these, elderly people could suffer more serious injuries, such as a fractured hip or pelvis. No matter what injury you have sustained in a manhole accident, if you can prove that a third party was responsible, we could be able to help you make a manhole cover compensation claim today.

Every victim of a drain cover accident or service cover accident will need to prove that a third party was responsible for it. There are several different legal entities, some being government bodies, others being privately-owned companies, that could be responsible for a manhole causing an accident. For example:

- The local council.
- The local highways authority.
- An Internet Service Provider (ISP).
- A telecoms provider.
- The local water board.
- The local electricity companies.

These are examples of some of the third parties that could be responsible for maintaining a drain or service cover that has caused an accident. If you can prove that the third party was to blame for an accident in which you were harmed, you could make a manhole cover compensation claim for your suffering. If you are unsure who you may need to claim against in your own case, please call our team and they can help you.

If you have suffered an accident caused by a manhole or service cover while on private property, then you may be able to make a claim for your injuries. Not all manhole covers on private property are the responsibility of the owners of the property. Some are maintained by the local council and utility companies.

However, if the manhole cover that caused an accident is an integral part of the infrastructure of the private property, for example, an underground cabling junction box, then it would be the property owner that would be liable to pay you compensation. If you need to work out who is responsible for a service cover that caused an accident on private property, call our team

**SIDEWALKS:** As a property owner, you should never neglect to fix a concrete sidewalk when trip hazards form. Although uneven sidewalks and trip hazards may seem like just

a nuisance, they can be extremely dangerous. Not only will it be difficult for pedestrians with mobility issues to walk through it can leave you liable if someone gets hurt. Fixing a concrete sidewalk is no longer a disruptive process.

Trip hazards can make it very difficult for the elderly and people with injuries or mobility issues to traverse the sidewalk. Even completely healthy pedestrians are vulnerable to falling due to a trip hazard. Property management companies will tend to neglect their need to fix the concrete sidewalk on their property. This is mostly because they believe they can save money by putting it off. The truth is an even sidewalk with trip hazards will leave a property liable to lawsuits if someone is injured. The property could even face legal action from the government.

Surfacing defects lead to a multitude of problems impacting maintenance. Certain defects cause concrete surfaces to crumble, including spalling, scaling and pop outs.

Poor curing and concrete quality or finishing techniques can all contribute to surface defects. Often these defects appear in the first several years after application. Minor defects may only affect appearance, but moderate to severe conditions will ultimately become a safety hazard and may significantly affect the usable life of the sidewalk. Often even minor defects will become moderate to major defects as more deterioration occurs over time because of the compromised surface.

Maintenance of pedestrian facilities is often associated with just sidewalks and sometimes paths, but other pedestrian facilities also incur problems which increase the need for maintenance. These facility types include curb ramps, crosswalk markings, pedestrian signals, and signage.

Curb ramps provide the transition between sidewalks and street crossings and allow pedestrians to reach street level at corners without stepping up and down at a curb. They are required by accessibility laws. Most of the same maintenance issues impacting sidewalks also impact curb ramps. All the forces outlined above also deform curb ramps. All new curb ramps are required to have detectable warning fields which provide indications to people who are sight-impaired or blind to that they are about to enter a street. Although many different forms of detectable warnings have been used over the past 40 years, only truncated domes are now acceptable for use. They can be inserted into concrete as cast iron or stainless-steel plates, applied as a glued-on material, or formed in place as the concrete ramp is finished. Each of these processes may lead to special maintenance problems. For example, the plate could become displaced causing a tripping hazard, adhesive may weaken for glued-on domes, or the concrete domes are likely to chip off when plowed. Additionally, the truncated domes must provide a color contrast to the ramp. Especially for formed-in-place domes, this requires an agency to periodically repaint the warning field.

Bleeding refers to excess moisture and water leaching to the surface of poured concrete while the heavier deposits settle to the bottom. This forces the water up, which manifests as either thin slices of water or outright puddles.

Although some amount of bleeding is inevitable when concrete is settling, too much water undermines the strength of cement, especially if it's used for the foundation or support columns. Excessive bleeding is a sign that too much water has leached into the cement, and this could cause all sorts of problems after the cement has fully dried.

Perhaps the most tell-tale sign of shoddy concrete pouring is the presence of cracks. The primary cause of cracks in dried concrete is tensile stress on the structure. This can

be caused by excessive weight settling on one end of the surface, miscalculations of the strength of the materials used

**CONCRETE CURBS AND GUTTERS:** When a concrete slab sinks or settles a noticeable amount over time, the reasons for it is either due to poor construction and/or water intrusion. Just like a chain is only as strong as its weakest link, concrete is only as good as the base it was built on.

So, concrete built over a poor base, overtime there is a good chance the concrete will start to sink. A poor base is one that was never compacted properly and/or the wrong material was used such as soft soils or loose aggregates.

**TREES AND TREE BARRIERS:** The Florida tree law is based on the common law derived from court decisions. It basically provides that when a tree located on one parcel falls onto another parcel, the owner of the parcel on which the tree fell is usually responsible for the tree removal and the cost thereof. So, in an HOA setting if a tree in the common area falls on to an individual lot, the lot owner is responsible for the tree removal and cost, not the HOA. Likewise, if a tree located on a lot falls onto the common area, the HOA is responsible for its removal and cost. The only things that change this dynamic are:

Invasive tree roots are a common problem. They interfere with streets and sidewalks, and cause trip hazards. Tree root problems are not always solved by the removal of the tree, as the stump or remaining roots may continue to grow. Trees use their roots to provide stability and gather water and nutrients. The types of tree root systems vary from shallow to deep, wide to narrow. Some have massive taproots and little peripheral root growth. The repair costs from invasive tree roots can add up. Tree removal is often the only answer, and the stump should be ground to prevent the continued growth of roots. Again, the best method to prevent tree root problems is prevention, proper tree selection, and location.

Live oaks are long lived and eventually may attain a height of 60 to 80 feet, and they are described as sprawling, with a canopy spread of 60 to 100 feet. Anyone that has observed these picturesque trees in New Orleans or central Florida recognize live oak as a tree of imposing stature; this is an estate tree or a tree that that looks magnificent in a pasture or wide boulevard plantings. Of course, it takes decades to reach the majestic size range. However, this is a relatively fast-growing tree and, in some neighborhoods, after 10 to 15 years, the front view of a home is obscured. Another concern with so many live oaks is that many neighborhoods are prime for a horticultural plague. A cardinal rule of thumb is to avoid planting too much of one variety or species of a particular plant. This is called a monoculture. If an outbreak of an insect or disease arrives on the scene that happens to thrive on live oaks as a host, the landscape will suffer due to the loss of these trees. and 15 tree species that are

Also consider nuisance characteristics of your tree selection. Live oaks can produce an abundance of acorns some years that attract birds and make a mess. Several caterpillars, including the pinstriped oak worm will leave tell-tell signs of their feeding activity that can stain and mess up the driveway. Just when you thought it was safe to go out barefoot and get the morning paper!

Naples can no longer regulate trimming or removal of trees on private property under changes to a city ordinance passed Wednesday. The Naples City Council voted

unanimously to amend the city's tree protection ordinance to avoid it conflicting with a state statute approved in 2019.

The statute says local governments cannot require a permit if a residential property owner wants to remove or trim a tree on their property and has proof that the tree is a safety risk.

The Saturnina Lakes homeowners association in Collier County decided it's better to pay now and cut down huge oaks trees or pay later because the roots are damaging the concrete. "They have seen the asphalt on one street where it's up in the air about a foot."

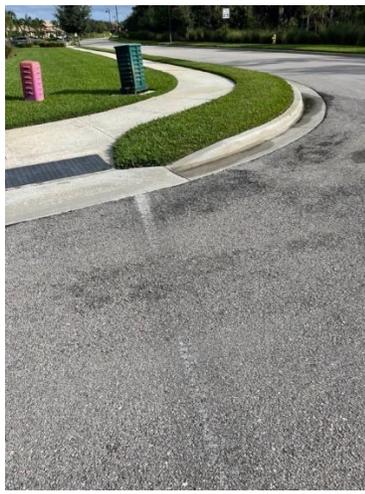
Root barriers tend to reduce the number of offending roots. And the deeper the root barrier, the greater the root control. They are more likely to work best for sidewalks rather than driveways. But much depends on the installation

Although root barriers of all kinds tend to fail sooner or later and are dependent upon good installation, there are some positive findings in the research that may help prevent or slow down root damage to infrastructure. Based upon the research results, I can make some recommendations:

**A Deeper Root Barrier Is More Effective** — A deeper (longer) root barrier will provide more protection for longer period. I recommend you select a root barrier that is at least 30 inches deep. A 36-inch or 48-inch-deep root barrier would be even better. I also prefer the stiffer root barriers that can be snapped or fastened tightly together. One such root barrier is Deep Root (<http://www.deeproot.com/products/root-barrier/sizes-types>) And other root barrier suppliers can be found on Google or Bing

Paving





**Sidewalks**

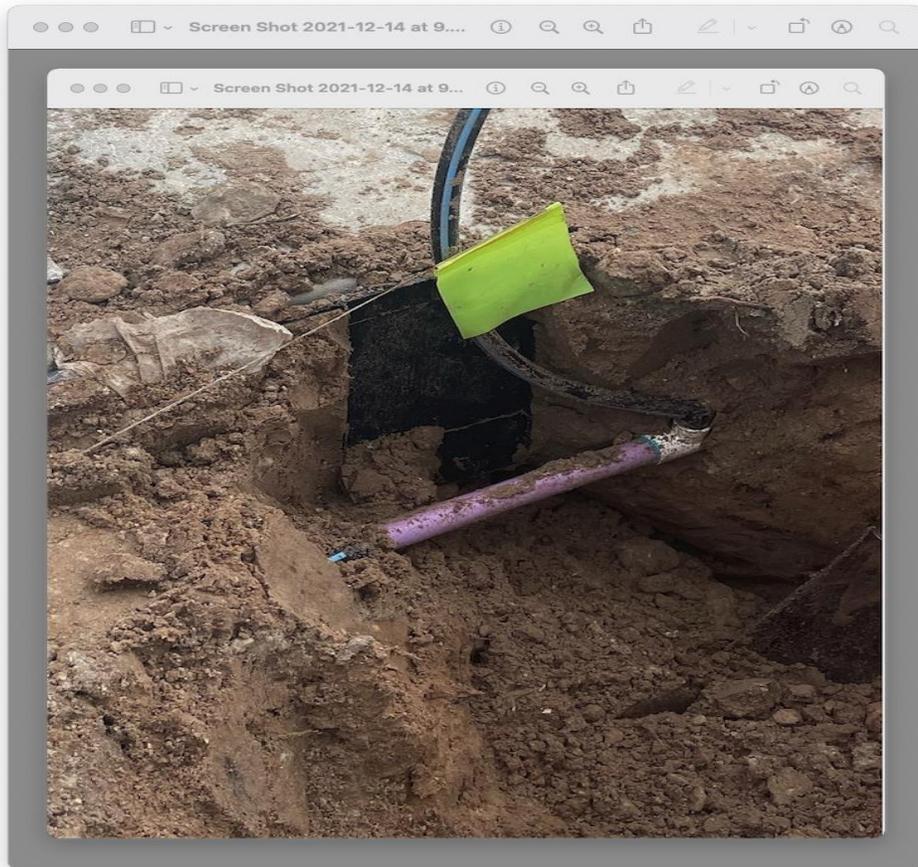


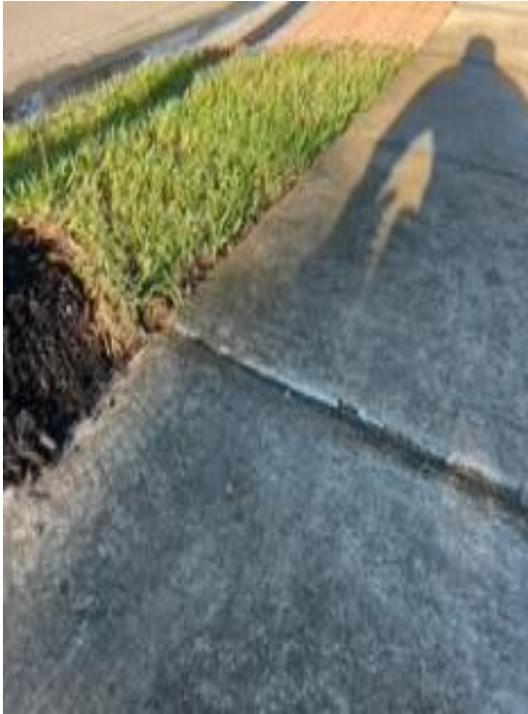






**Trees**





## **Concrete Curbs and Gutters**



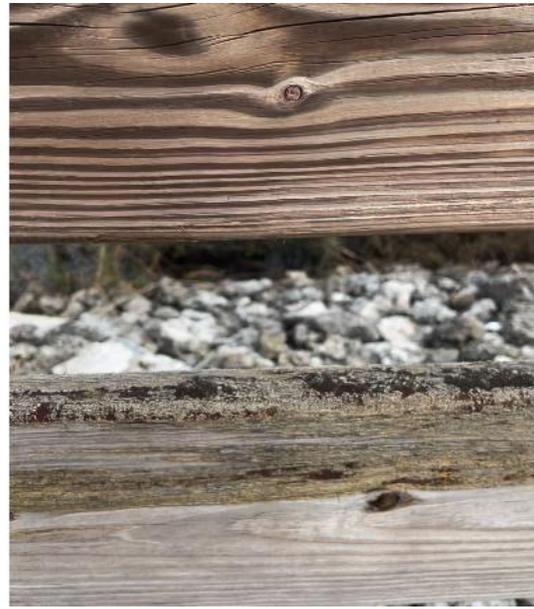




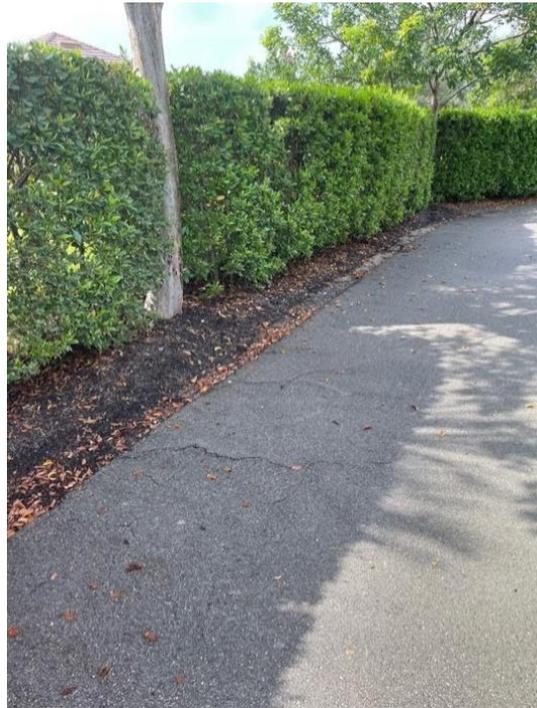
## **Boardwalk and Wood Fences**







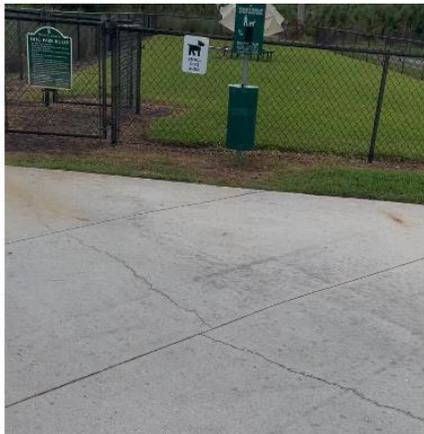
## Amenity Center







## Dog Parks





## Street Drains



# Irrigation Boxes



**Gas Boxes**



**Gas Markers**



**Sewer Boxes**



**Water and Fire Boxes**



**Stucco Walls**



**Chain Link Fences**



**Common Grounds**



**Streetlights**

HOA Lights



FPL Lights



**Pickleball Courts**





# ARCHITECTURAL REVIEW TRANSITION COMMITTEE (ARC) REPORT

January 24, 2022

## 1. MISSION STATEMENT

To review the current procedures and documents and make recommendations to improve the most important aspects of architectural control for all residents, Board of Directors (BOD), and Winding Cypress (WC) management.

## 2. STATEMENT OF PROCESS FOR GATHERING INFORMATION

Information was gathered from numerous online sources and meetings with Scott Brooks, Hazel Ward and Mike Rubbinaccio. A sample of some of the documents reviewed includes, but not limited to:

Winding Cypress.org - including Fining Schedule  
Florida Statutes involving Homeowner Association (HOA) rules  
Generic ARC documents from other Pulte communities

## 3. NARRATIVE OF INFORMATION GATHERED

- A. Requested Scott Brooks provide best practice documents from other HOA's that have transitioned
  - a. Scott Brooks provided Westbrook HOA ARC Request for Modification and Homeowners Document
- B. Documents obtained from WindingCypress.org:
  - a. Winding Cypress Rules and Regulations
  - b. ARC guidelines
  - c. Bylaws
- C. Documents obtained from FLSenate.gov
  - a. 2020 Florida Statute 720.3035 - Architectural Control Covenants Parcel Owner Improvements; Rights and Privileges
- D. Three members of the ARC TC each attended 3 different meetings held by Scott Brooks and Hazel Ward in order to better understand the procedure for reviewing applications, as well as to identify patterns.
  - a. It was evident that the amount of applications was overwhelming for management to process. We tried to understand which applications are most common, which are more difficult to review, and which are most problematic. We concluded that the current procedure for gathering applications, reviewing and approving/denying was exhausting. Because of the seasonality of

the community, the large quantity of new homes being built, and the pandemic, it was difficult to see patterns in the amount and commonality of applications.

- E. Committee met with Hazel on 10/7/21
  - a. Discussed the challenges she faces, the scope, direction and feasibility of our proposed recommendations and agreed with additional suggestions from her. Most of the conversation was in regard to the large number of applications and the amount of incomplete applications.
- F. Requested and received additional documents from Hazel
  - a. Winding Cypress aftermarket construction addendum
  - b. Winding Cypress application process procedure requirements document (denial and appeal process)
  - c. Winding Cypress Construction Standards
  - d. Winding Cypress Homeowner Statement of Responsibility
  - e. No list of approved vendors, but we did receive a list of ones that have done business in Winding Cypress
- G. Reviewed other HOA website for best practices (Sully2.com) documents "HOA Law Architectural Application & Approval Process."
  - a. Determined using out of state documents is not feasible due to differences in state law
- H. Met with the President of the TC, Mike Rubbinaccio, on 11/11/21
  - a. Mike shared other considerations and experiences in his previous role on ARC to add into the report. Example: Appeals Process for denial of a project.
- I. Met with Jim Schopp (Chair of Governance Transition Committee)
  - a. He brought the "Fining Schedule" to our attention - concluded fining was outside of this committee's scope

#### 4. STATEMENT OF ITEMS REQUESTED BUT NOT RECEIVED

- A. Estimation of the labor costs in the management office for processing applications
- B. Average amount of applications per week

#### 5. ANALYSIS OF INFORMATION GATHERED

The current board has done a good job at keeping WC a uniform and aesthetically pleasing community, however, there is room for improvement in the documents and processes. In the WC Architectural Review Guidelines

document there are inconsistencies and ambiguities - some items even conflict with WC rules and regulations. These inconsistencies have a trickle-down effect, causing resident confusion, as well as problems for WC Management and WC Board of Directors (BOD).

The current application for changes to exterior features is vague, which contributes to an unnecessary amount of incomplete applications. The incomplete applications have become a burden on WC management, which then must “chase down residents” for more information. Even if a resident fills out the application completely, there are follow up questions because the current application is not comprehensive. Residents become frustrated at the process and management spends too much time chasing down information. This causes a bottleneck in the process and in turn may cause staff to underperform in other areas.

There is only one decision maker that approves or denies architectural review applications, the Pulte BOD representative and President. There is currently no structure in place for when the Pulte representative steps down. It seems prudent to use our resources effectively by dividing responsibilities between management, an architectural review committee, and the BOD. By creating clear roles and responsibilities, WC can maintain an efficient, consistent, and an equitable method for approving or denying change requests for many years.

## 6. IDENTIFICATION OF TOPICS AND ISSUES THE NEW BOD WILL NEED TO ADDRESS

- A. Correct discrepancies in the existing ACC Review Guidelines
  - a. Suggested comments and changes highlighted in **Exhibit A** (pp. 5-25).
- B. Streamline the applications
  - a. Implement a 2-tiered application system and create a detailed checklist with clear instructions for each application.
    - i. Tier 1 application includes items that do not require formal ARC review and approval. This should limit the amount of applications to review so that resources are used for more pertinent and impactful application items. The application itself will hold homeowners accountable to comply with guidelines. See **Exhibit B** (p. 26).
    - ii. Tier 2 application includes more detail and requires ARC review and approval. See **Exhibit C** (pp. 27-29).

- b. Revise landing page and instructions for ARC applications on WindingCypress.Org/Forms. See **Exhibit D** (pp. 30-31).
- c. Consider implementing aspects of Westbrook Architectural Review Application into WC application. See **Exhibit E** (pp. 32-39).  
\*Several of these exhibits reference an application fee. This is a consideration for the future but not currently being recommended.
- C. Create a new application review procedure to set a clear set of roles, expectations and procedures for the entire process between the initial application, review, approvals and denials, and appeals. See **Exhibit F** (pp. 40-42).
  - a. Develop a formal appeals process and form as part of the new review procedure. See **Exhibit G** (pp. 43-44).
- D. Miscellaneous Considerations:
  - a. Consider adding a fee for the third or or more application in one calendar year.
  - b. Change “inspection” to “project review.” This would be a more accurate description and could reduce liability on the HOA.
  - c. Consider requiring pre-sale inspection by ARC, making it necessary before closing.
  - d. Consider that the ARC perform annual property reviews for all homes in order to ensure all homes are in compliance.
  - e. Implement debit/credit card payments instead of checks
  - f. As management and the ARC learn from reviewing and processing applications, it is recommended a working document be created, to be labeled “FAQ” and included in the landing page.
  - g. Adopt consistent wording on all documents for committee title. Both the Architectural Review Committee (ARC) and Architectural Control Committee (ACC) are present on existing documents. Recommend using only the Architectural Review Committee (ARC).

## 7. ARCHITECTURAL REVIEW SUBCOMMITTEE MEMBERS

Nihuel Martinovic, Chairman  
 Veronica M. Asafaylo  
 James Munley  
 Anthony Simeone

## EXHIBIT A



---

### ARCHITECTURAL CONTROL COMMITTEE (“ACC”)

#### REVIEW GUIDELINES

ARCHITECTURAL CONTROL COMMITTEE (“ACC”) Should be renamed Architectural Review Committee (ARC)

REVIEW GUIDELINES: The purpose of these Architectural Review Guidelines is to allow the flexibility for individual identity while assuring the aesthetic integrity and uniform harmony for the entire community. These basic guidelines provide the framework for an Architectural Control Committee (ACC) review of an application but do not guarantee an “approval.” All ACC applications will be reviewed on an individual basis using these guidelines. No exterior changes may occur prior to written approval from the ACC.

The application process begins by contacting Winding Cypress Homeowners Association for a copy of the appropriate ARCHITECTURAL CHANGE FORM or downloading the forms here: \*Insert hyperlink. The owner will submit one (1) copy of this form for all proposed additions, changes, modifications, etc., along with a lot survey marked to show the location of the proposed addition, change or modification. Additional information such as product specification sheets, floor plans, exterior elevations (all views), and site plans (showing applicable setbacks, dimensions from property lines to proposed structures, etc) should also be included when appropriate. In addition, submissions should include Color pictures of proposed items, proposed colors, and patterns, materials and all

additional information necessary for the ACC to make an informed decision. If all required information is not received with this completed application, the Committee will automatically reject the application until all requested information is received.

The Board of Directors reserves the right to alter, add or delete guidelines at their discretion.

For a complete understanding of the community's restrictions please refer to the Declaration of Covenants, Conditions and Restrictions for Winding Cypress.

Guidelines are as follows: All Items Require ACC Approval Prior to Installation (this is contradicting some items listed below that do not require ACC approval)

Home series may determine certain guidelines due to differences in lot sizes: the following lists Series of Homes and Models for future reference:

Suggest reordering this these to include specific floor plans (and missing floor plans) in appropriate series:

Villa Series: Cressida & Serenity

Classic Series: Martin Ray, Abbeyville, Summerwood, Mystique, Prestige, Prosperity, Palmary

Estate Series: Pinnacle, Tangerly Oak, Stonewater, & Infinity

- Villa Series
- Classic Series
- Estate Series
- Serenity ADD Cressida villa
- Martin Ray
- Abbeyville
- Summerwood
- ADD Mystique, Prestige, Prosperity & Palmary
- Pinnacle

- Tangerly Oak
- Infinity

Include a list of general rules for work

Permits are required per county requirements, contractors must be licensed & insured, if changes are approved and require a damage deposit for HOA that must be submitted prior to work commencing, remember to call 811 before digging. ACC must close out all applications post work completion.

Break the below items into 2 sections List of what does not need application and approval (hose caddies, decor items etc) as long as you comply with rules in each section and a section of what requires ACC application and a \$500 deposit and larger items which require a higher deposit.

**Antenna: (Satellite dish)** Homeowner must make every reasonable effort to comply with the following:

Satellite dish antennas must not exceed one meter in diameter (FCC regulation). Satellite dishes may not be mounted on the zero-lot easement side of a home. They must be installed at ground level and properly concealed from view and landscaped. Ground mounted satellite dishes should not exceed 40 inches above ground as measured to the highest point of the ground mounted dish.

If the homeowner cannot comply with this policy, it is the responsibility of the homeowner to provide the evidence that compliance is not achievable without a degradation of reception. Evidence must be in the form of a written document from an authorized installer of satellite equipment.

This section is inconsistent with the Rules and Regs document...consider adopting the same language as rules and regs and once decided on specific language consider a bulleted list so it is easier to interpret quickly. Also check to see if in practice in the community the mounting restrictions have not being followed

**Awning:** Retractable type awnings made of canvas with aluminum frame may be permitted on the rear of the home only. They must be secured to the home and capable of withstanding a storm event according to Building Code standards. See the definition of "storm event" later under "Hurricane and Storm Shutters" The frame must be bronze

and no more than two colors on the canvas which complement the home.

Complimenting the home is vague. Consider a specific language.

Permanent awnings of any type are not permitted. No awnings are permitted on the front of a home or over side windows.

Consider a bulleted list with this info so it is easier to interpret:

- Awnings only permitted on the rear of the home.
- Must be secured to the rear of home and capable of withstanding storm events according to building code standards.
- Retractable type only, made of canvas with aluminum frame.
- Frame must be bronze.
- No more than two (2) colors on the canvas.
- Permanent awnings of any type are not permitted.
- Awnings are not permitted on the front or over side windows.
- They must be retracted when away.

**Decorations:** Flowerpots, bird feeders/baths (not to exceed 36"), statues, benches and wall hangings may be approved on an individual basis and a picture must accompany request. The total number of items in a yard is limited to six. Wall hangings are not allowed on the front of homes except under truss.

Approved items must be placed more than 12 inches from the end of the sod line, cannot be placed on any sodded areas, and are installed solely at the risk of the homeowner regarding damage from any maintenance provider contracted by the HOA to provide service

Suggestion: Small outdoor decor items may not need approval as long as these guidelines are followed. Convert this section to bulleted list to make it easier to interpret quickly:

Total number of items in a yard is limited to six (6).

Wall hangings are not allowed on the front of homes except under truss.

Approved items must be placed more than twelve (12) inches from the end of the sod line.

Items cannot be placed on any sodded area.

Pictures must accompany any request for flower pots, bird feeders/baths, statues, benches and wall hangings.

**Driveways:** Driveway stains or surface coatings are not permitted, unless such stains are clear. Homeowner's may not change the actual driveway surface or color from the originally installed surface (i.e. Pavers).

Suggest more details, many sealed pavers are peeling and have darkened the pavers or are glossy and Include a clause about limitations regarding expanding driveway and guidelines

**Fences:** Fences are NOT permitted, except around pool heaters and equipment as follows.

Partial fencing is allowed between pool heaters and screened cages on a case-by-case basis with ACC approval per the Board of Directors.

- Fencing must be white with overlapping slats or must be solid.
- Lattice is not permitted.
- Fencing may not exceed 48 inches (or 4 feet) in height.
- All fencing must be screened from view with hedge plantings as per pool heater requirements. (See Pool Heaters)

Conflicts with Rules and Regulations. Suggest completely eliminate fences and make sure this aligns with Rules and Regs. Equipment should have landscaping as a visual barrier.

**Flagpole or bracket for flag:** Inconsistent with Rules and Regulations. Currently, in WC many different styles of flags are flown, so this does not align with the rules.

Flag poles are preferred to be installed on the front of the home on either side of the garage door for uniformity purposes and to help ease disagreements on flagpole placement and sizes between neighbors. However, an owner may erect a freestanding flagpole no more than 20 feet high on any portion of the owner's real property, as long as the flagpole does not obstruct sightlines at intersections and is not erected in an easement. The owner may display in a respectful manner from that flagpole, one official United States flag, not larger than 4 ½' by 6' and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines or Coast Guard or a POW-MIA flag. Such additional flags must be equal in size or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning

setbacks, and other applicable governmental regulations, including and not limited to noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria in the governing documents. Sport flags may be displayed on event day only. One 2'x3' decorative flag is permitted. See Holiday Decorations for holiday flag policies. No other flags are allowed. No article shall be hung or shaken from the doors, windows or screened porches of a Unit, or placed upon the outside windowsills of a Unit, without the prior written consent of the Board.

Suggest adopting an easier to read format of this section:

A flagpole may be installed no more than twenty (20) feet high on any portion of the owners REAL property. The following flags may be respectfully displayed:

- Official United States flag
- State of Florida flag
- United States Army, Navy, Marines, Air Force or Coast Guard
- POW / MIA flag

Sports flags may be displayed on event day only and limited to two (2) feet by three (3) feet in size.

Official flags may be four and one half (4 ½) feet by six (6) feet in size

-

**Front entry screening and other screens:** Front entry or front door screening may be approved on a case-by-case basis within the following guidelines:

Enclosure must be bronze aluminum framing with charcoal screening. Models with front porches may be permitted to screen in the porch on a case-by-case basis with ACC approval.

Owners wishing to install front entry screening must submit an ACC application, with a plan of the home and an example which will show what the screened enclosure and door will look like on the home after install. Please include the contractor's business name, business license and current business insurance with the application.

**Fountains:** Fountains are permitted on a case-by-case basis with the following guidelines.

Owner must submit an ACC form with a photo of the fountain to be installed, including the height, width, depth of the fountain, color and location where the fountain is to be

installed, clearly marked on a plan of the Unit, with detailed information regarding the power and water source of the fountain.

If the fountain is to be located on the front of the property, i.e. on the entryway or in a front landscaped bed, or at the side of the home, a plan of the exact location must be clearly marked and submitted with the ACC request.

If the power and water source is to be buried, location of wires and pipes must also be clearly marked on the plan and must comply with County Code Regulations and depth and insulation requirements.

If the fountain is to be installed in a landscaped bed, the Homeowner is responsible for restoring the landscaped bed to the original condition after install.

Homeowner is responsible for locating and identifying any irrigation or utility lines in the path of any excavation and shall be held responsible for any damage occurring to such lines due to fountain installation.

Fountains installed at the front of the property may not exceed 48" in height and may not exceed 30" in width or circumference.

All fountains must be earth tone in color, unless otherwise approved by the ACC.

Fountains installed on the lanai along the privacy wall may not be attached to the privacy wall and must follow previous fountain guidelines, i.e. A photo of the fountain must be submitted with the ACC request along with the dimensions, color, exact location and power and water source clearly marked on a plan of the Unit.

All fountains must be removable. No fountains may be permanent installations anywhere on the Unit exterior.

Fountains intended to be centered on the lanai may not exceed 60" in height and may not exceed 48" in circumference. Power and water sources must be clearly marked on a plan of the Unit with the exact location of installation and must comply with County Code Regulations.

Certain fountains may require that they be screened from view with landscaping as a condition to their approval. Homeowner is responsible for maintaining and trimming all landscape material approved by the ACC. No landscape materials may encroach on neighboring properties.

Owner installs all exterior décor, including fountains, at the owner's own risk. Neither the HOA nor any of the HOA maintenance vendors will be held responsible for damage to items placed in areas maintained by the HOA.

Consider simplifying and note since fountains are not permanent, they must be removed for pending hurricanes.

**Generators:** Generators are permitted on a case-by-case basis with the following guidelines:

Owner must submit an ACC form with a photo of the generator, including the generating capacity (i.e. 15KW), dimensions, color and location where the generator will be placed, clearly marked on a plan of the Unit and detailed information regarding the power source of the generator.

If the power source is to be an underground propane tank, the tank must be located on the owner's property, a plan of the exact location must be clearly marked and submitted with the ACC request.

Underground tank placement and proximity to existing structures must comply with all County Code Regulations, and the Homeowner is responsible for making sure the proposed plan and installment is compliant with County Code Regulations. Current Code regulations state underground tanks can be no closer than ten feet (10') to the nearest structure.

Underground tank must be buried so that the fill lid is flush with the ground, and it must be painted green.

Suggestion: Remove buried tank options - all should be plumbed into our natural gas supply.

If a generator is to be installed on the exterior of the Unit on a concrete slab, a five hundred-dollar (\$500.00) deposit for common area damage will be required before any work may begin. Deposit is refundable when the Association Manager confirms that all roadways and landscaping are restored to the original state.

Homeowner is responsible for notifying the irrigation maintenance company prior to commencing any lot excavation to identify any irrigation or utility lines in the path of excavation. Only the Association's irrigation maintenance company may cap, alter or repair the Association's irrigation system.

If approved, the generator must be screened from view from the streets, common areas and other Units with hedge plantings (i.e. Hibiscus, Eugenia or Viburnum) planted 30" high and 18" on center at installation and maintained at 42" high thereafter.

Homeowner is responsible for maintaining and trimming all landscape materials approved by the ACC. No landscaping materials may encroach on neighboring properties or common areas.

**Consider removing this paragraph because the generator must be stored in garage - not impacting exterior:** If generator is to be a portable generator with a portable power source, the owner must submit the ACC form with photo of generator and all information relating to the generator such as generating capacity, dimensions, color and location where generator and power source will be stored for approval.

Portable generators and fuel tanks may not be stored on any portion of the exterior of the Unit.

**Glass Inserts:** Glass inserts for entry doors are permitted with ACC approval. Glass must be clear or frosted, i.e. no colored glass is permitted, and must comply with hurricane/wind codes.

**Hose Caddies:** Portable hose caddies are permitted without ACC approval as they are essential for home maintenance. Portable hose caddies are preferred over hose holders which attach to the home.

**This contradicts page 1:** Attached hose holders will be permitted without ACC approval if it is mounted at the side of the home. **This is a good example of an item that should not need an application, add more items to that list**

Attached hose holders will be permitted without ACC approval on the front of the Unit if the Unit has a side load garage, if the color is an earth tone color and if it is mounted no higher than three (3) feet so it is not readily visible from the streets and other Units.

Mounting the hose holder at a height of three (3) feet to the front of a Unit will require additional plantings to be installed at the owners' expense to screen it from view of the streets and other Units.

Hoses not stored within a caddie or coiled in an attached hose holder are not permitted to be left out on any part of the Unit property except when in use. Hoses shall be stored out of sight of the streets and other Units when not in use.

Neither the maintenance vendors nor the Homeowners Association shall be held responsible for any damage to hoses that are left out on the Unit property regardless of how they are stored.

**Hurricane and Storm shutters:** Permanently installed brackets for hurricane shutters are to be painted **Bronze** or the exterior color of the home.

For any hurricane shutter system, which requires a center bar, the center bar may not be permanently installed and must be removed along with the storm shutters after the storm event.

If approved, exterior shutters may only be closed during a storm event or when a storm event is imminent, unless the homeowner lives out of state for the official Hurricane season. In this case only, hurricane shutters may be installed from June 1 – Nov 30. Shutters may ONLY be installed IF THE OWNER IS NOT IN RESIDENCE. A “storm event” is defined as a meteorological event in which winds in excess of 40 mph and rainfall has occurred, or is expected to occur, within 5 days.

Accordion shutters, roll down shutters and hurricane screening are permitted on a case-by-case basis with ACC approval and within the guidelines.

The Board of Directors will permit shutters to be closed over the sliding glass doors only for short, defined periods of time throughout the year with notification to the HOA office of the dates shutters will be closed while away. “Short, defined periods” are: vacation, family emergency, family functions such as weddings, funerals, out of state graduations, etc. This allowance is for added security purposes only and is not intended to extend the time hurricane shutters may be installed during the Hurricane Season of June 1 through November 30. Only sliding glass doors may be covered, therefore this includes shutters which cover lanai openings to also protect sliding glass doors.

Hurricane screens are permitted on a case-by-case basis with ACC approval and within the guidelines. Owner must submit an example of the screening, and in as much as it is possible, screens must be white or a color to match the exterior of the home. Be advised some colors are not permitted. **A bit vague: Consider listing out either acceptable or unacceptable colors.**

**Bahamian Shutter:** The HOA will permit Bahamian Shutter to be installed with proper ARC approval and provisions:

Bahamian Shutter must be professionally Installed. High Quality Aluminum shutter that can be secured during the event of a storm.

Shutter must not be larger than the top half of the window. Must match home trim or front door,

Front Windows and rear windows only.

Shutters are not allowed to be installed on any side windows or above garage doors.

**Lanai Enclosures for Existing Covered Lanai:** Lanai enclosures are permitted with ACC approval and within Florida building codes. Permits must be pulled and put on display prior to any construction commencing.

Sliders must be installed at openings that will be opposite the original sliders installation to maintain a uniform appearance. **This statement is confusing, consider re-wording.**

The side wall must be installed with either glass block or a window to exactly match the rest of the home. **This statement is confusing, consider re-wording.**

A detailed plan must be submitted with the ACC Change Form for consideration. Application must include contractor's business name, current business license and insurance certificate.

**Landscaping:** Landscaping additions, deletions, and revisions shall be permitted on a case-by-case basis.

Large scale and extensive stone or marble chip ground cover is not permitted in yards. Border edging cannot consist of gravel, rock or other "loose" material.

A request for additional landscaping to be placed in the areas maintained by the Homeowners' Association will contain a condition that the additional landscaping be solely maintained by the homeowner and not the Association. The association will not be responsible for any damage to these items.

Prohibited species include: any and all species prohibited by Collier County as amended from time to time. Additional species may be prohibited based on size, appearance, invasiveness & maintenance requirements.

**Plants that are planted must come from an approved WC plant list. Insert hyperlink of approved plants listed on WindingCypress.org: <https://windingcypress.org/forms.htm>**

Only live plants are permissible on the exterior of the homes. No artificial plants. Trellises and arbors are not permitted. These items cannot be secured during hurricane and/or tropical storm winds.

A paver border may be allowed on a case-by-case basis around landscaped beds with ACC approval with the following conditions:

Pavers must match those installed by the builder.

Pavers must be 4" x 6", set at ground level and anchored with concrete and in such a way that they do not interfere with or endanger maintenance or maintenance equipment.

Paver borders are allowed primarily in the rear of the home.

Pavers are installed at the owner's risk, and the owner shall be responsible for the maintenance of the border installed.

**Lighting- Exterior Up-lighting and Solar Lighting:** Lighting is allowed on a case-by-case basis within the following conditions:

All ground-based lighting may not exceed 18" in height. Ground based lighting may not be installed in sodded areas or in any area where maintenance will be impeded.

Solar lighting must be neutral in color and a photograph or advertisement or an example of the lighting to be used must accompany the ACC request form along with a detailed plan showing the exact planned location of the lighting.

Solar lights must be kept neat and straight and in good working order once installed and may not be allowed to lean over. All lighting must be kept rust and dirt free and in good working order.

Ground based electric lighting must be neutral in color and no more than 18" in height. This statement is partially repetitive from paragraph above, consider condensing.

Landscape lighting must be low voltage (12 - 15 volts) with bulb wattage not to exceed 30 watts and mounted within planting beds to allow the applicant to readily maintain the lights.

All wiring must be buried to protect it from mowers and trimming/edging equipment. Wiring must be buried as per current county codes.

Seasonal lighting may not be installed on any tree, palm, or shrub in common areas. At the applicant's sole risk: if lighting placed on trees, palms, shrubs or in those areas which are maintained by the Association (yards) are damaged by maintenance personnel, the Association and its maintenance vendors will accept no liability for any such damage.

A photograph, advertisement or visual example must accompany the ACC request form which states the following information: height when installed, color of lights and bulb wattage. Bulbs may not exceed 30 watts.

Lights must be placed so they shine directly up into the palms or trees and may not be placed so they shine on any part of the exterior walls, nor may they be placed to shine toward any neighboring properties or common areas.

Once ground based electric lighting has been approved, the owner must contact the Homeowner's Association and the Association's irrigation company prior to commencing any lot excavation in order to locate and identify any irrigation or utility lines in the path of excavation. Homeowners will be responsible for damages and cost to repair any irrigation or utility lines damaged as a result of installation.

**Patios:** Flat concrete work may be approved on a case-by-case basis and with the following conditions.

A Twenty-Five Hundred Dollar (\$2500.00) debris and damage deposit for common area damage will be required from any party installing a patio or doing any concrete work. The deposit is refundable when all elements damaged due to construction such as roadways, sidewalks, landscaping, grading and drainage, etc. are restored to their original state.

All patios must comply with setback requirements for the Unit.

Homeowners installing after-market patios are responsible for contacting the Association's irrigation maintenance company prior to commencing excavation in order to identify and cap any irrigation lines in the path of the patio installation. Construction companies may NOT use their own irrigation companies to cap these lines. **Insert WC irrigation vendor contact info here.**

To receive Architectural Change approval, the owner will submit an Architectural Change Form, along with all plans for the patio. Plans must include a site plan showing the dimension of the patio within the property lot lines, a detailed plan with dimensions and features, including general notes, site elevations, description and location of any

additional equipment, electrical and plumbing installation locations if applicable, location of screened doors if installing a screened enclosure, contractor's license and insurance with the Association named as additionally insured. If the location of the patio faces water, the plan must include the location of the silt fence.

The HOA will not be responsible for water intrusion nor drainage issues resulting from an after-market patio installation. The property must be returned to its original grade after install, and Owners are cautioned to have this discussion with the construction company prior to work commencing.

An After-Market Construction Addendum must be signed and returned to the HOA office prior to work commencing. Both the Owner and Contractor must sign the addendum prior to work commencing.

**Pools and spas:** Pools & spas are permitted on a case-by-case basis. No above ground pools are permitted.

Portable (above ground) hot tubs are permitted but must be placed within a screen enclosure or covered lanai.

The 2008 Florida Statute: Chapter 515 Residential Swimming Pool Safety Act requires that all residential pools to have a safety barrier, at least 4 feet high, far enough away from the water's edge to prevent a young child or elderly person who manages to penetrate the barrier from falling immediately into the water, and it must be without gaps, openings or any structural component that would allow a child to crawl through or under.

Add: "Above ground" Spas must be covered and protected with a locking lid or locking cover to prevent accidental entry without supervision.

Each Owner requesting pool or spa installation is responsible for ensuring the pool or spa installation is in complete compliance with all Florida statutes.

A request to install a pool which includes a heat pump or other pool equipment with tops not to exceed 48 inches, and which is located outside of a screened enclosure, may contain an additional condition that additional landscaping be placed around the heat pump or pool equipment, such as Hibiscus, Viburnum or similar hedge material. Please reference the Landscaping Section of this document.

All pool heaters are to vent away from the home and/or toward the lake as applicable.

Homeowners installing after-market pools are responsible for contacting the Association' irrigation maintenance company prior to commencing excavation in order to identify and cap any irrigation lines in the path of the pool installation. **Insert WC irrigation vendor contact info here.**

Pool sizes with cage allowances are as follows: As a general rule: **Move this to a bulleted list for ease of reading:** Villa and Serenity Series homes shall not build a pool that extends more than 22' – 25' from the furthest rear corner of the home. Classic Series homes shall not extend more than 25' – 28' from the furthest rear corner of the homes and Estate Series homes may not extend past 30' – 32' from the furthest rear corner of the homes. A variance from these general rules will be reviewed on a case-by-case basis and will depend on the size and shape of the lot, the orientation of the home on the lot and potential view hindrance of adjacent homes. Approved variances from these ARC guidelines does not set precedent within the community and should not be viewed as an automatic approval.

**Suggestion: Move the following 2 paragraphs to end of this section:** A Twenty-Five Hundred Dollar (\$2500.00) debris and damage deposit for common area damage will be required from any party installing a pool. Homeowner is responsible for the restoration of the grade and drainage of the property. The deposit is refundable when Management confirms all roadways, sidewalks, landscaping, irrigation, lake banks, drainage are restored to the original state and the proper grade for water run-off is restored.

To receive Architectural Change approval, the owner will submit an Architectural Change Form, along with all plans for the pool. Plans must include a site plan showing the dimension of the pool within the property lot lines, a detailed plan with dimensions and features, the general notes, site elevations, description and location of pool equipment, electrical and plumbing installation locations, location of screened doors if installing a screened enclosure, contractor's license and insurance with the Association named as additionally insured.

A silt fence is required along the common area from the street or other entrance to the excavation site and is to be installed along the top of the lake banks to protect the environment and to prevent erosion. Silt fences must run to the end of the property line and down each side of the lot where excavation is to take place in order to protect the neighboring properties. Silt fence install must be inspected by an HOA representative prior to work commencing. Silt fences must be maintained throughout the project and until the project is completed.

If any catch basins are in or near the excavation site they must be protected with a silt ring or other acceptable method of protection.

If entrance to the excavation site will bring equipment and/or materials across sidewalks and/or curbs, plywood must be laid to protect the sidewalk, and any damages to sidewalks or curbs shall be the responsibility of the owner and the contractor to restore to the original condition.

Pools which require repair and drainage of the pool's water are required to dewater onto the ground. Prior to discharge there needs to be a waiting period of 2 days or if chlorine level is at or below 0.1 mg/L and PH is between 6.5 and 8.5. No hose or device that channels pool water to the lakes is permitted.

An After-Market Construction Addendum [Insert hyperlink](#) must be signed and returned to the HOA office prior to work commencing. Both the Owner and Contractor must sign the addendum prior to work commencing.

Neither the Developer nor the HOA will be responsible for water intrusion nor drainage issues resulting from an after-market pool installation. Land warranty will be voided. [Clarification on land warranty, most people don't know what this is, consider adding a link.](#)

**Pool Heaters:** All equipment must be installed within property lines.

A five hundred-dollar (\$500.00) deposit for common area damage will be required from any party doing any concrete work, installing or constructing storm shutters, solar panels, swimming pool, patio or pool screen enclosures and pool heaters. Deposit is refundable when the Association Manager confirms that all roadways and landscaping are restored to the original state.

Pool heaters with tops no more than 48" above the slab are to be screened from view with hedge plantings (i.e. Hibiscus, Eugenia and Viburnum, etc.) planted 30" high and 18" on center at installation and maintained at 42" high thereafter.

Homeowner is responsible for maintaining and trimming all landscape materials approved by the ACC. No Landscaping materials may encroach on neighboring properties or common areas.

**Screen Enclosures:** Screen enclosures may not include kick plates. Screen must continue to deck. All approved screen enclosures may not exceed the width of the home.

All exterior aluminum must be bronze. All screens must be charcoal colored.

Screened enclosure maximum sizes per unit are as follows: As a general rule: Villa and Serenity Series homes shall not build a pool that extends more than 22' – 25' from the furthest rear corner of the home. Classic Series homes shall not extend more than 25' – 28' from the furthest rear corner of the homes and Estate Series homes may not extend past 30' – 32' from the furthest rear corner of the homes. A variance from these general rules will be reviewed on a case-by-case basis and will depend on the size and shape of the lot, the orientation of the home on the lot and potential view hindrance of adjacent homes. Approved variances from these ARC guidelines does not set precedent within the community and should not be viewed as an automatic approval.

All screen applications must be accompanied with site plan & elevations. Screen wall height must match dwelling unit height. Roof must be Mansard style, unless the enclosure will be fifteen feet (15') or less from the rear wall of the home. When enclosures are fifteen feet (15') or less from the rear of the home, the roof of the enclosure may be A frame in style.

A Twenty-Five Hundred Dollar (\$2500.00) damage deposit for all common areas will be required from anyone installing an after-market screen enclosure. Deposit is refundable when all elements damaged by construction such as all roadways, sidewalks, irrigation, lake banks, landscaping, grading and drainage, etc. are restored to their original state.

Written agreement to the extended installation from the neighbor(s) whose line of sight may be impacted must accompany the application. Consider deleting, if they are within boundaries- should not be required.

Homeowner will be responsible for all drainage and/or irrigation issues resulting from this installation.

If a plant bed is installed within the screened enclosure, Homeowners must install an independent irrigation system which does not connect to the Homeowner Association's irrigation system. The Association must be able to service, maintain and repair the community irrigation system; neither the Association nor irrigation companies which provide these services may enter private property.

Homeowners must connect the irrigation system within the screen enclosure to the potable water system of the home. Simplify this and previous paragraphs.

To receive Architectural Change approval, the owner will submit an Architectural Change Form, along with all plans for the screened enclosure. Plans must include a site plan showing the location of the enclosure within the property lot lines, a detailed plan with dimensions and features, including general notes, site elevations, description and location additional equipment if any, electrical and plumbing installation locations if any, location of screened doors and door pads, contractor's license and insurance with the Association named as additionally insured.

Plan must include the location of the silt fence.

An After-Market Construction Addendum must be signed and returned to the HOA office prior to work commencing. Both the Owner and Contractor must sign the addendum prior to work commencing.

Consider adopting a simpler bulleted list format in this section to make it less complex.

Sample:

Screen enclosures may not include kick plates. Screen must continue to deck.

All approved screen enclosures will not exceed the width of the home.

All exterior aluminum must be bronze. All screens must be charcoal colored.

Written agreement must be included in the application from the neighbors whose line of sight may be impacted.

Homeowner will be responsible for all drainage and/or irrigation issues resulting from this installation.

If a plant bed is installed within the screened enclosure, homeowner must install an independent irrigation system which does not connect to the homeowners associations irrigation system. The association must be able to service, maintain and repair the community irrigation system; neither the association nor irrigation companies which provide these services may enter private property.

Homeowners must connect the irrigation system to the potable water system of the home.

To receive Architectural approval, the owner will submit an ARC form, along with all plans for screened enclosure. Plans must include:

A site plan showing the location of the enclosure within the property lot lines.

A detailed plan with the dimensions and features, including general notes, site elevations, descriptions and location additional equipment.

Electrical and plumbing installation locations.

Location of screened doors and door pads.

Contractor's license and insurance with the association named as additionally insured.

Plan must include the location of the silt fence.

As a general rule, screened enclosure maximum sizes per unit are as follows:

**Villa and Serenity Series** homes shall not extend more than twenty-two (22) to twenty-five (25) feet from the furthest rear corner of the home.

**Classic Series homes** shall not extend past twenty-five (25) to twenty-eight (28) feet from the furthest rear corner of the home.

**Estate Series homes** may not extend past thirty (30) to thirty-two (32) feet from the furthest corner of the home.

A variance from these general rules will be reviewed on a case-by-case basis and will depend on the size and shape of the lot, the orientation of the home on the lot and potential view hindrance of adjacent homes. Approved variances from these ARC guidelines does not set precedent within the community and should not be viewed as an automatic approval.

A twenty-five-hundred-dollar (\$2500) damage deposit for all common areas will be required from anyone installing an aftermarket screen enclosure. Deposit is refundable when all elements damaged by construction such as roadways, sidewalks, irrigation, lake banks, landscaping, grading and drainage are restored to their original state.

**Screening Garage Door Openings:** Garage door screening is allowed on a case-by-case basis with ACC approval with the following conditions:

Solar screening in the color white or black is approved as it conforms to the Community Wide Standard. Consider including bronze here as well.

**Solar heating:** With respect to the installation of a solar heater on the roof, all framework panels must be black or painted to match the color of the roof tiles and the

pipng must be painted to match the surface to which it is attached, i.e. the roof, soffit and wall.

Any owner who installs a solar panel is advised that the roof warranty may be voided or adversely affected as a result of the installation of solar panels on the roof.

Solar panels may not be installed on the front elevation of the home.

A Five Hundred Dollar (\$500.00) damage deposit for common area damage will be required from anyone installing solar roof panels. Deposit is refundable when all roadways and landscaping are restored to the original state.

**Edit to Create a shorter title for cohesiveness with the rest of the document.**

**“Recreational Equipment:”**

**Recreational Equipment such as: Swing Sets, Slides, Trampolines, Basketball Hoops and Other Like Outdoor Playground Equipment Is NOT Permitted.**

The Association is responsible for the maintenance of the landscaping throughout the community (sod, lawns, shrubs, beds, trees): outdoor playgrounds, e.g. swing sets, slides, seesaws, and other such type outdoor recreational equipment is not permitted.

Outdoor furniture placed in areas maintained by the Association is not permitted, e.g. lawns, shrubs, beds, etc.

**Window treatments:** All draperies, curtains, shades, or other window coverings installed in a home, and which are visible from the exterior of the home, shall have a white backing. **Consider allowing Gray and Beige colors**

Window tinting with solar guard SS-175, SS-165 OSW, SS-165 Llumiar N-1020 and 3M NV-25 have been approved. In addition, other tinting with a maximum of 66% of solar energy rejected and minimum of 24% visible light transmittance have been approved. Highly reflective, dark or mirror-like tinting will not be approved. Tinting must be consistently applied on any one side of a home.

**Miscellaneous:**The homeowner is responsible for all maintenance and repairs of all homeowner installed improvements, i.e. awnings, landscape, screen enclosures, etc.

Exterior lights at the garage should not be fitted with lamps greater than 75 watts per fixture or an 11-watt LED bulb can replace the 75 watt incandescent bulb. All exterior lights must be clear or white in color. **What is in practice currently does not comply -**

there are many blue, green etc. placed all year round. Consider rewriting this based on what membership desires.

All changes to the appearance of the exterior of the home must be approved by the ACC committee prior to installation. No work may commence without prior ACC approval or until all conditions of approval have been met.

All changes to the exterior of the home that have received ACC approval must install exactly as submitted and approved by the ACC. Any changes to plans or items will null and void the ACC approval and changes must be resubmitted to the ACC for approval.

Additional things to consider adding to this document:

All vendors must be licensed, insured and pull appropriate permits per county regulations.

The owner MUST comply with local regulations and permitting requirements.

Any digging into the ground requires a call to 811.

Re-arrange this list in alphabetical order, add index

Convert each section to a bulleted list if possible. Easier to read.

**Exhibit B**

**Winding Cypress Architectural Review Application - Tier 1**

This application is for the following items:

- **Decorations**
- **Flagpole or Bracket for Flag**
- **Glass inserts**
- **Hose Caddies**
- **Lanai Enclosures - Existing Covered Lanai**
- **Porch lights and entryway fixtures**
- **Screening - Front patio/door, garage door opening, existing covered lanai**
- **Window Treatments**

All vendors must be licensed, insured and pull appropriate permits per county regulations. The owner will be responsible for complying with local regulations and permitting requirements. Any digging into the ground requires a call to 811.

All applications **MUST** include the following checklist items. Please initial next to each item, verify the information is included and initial that you have read the HOA documents. There will be no review of this application, you may do the work after submitting this application as long as you comply with all review guidelines.

- 1)\_\_\_\_\_ I have read the *Review Guidelines*.
- 2)\_\_\_\_\_ I have read the *Homeowner Statement of Responsibility*.
- 3)\_\_\_\_\_ Submit color photos of all materials to be used.

WC Address:\_\_\_\_\_

Name:\_\_\_\_\_ Email Address:\_\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

**Please upload this application and supporting documents through the AppFolio app. \*Insert link\***

## **Exhibit C**

### **Winding Cypress Architectural Review Application - Tier 2**

This application is for the following items:

- **Antenna and satellite dishes**
- **Driveways**
- **Exterior Window treatments (Awnings and Bahamian shutters)**
- **Fences**
- **Fountains**
- **Generators**
- **Hurricane and Storm Shutters**
- **Landscaping**
- **Lighting: Exterior Up-lighting and Solar Lighting**
- **Pool cage or lanai enclosure on new covered lanai**
- **Pool deck and patio extensions**
- **Pool Heaters**
- **Pools and spas**
- **Solar Heating**

→ All vendors must be licensed, insured and pull appropriate permits per county regulations.

→ The owner will be responsible for complying with local regulations and permitting requirements.

→ Any digging into the ground requires a call to 811.

All applications **MUST** include the following checklist items. Please initial next to each item, verify the information is included and initial that you have read and agree to HOA documents.

The time cycle for your request to be processed will **NOT** begin until the ARC request is verified to be complete by management.

- 1)\_\_\_\_\_ I have read the *Review Guidelines*.
- 2)\_\_\_\_\_ I have read the *Homeowner Statement of Responsibility*.
- 3)\_\_\_\_\_ Site plan/plot plan (lot survey) with location of the proposed modifications.
- 4) \_\_\_\_\_ Identify construction access points. This will help the Committee to accurately determine the location of the proposed improvement, and its relationship to the property lines and setbacks.
- 5)\_\_\_\_\_ Landscaping/plantings: Provide mark-up on plot plan/lot survey showing locations of new beds/plantings – List plant species and quantity necessary for landscaping. Driveway, Fences, Fountains, Lighting (up-lighting and Solar lighting) and Pool equipment (pumps, heaters, filters, etc.)
- 6)\_\_\_\_\_ Submit color photos of all materials to be used. This will help the Committee to accurately determine the exterior appearance, and its conformance to the *Review Guidelines*.
- 7)\_\_\_\_\_ A copy of the Contractor’s license, and Certificate of Insurance (liability and workers compensation). These must be current, **not expired**. Certificate Holder must be: Winding Cypress HOA
- 8)\_\_\_\_\_ Construction Damage Deposit (Checks Only) \*See *Review Guidelines* for deposit amounts for your application item
- 9)\_\_\_\_\_ Application Fee: \$30.00 (Separate Check), non-refundable  
Make checks payable to: Winding Cypress HOA

WC Address: \_\_\_\_\_

Name: \_\_\_\_\_ Email \_\_\_\_\_  
Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please upload this application and supporting documents through the AppFolio app. \*Insert link**  
For Property Management Use Only

ARC Meeting Date: \_\_\_\_\_  
Final Inspection Date: \_\_\_\_\_  
Inspected by: \_\_\_\_\_

The above request for modification has been:

- APPROVED
- DISAPPROVED

REASON(S) FOR DISAPPROVAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARC Rep: \_\_\_\_\_  
Signature: \_\_\_\_\_

Application Fee Amount :\$ \_\_\_\_\_  
Date: \_\_\_\_\_ Check #: \_\_\_\_\_  
Name on Check: \_\_\_\_\_

Construction Deposit Amount: \$ \_\_\_\_\_  
Date: \_\_\_\_\_ Check #: \_\_\_\_\_  
Name on Check: \_\_\_\_\_

**Exhibit D** (For placement on landing page at WindingCypress.Org/Forms)

Instructions for Architectural Review Application

1. Read and understand *Homeowner Responsibilities* ([link](#)).
2. Read and understand *Review Guidelines* ([link](#)) for the item you're applying for.
3. Select the pertinent application tier based on the item you're applying for.

<b><u>Tier 1 Application</u></b> ( <a href="#">link</a> )	<b><u>Tier 2 Application</u></b> ( <a href="#">link</a> )
Decorations	Antennae and satellite dishes
Flagpole or Bracket for Flag	Driveways
Hose Caddies	Exterior Window treatments (Awnings and Bahamian shutters)
Screening Garage Door Openings	Fences
Screening front patio/front door	Fountains
Lanai Enclosures for Existing Covered Lanai	Generators
Window Treatments	Hurricane and Storm Shutters
Glass inserts	Landscaping
Porch lights and entryway fixtures	Lighting: Exterior Up-lighting and Solar Lighting
	Pool cage or patio enclosure
	Pool deck and patio extensions
	Pool Heaters
	Pools and spas
	Solar Heating

4. Complete Tier 1 Application ([link](#)) or Tier 2 Application ([link](#)).

5. Gather necessary documents (per application).
6. Upload application and necessary documents (per application) into AppFolio ([link](#)).
7. Once your application has been received you will be notified via email. At this time you will be required to pay application fee (if applicable) via check to management office (or debit card payment online \*pending implementation).
8. Once your application has been approved you will be notified, and a deposit will be due (if applicable) before work may begin. Work may not begin until you receive a formal written approval from the ARC via email.

- [Frequently Asked Questions](#)

Other Pertinent Documents ([links](#)):

- [Approved List of Plant Materials](#)
- [Exterior Paint Colors](#)
- [Aftermarket Construction Addendum](#)
- [Land Warranty Information](#)
- [Homeowner Appeal Form](#)

**Exhibit E**

WESTBROOK HOMEOWNERS ASSOCIATION, INC.  
ARCHITECTURAL REVIEW COMMITTEE (ARC)  
REQUEST FOR MODIFICATION

Homeowner(s) Name:

Property Address:

Lot #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Please Select Project Type

Landscape Installations / Changes

Provide a marked-up plot plan or drawing/sketch showing the location and quantity of proposed plant material (trees, shrubs, flowers) being added or altered on the lot. Identify the plant species.

Include the dimensions of any new landscape beds on the plot plan or drawing/sketch (if no new beds or extensions, indicate "within existing beds").

Fence

Provide a copy of your plot plan/lot survey showing the planned location of the fence and gate(s). Include dimensions, measurements and setbacks.

See Fence Guidelines (Design Review Guidelines, Section III, Subsection C, Fences)

Play Equipment / Basketball Hoop

Provide a marked-up plot plan or drawing/sketch showing location of the structure or play equipment

Include photos or renderings of the structure or play equipment – along with the dimensions.

See Basketball Hoop Guidelines, if applicable (Design Review Guidelines, Section III, Subsection C, Basketball Hoop)

Exterior Paint Changes

Provide a color picture of your home, as well as a color picture of the home to the left and right. Provide color samples, manufacturer, color name, code or number.

Identify your paint color designations for: House Body, Fascia/Trim, Front Door/Shutters, and Garage Door.

o A 2ft x 2ft paint sample must be painted on the side of house for inspection by ARC.

Driveway / Walkway / Patio Extension

Provide a marked-up plot plan or drawing/sketch showing proposed extended areas.

Include dimensions of extended areas

o Driveway/walkway pavers must match the originally installed paver color, style, and installation pattern that were installed by the builder.

Swimming Pool

Provide a pool construction plan (plan that is provided to the county for permit) that identifies pool setbacks to structures, and property lines.

Show location and dimensions of the entire pool area (pool deck/pool cage) – include screen enclosure elevation drawings, if applicable. All aluminum framing, doors and hardware must be bronze in color. Screen material must be charcoal and match existing design of other screens.

Show location of mechanical pool equipment.

If installing an open-air swimming pool, see Fence Guidelines (Design Review Guidelines, Section III, Subsection C, Fences)

Provide a landscape plan showing the location, species, and quantity of all plant material.

Landscaping shall be provided around the pool cage (or fence, if installing an open-air pool/spa) and mechanical equipment.

Front / Rear Screen Enclosures

Provide screen enclosure elevation drawings with dimensions.

All aluminum framing, doors and hardware must be bronze in color. Screen material must be charcoal and match existing design of other screens.

Solar Panels / Solar Pool Heater

Provide a diagram showing the location of the panels on the roof.

All piping/conduit must be painted monochromatic to match the surface color it's adhered to.

See Design Review Guidelines, Section III, Subsection C, Solar Panels

Other Improvements: \_\_\_\_\_

ALL APPLICANTS: Provide a detailed description of your modification below.

Construction Access Point: \_\_\_\_\_

The time cycle allowed by the covenants for your request to be processed does NOT begin until the ARC request is considered complete.

All applications MUST include (please initial next to each item, verifying the information is included. Indicate those that are not applicable):

1-\_\_\_\_\_ Submit your site plan/plot plan (lot survey) with location of the proposed modifications.

Identify construction access points. This will help the Committee to accurately determine the location of the proposed improvement, and its relationship to the property lines and setbacks.

2-\_\_\_\_\_ Submit samples and/or color photos of all materials to be used. This will help the Committee to accurately determine the exterior appearance, and its conformance to the Design Guidelines.

03/17/2021

3-\_\_\_\_\_ Landscape Plans (if applicable): Provide a marked-up plot plan or drawing/sketch showing locations of new beds/plantings – List plant species and quantity.

4-\_\_\_\_\_ A copy of the Contractor's license, and Certificate of Insurance (liability and workers compensation). These must be current, not expired.

Certificate Holder should be:

Westbrook HOA C/O  
Southwest Property Management  
1044 Castello Dr., Suite #206  
Naples, FL 34103

5-\_\_\_\_\_ If your modification requires any type of concrete work or ground excavation/digging (i.e. the installation of a pool, spa, patio, extended patio/driveway/walkway, screened enclosure, fencing, major landscaping, etc.), the Applicant/Owner and Contractor must read and sign the After-Market Construction Addendum and submit the signed addendum with this application.

6-\_\_\_\_\_ If #5 applies to your modification, please submit Construction Damage Deposits (Checks Only)

-\$500.00 from Owner

-\$500.00 from Contractor (\$1,000.00 from Contractor if installing a pool/spa)

7-\_\_\_\_\_ Application Fee: \$50.00 (Separate Check), non-refundable

Make checks payable to: WESTBROOK HOMEOWNERS ASSOCIATION, INC.

Please upload this application and supporting documents (items 1-7) through the AppFolio app. If you're unable to upload through AppFolio, you may mail or deliver this application – along with items 1-7 in one envelope – to Southwest Property Management.

Southwest Property Management Corporation  
1044 Castello Drive, Suite #206  
Naples, FL 34103-1900

#### HOMEOWNER STATEMENT OF RESPONSIBILITY

1. If the project causes damage to, or encroachment upon any adjacent property, public property or common area, I/we will be responsible for any necessary repairs and the removal of any encroachments.

2. I/We will assume all liability for any damage incurred as a result of this modification as well as any additional maintenance costs that may be required by any and all governmental agencies for this modification.

3. I/WE have read and understand the CONSTRUCTION STANDARDS for the Westbrook Homeowners Association, Inc.

4. I/We understand that once the project is approved by the Architectural Review Committee (ARC), changes may not be made unless prior written approval is received.

5. I/We understand this project shall begin within 45 days of receiving written approval and shall be completed within 120 days after commencement.

The undersigned acknowledges that they have read and understand this application. They also understand that no work on this request shall commence until written approval by the ARC is

received. A One Hundred Dollar (\$100.00) per day fine will be charged to the Homeowner for each day work has commenced prior to receiving ARC approval.

Homeowner Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Homeowner Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

#### WESTBROOK HOMEOWNERS ASSOCIATION, INC.

#### CONSTRUCTION STANDARDS

All exterior construction activity in the Westbrook Homeowners Association, Inc. must comply with the Covenants and Restrictions of the Westbrook Homeowners Association, Inc. The following summary is provided for convenience. It is recommended that you review the entire Design Guidelines.

#### PRE CONSTRUCTION

After the Lot Owner has received ARC plan approval, the following requirements must be satisfied before site preparation, materials delivery and construction may commence:

**Signs:** No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within Westbrook without the prior written consent of the Board of Directors.

**Deposits:** Owner/Applicant is required to make a deposit of \$500 with submittal of plans for approval and shall indemnify the Association for damages to Association or neighboring lot property during construction. The Contractor is required to make a separate deposit of \$500 (\$1,000 for pool/spa) as its bond in the event of damages caused by construction activity. Owner or Contractor liability may exceed these deposits. The deposit balance is refundable when the Association Manager confirms that all roadways, lake banks, sidewalks and landscaping are restored to the original state.

**Permit:** ARC approval does not preclude any requirement for building permits from the Lee County Building Department or other agencies. Your ARC Request for Modification must meet all applicable codes and permitting.

**Utilities:** Location of all underground utilities should be obtained from the respective utility companies.

**Sprinkler/Irrigation:** The owner is responsible for contacting the Association's current landscaping company for any modifications to the irrigation system before the construction may begin, and after completion to restore irrigation to their lot. Owner is responsible for all costs associated with the modification and restoration of irrigation for the unit.

#### DURING CONSTRUCTION

**Inspection:** The ARC or the ARC's agent may inspect construction in progress to ensure compliance with approved plans, and, if appropriate, report permit or code violations to the Lee County Building Inspector.

**Burning:** Fires are not permitted.

**Trash Disposal:** Owners and Contractors are responsible for control and removal of trash generated by construction activities. Care should be taken to prevent spillage in transit. The location of trash dumpsters must be approved by the ARC or the ARC's agent prior to placement within Westbrook Homeowners Association, Inc. At the end of each workday,

materials are to be stored neatly and trash placed in the dumpster. The sidewalk, curb and street in front of the construction site shall be kept free of dirt and debris. Contractors are responsible for repair of curb or sidewalk damage caused by trucks or other equipment.

Neighbors' Rights: All construction materials must be kept within the Owner's property lines. Use of adjoining properties for access or storage without written permission from the owner is prohibited.

Damage: Any damage to the Westbrook Homeowners Association, Inc. property shall be charged to the General Contractor or Owner. Damage includes, but is not limited to, injury to property from mechanical equipment, vehicles, petroleum products and general or subcontractor employees.

It is the homeowner's responsibility to return the grade to the original condition as reflected on the survey. In order to properly accomplish this, it is the homeowner's responsibility to retain a surveyor to verify the grade after the install is complete. If the area is not returned to the original grade reflected on the survey you may be liable for costs the HOA incurs to re-grade the area.

Working Hours: Monday through Friday 7:00 a.m. to 6:00 p.m.

Saturday 8:00 a.m. to 4:00 p.m.

Sunday & Holidays No work

Speed Limit: 25 miles per hour (All contractors must use the gate access on Winged Foot Drive)

#### FINAL INSPECTION

ARC inspection and final approval are required before deposits may be returned.

The Owner/Applicant is responsible for notifying the Association's Property Manager that the site is ready for inspection.

ALL construction must be completed before inspection.

- o All trash, refuse or debris must be removed before inspection.
- o All unused or excess building and landscaping materials must be removed before inspection.
- o Any building and landscaping equipment must be removed before inspection.
- o If the Board of Directors approved a contractor sign on your Lot, it must be removed before inspection.

Unauthorized changes from approved plans noted by the inspector must be corrected before a second inspection and final approval can be obtained.

Additional inspections will be charged at \$50 per visit until all discrepancies are corrected.

#### WESTBROOK HOMEOWNERS ASSOCIATION, INC.

#### AFTER-MARKET CONSTRUCTION ADDENDUM

This form must be signed by both the Owner and Contractor, and submitted with the Request for Modification application, along with all deposits before work may commence.

The undersigned acknowledges that they have read and agree to abide by all conditions of Approval below and in any other documentation giving Approval. Also, be it understood that until an ARC APPROVAL LETTER is received, no work may commence. A One Hundred Dollar

(\$100) per day fine will be charged to the Homeowner for each day work has commenced prior to receiving ARC approval or the conditions of this addendum are not fully met.

1. Contractor is required to notify the Association two days prior to work commencing to confirm all Association requirements are understood and will be met.
2. The Contractor is required to keep the work site free of trash and debris and to keep the front of the home and street clean and free of trash, nails and all debris daily. Materials delivered (such as pavers, concrete blocks, etc.) may NOT be placed on sodded or landscaped areas and must be removed immediately when their use is no longer needed.
3. This application must meet all applicable building and Lee County codes and permitting requirements.
4. All pavers on the subject lot that may need to be removed or reset during or after the construction of the pool/spa are the sole responsibility of the homeowner.
5. Any irrigation that is damaged during construction, restoration is the sole responsibility of the homeowner. A licensed and insured Irrigation Company MUST be used for any irrigation modification.
6. Any pool equipment installed must have hedge material installed around the equipment to make it less visible for neighbors. Bushes must be thirty inches (30") high and eighteen inches (18") on center at installation and maintained at 42" high thereafter. Pool heaters may not exceed 48 inches in height from top of pad. Landscaping shall be provided around the pool cage or fence (for open-air pools).
7. It is the responsibility of the Homeowner to restore the entire lot, including the lake bank to a proper grade and slope for storm water run-off after completion; similarly, the Homeowner is responsible for any restorations on neighboring lots for proper grade, water runoff, landscaping and sod. The Association will not be responsible for water intrusion nor drainage issues resulting from an aftermarket pool, screened enclosure, driveway extension or patio installation. Land warranty is voided with these installs; Homeowner is responsible for all drainage, flooding and grading issues going forward. Association approved landscaper must be used to restore.
8. Silt fencing must be installed around the perimeter of the construction site to protect neighboring units and the environment, lake banks and water retention ponds, and must be maintained in proper working condition throughout construction.
9. The homeowner must restore all sod and landscaping to its original condition and a detailed landscaping plan must be submitted along with the Architectural Change Form to show the new location and type of plants to be installed on the lot.
10. A Five Hundred Dollar (\$500.00) deposit for common area damage is required from any Owner doing any type of concrete work or ground excavation, installing or constructing an after-market pool, spa, patio, extended patio/driveway/walkway, screened enclosure, etc. Deposit is refundable when Association Manager confirms that all roadways, lake banks, sidewalks and landscaping are restored to the original state.
11. A Five Hundred Dollar (\$500.00) deposit, deposit letter or bond made out to the Westbrook Homeowners Association Inc. is required from any Contractor performing any type of concrete work or ground excavation, installing or constructing an after-market patio, extended patio/driveway/walkway, screened enclosure, fence, etc. A One Thousand Dollar (\$1,000.00) deposit, deposit letter or bond made out to the Westbrook Homeowners Association Inc. is required from any Contractor installing or constructing an after-market pool/spa. The deposit

balance is refundable when Association Manager confirms that all roadways, lake banks, sidewalks, and landscaping are restored to the original state and all conditions of Approval have been met.

12. Any contractor who engages in any of the following activities, damaging Association property by dumping construction materials onto any portion of the Westbrook property, not cleaning up every day during the construction period, using unapproved access points, discharging any building materials directly into the lakes or the storm drains in the Westbrook community or conducting themselves in a less than professional manner will be fined \$1,000.00 per incident, which will be taken from the deposit amount held by the Association.

13. Homeowner is responsible for contacting SSOCOF (Sunshine State One Call of Florida). Dial 811 or 1-800-432-4770, "Call before you Dig-it's the Law", to identify any utility lines or fiber optics in the path of excavation. Emergency Services to the community may be impaired or interrupted if lines are cut or damaged. Please allow 3-5 business days for response.

14. For projects that require access through neighboring properties, the Homeowner is responsible for providing written permission from neighboring Owner stating access through Owner's property is permitted. This permission must be submitted with the Application and prior to approval.

15. Contractors who consistently violate the conditions of approval will be banned from doing further work in the Westbrook community.

If, for any reason, landscaping, bank grade, roadways or walkways are not fully restored, the security deposit will be used for any costs incurred and any additional costs outside of the \$1,000.00 will be assessed against the Unit owner.

I, THE UNDERSIGNED INDIVIDUAL(S), HAVE READ AND FULLY AGREE TO THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT AND AGREE TO FORFEIT ALL, OR A PORTION OF MY DEPOSIT, IF ALL ASPECTS OF THIS AGREEMENT ARE NOT MET DURING THE CONSTRUCTION OF IMPROVEMENTS MADE TO THE HOME/LOT LOCATED AT: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For Property Management Company Use Only

ARC Meeting Date: \_\_\_\_\_

Final Inspection Date: \_\_\_\_\_

Inspected by: \_\_\_\_\_

The above request for modification to Lot # \_\_\_\_\_ has been:

( ) DISAPPROVED

( ) APPROVED

( ) APPROVED WITH THE FOLLOWING CHANGES:

---

---

---

---

By: \_\_\_\_\_

Signature

Application Fee:

Amount: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Check #: \_\_\_\_\_

Name on Check: \_\_\_\_\_

Construction Deposits:

Amount: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Check #: \_\_\_\_\_

Name on Check: \_\_\_\_\_

Amount: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Check #: \_\_\_\_\_

Name on Check: \_\_\_\_\_

## **Exhibit F**

### **Application Review Procedure**

1. Resident
  - a. Completes application and submits to WC Management by uploading documents through Appfolio.
2. WC Management
  - a. Collects applications and works with residents to ensure they are complete to submit to the ARC in advance of their weekly meeting.
3. Architectural Review Committee
  - a. 5 residents appointed by the BOD.
  - b. Committee openly meets weekly to approve or deny architectural change applications based on Architectural Review Guidelines.
    - i. The weekly frequency is suggested to process the applications quickly for residents. If the process takes too long residents tend to do the work prior to approval or denial negating the whole purpose for the application process and can ultimately create conflict.
  - c. A supermajority (4 out of 5) ARC votes are necessary to either approve or deny an application.
    - i. If there is not a supermajority vote reached, the application will be passed onto the BOD to make the decision.
  - d. Notify management after the weekly ARC meeting of approvals, denials, or if the BOD will be deciding on application.
    - i. If the application is undecided or denied provide written context or reason to the management team
4. WC Management

- a. Notifies residents of ARC decision
  - i. If application was denied, provide the ARC written reason by completing “For Property Management Use Only” on application.
    - 1. If it is an “easy fix” to get ARC approval share with resident information on how to effectively correct and resubmit application.
    - 2. If it is a “hard denial” share the appeals process.
  - ii. If application is undecided and must go before the BOD, pass along written context from ARC to the resident and allow resident to provide more information.
- b. Prepares undecided applications, ARC written context, and any additional information submitted by residents to BOD.

## 5. BOD

- a. Meets as needed in a public forum to process any undecided applications.
  - i. Ideally there should be very few of these meetings needed because the architectural guidelines will be crystal clear.
  - ii. BOD decision to approve or deny an application requires a majority vote.
  - iii. Provide written reasoning behind decision to management.
- b. Appeals are decided at open board meetings.

## 6. WC Management

- a. Provide BOD decision and reasoning behind decision to resident and ARC.
- b. If BOD denies application or an appeal, no further appeals will be allowed.

## 7. Resident

- a. Notifies via email to management that work is completed with color photos of all applicable areas.

8. WC Management
  - a. Compiles approved applications for reference, photos of completed work and submits to ARC prior to their weekly meeting.
9. ARC
  - a. Approves completed work based on photos.
  - b. If there are concerns after the meeting ARC will do site visits.
  - c. If work is satisfactory ARC closes application.
  - d. If work is unsatisfactory ARC notifies management of corrections that are required prior to closing out application.
10. WC Management
  - a. Notifies resident
    - i. Correction is needed and instructs resident to notify management when issue is corrected.
    - ii. Application has been successfully closed and refund any deposits.
11. WC Management
  - a. On a monthly basis remind residents with open approved applications that they need to close out their application.
  - b. If an approved application has not been closed out for more than 6 months, provide approved application to ARC to decide whether to submit to the fining committee.
12. ARC
  - a. Should pursue all other courses of remediation to unclosed applications prior to sending the issue to the fining committee or retaining deposits.

**Exhibit G**

**Homeowner Appeal Form: Architectural Review**

Where a resident's application is disapproved by the ARC, the member is entitled to reconsideration by the BOD at an open meeting of the BOD. If you wish to appeal a decision rendered by the Architectural Review Committee (ARC) you must do so in writing within 30 days of the date of denial.

Appeals to the Board should address matters in which you feel a procedural error was made or information you provided was not properly considered. To appeal to the Board of Directors, please submit the form below along with any supplemental documentation.

Please be advised the ARC cannot consider approval of architectural changes or additions that are prohibited or outside of the scope of the community governing documents. If your request includes a prohibited or restricted request, you have the right to request a variance from the Board of Directors, however, variances are restricted to matters with extenuating circumstances or unique to a particular lot.

To appeal the ARC decision please complete this form and provide additional or supporting information for consideration. You will be contacted as to the date your appeal will be addressed at a BOD meeting. You are encouraged to attend this meeting.

After your appeal to the BOD is heard, you will be notified in writing of the decision. The decision of the BOD is final and there will be no other appeal process. Exception: if the member has made material/substantive changes to their application in an attempt to address the Board's reasons for disapproval.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Please describe your project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Did you apply prior to beginning your project? \_\_\_\_\_ Application Date: \_\_\_\_\_
2. Does your project meet all applicable codes? \_\_\_\_\_
3. Does your project meet the criteria of the WCs Covenants, Conditions, and Restrictions; Rules & Regulations; and the Architectural Guidelines? \_\_\_\_\_

4. Did you attend the initial Architectural Review meeting on your project? \_\_\_\_\_

5. Date you were notified of ARC denial? \_\_\_\_\_

6. What was ARC's reason for denial?

---

---

---

7. Reason for your appeal to the Board:

---

---

---

---

8. List of enclosed additional enclosed documentation:

---

---

---

Signature: \_\_\_\_\_ Date \_\_\_\_\_

For Office Use

Date Received by WC Management: \_\_\_\_\_

# **Winding Cypress Transition Committee Access Control/Security Sub-Committee Report**

**Access Control Sub-Committee**

**Report Information Gathering Period**

**Chair- Cary Tamberino**

**August 2021-December 2021**

**Member- Bill Bell**

**Member- Stacy Nelms**

**Member- Danny May**

The Access Control/Security Committee was formed and commissioned with investigating and evaluating the current overall Security and Community Safety of Winding Cypress to determine if the below listed areas of concern were cost effective, and whether just adequate, or sufficient in relation to current crime analysis reports provided by the Collier County Sheriff Department. We also looked within to assess Safety regarding the communal areas within the community.

We evaluated the Following:

**Municipal Safety IE: Sheriff calls for service within Winding Cypress and outside of the community within a 5-mile radius**

**Legal IE: Access Control, Security and Fire Alarm System, Gate Maintenance, and Electronic Security Contracts**

**Physical Security IE: Gates, Walls, and Fences, Access control, Utility Company Right of Way access**

**Electronic Security IE: Camera systems, Gate operations software, Building Entry software, Retail Security (Shady Palm)**

**Road Safety regarding Vehicle, Pedestrian, and Bicycle traffic and general safety regarding Wild Animal cohabitation within the community**

The Committee report is a result of gathering information regarding the above as a path forward for the new HOA and their need (if any) for further attention of found concerns. Our recommendations are in no way, the only alternative to any issue within this document.

# **Winding Cypress Transition Committee Access Control/Security Sub-Committee Report**

## **Municipal Information**

Collier County Sheriff's Department Report Request

Our committee reached out to the Collier County Sheriff's Department and Requested a Crime and Calls for Service report within a 5-mile radius of the Winding Cypress community. Our contact was Sue Gentry Shied# 0447, Crime Prevention Section, Collier County Sheriff's Office (239) 252-0708 Ext 2708.

Winding Cypress is in the Collier County Sheriff's Department's, 5<sup>th</sup> District jurisdiction. At 13245 Tamiami Trail East #100, Naples, Florida 34114 Tel. (239) 252-9900

Our Committee reviewed the report and upon researching other areas in the vicinity it was evident that we are in a low crime area with the majority of the crime occurring around the Retail businesses in the 5-mile radius. It should be noted that Benelli Court is in Verona Walk and intersects with Winding Cypress Blvd., and somehow because of that it is mentioned in the Winding Cypress calls for service section of the report, if this entry is removed, our calls for service are exceptionally low for the 8-month sample provided.

The following pages contain the Sheriff's Department report.

# Winding Cypress Transition Committee Access Control/Security Sub-Committee Report

## WINDING CYPRESS DATA REQUEST – September 4, 2021

### Crime Stats – 5-mile radius from Winding Cypress Community for past 6 months

The following table and map shows the Part I Crimes to include the geographic area covering a five mile radius from the Winding Cypress community, for the past six months (March through August, 2021).<sup>1</sup>

Reported Crimes, Winding Cypress 5 mile radius, Mar-Aug, 2021

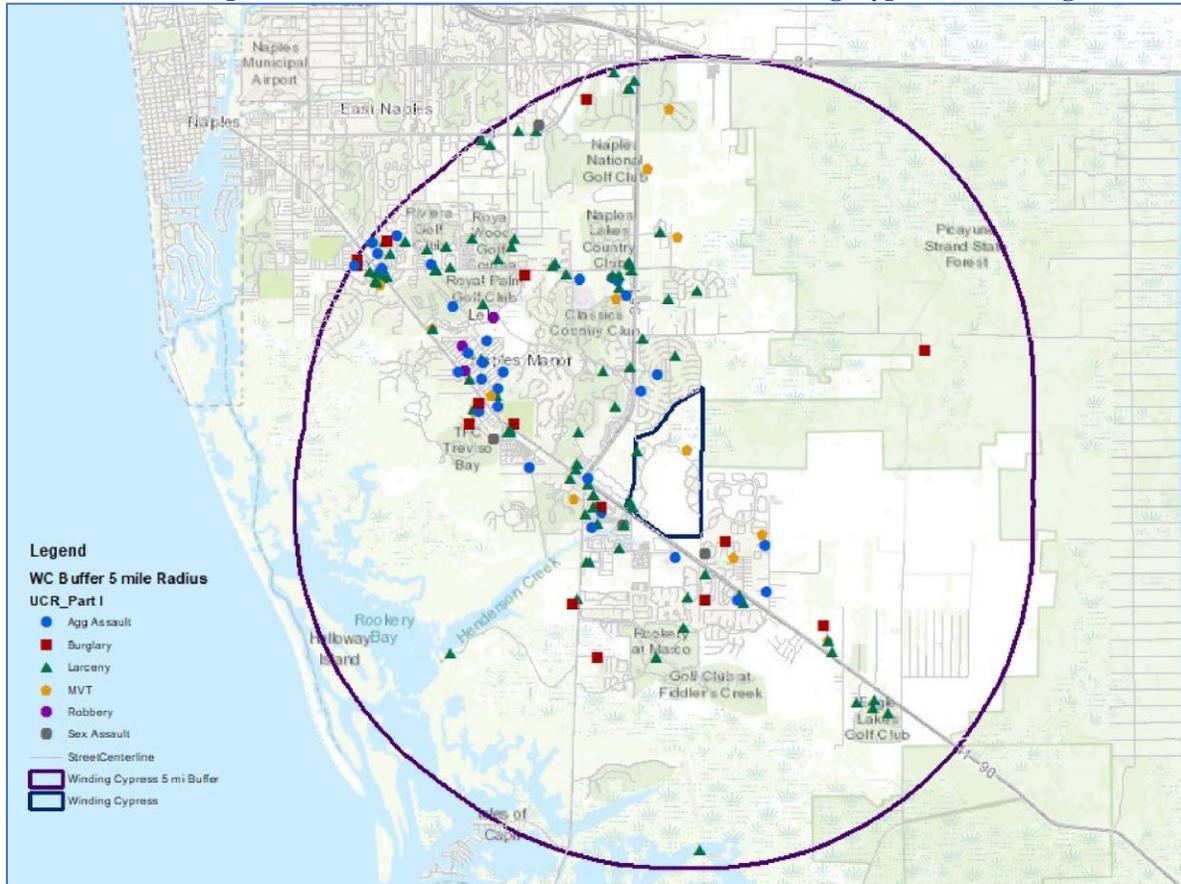
Crime Type	Number	Percent of Total
Aggravated Assault	30	16.6
Burglary	16	8.8
Larceny	115	63.5
Motor Vehicle Theft	13	7.2
Robbery	3	1.7
Sex Assault	4	2.2
<b>Total</b>	<b>181</b>	<b>100.0</b>

---

<sup>1</sup> Data from RMS incident reporting db, incident table, and represent crimes reported and coded based on Part I UCR; data geocoded based on lat, long GIS data fields available in the incident table and may not necessarily be location of crime occurrence. Note, data in this report are not based on official UCR reporting.

# Winding Cypress Transition Committee Access Control/Security Sub-Committee Report

Location of reported crimes within a five mile radius of Winding Cypress, Mar-Aug, 2021



## WINDING CYPRESS COMMUNITY

### Total Calls for 2021 YTD

The following table shows all CCSO calls for service (CFS) from January through August, 2021 in the Winding Cypress Community.<sup>2</sup> Citizen-Generated CFS are calls received via E911 or Admin Phone line; Agency-Generated CFS are MDT or Field Initiated by a CCSO agency member.

CCSO CFS YTD, by Call Source and Call Type

Incident Type Description	Agency CFS	Citizen CFS	Total
Alarm		42	42
Animal Complaint		12	12
Checks		2	2

<sup>2</sup> CFS location data filtered for Winding Cypress Community in the CAD Reporting District data field

# Winding Cypress Transition Committee Access Control/Security Sub-Committee Report

Civil Process	1		1
COPS	4		4
Crash		1	1
Crime Prevention	7		7
Detail	17		17
Disturbance		6	6
Drowning		1	1
Extra Patrol	39		39
Fire		1	1
Follow Up Investigation		6	6
Fraud	1	1	2
Legal Advice		3	3
Medical Emergency		29	29
Missing		2	2
Noise Complaint		1	1
Property		1	1
Reckless Driving		1	1
Repossession		1	1
Roadway Obstruction	2		2
Stolen		2	2
Suicidal Person		1	1
Suspicious		12	12
Theft		3	3
Traffic Stop	2		2
Trespassing		3	3
Unknown Problem (unv. 911)		50	50

# Winding Cypress Transition Committee Access Control/Security Sub-Committee Report

Verify / Inspection		3	3
Warrant	2		2
<b>Grand Total</b>	<b>75</b>	<b>184</b>	<b>259</b>

## Extra Patrols by Street

The following table includes the locations entered into CAD for Extra Patrols YTD (January through August, 2021).

**Winding Cypress Extra Patrols, Jan-Aug, 2021**

<b>Cross Streets</b>	<b># Extra Patrols</b>
Bromeliad Drive / Tamiami Trl East	12
Winding Cypress Drive	1
Cocoplum Street / Bromeliad Drive	1
Winding Cypress Drive / Lily Way	1
Benelli Court / Winding Cypress Drive	24
<b>Total</b>	<b>39</b>

Calls for services are also available on the Collier County Sheriff's Office website. This information is provided to the community and allows users the ability to interactively search for incidents using date range, location, and call type filters.

<https://www.colliersheriff.org/news/crime-maps>

## Part 1 Crimes YTD and if arrest was made

The following crimes were reported in the Winding Cypress community from January through August 2021:

**Winding Cypress Community - Crimes Reported, Jan-Aug 2021**

<b>Report Date</b>	<b>Crime Type</b>	<b>Notes</b>	<b>Status</b>
3/14/2021	Larceny - Petit Theft	Theft of wallet reported	Crime occurred other jurisdiction
5/29/2021	Grand Theft Auto	Key left in unlocked vehicle	Arrest, case closed
7/22/2021	Larceny - Grand Theft	Theft of Pool Equipment	No arrest, case suspended
8/6/2021	Larceny - Grand Theft	Theft of Pool Equipment	No arrest, case suspended

# **Winding Cypress Transition Committee Access Control/Security Sub-Committee Report**

## **Sex Offenders and Predators**

This information is available from the Florida Department of Law Enforcement (FDLE)

<https://offender.fdle.state.fl.us/offender>

# **Winding Cypress Transition Committee Access Control/Security Sub-Committee Report**

## **LEGAL/CONTRACTS**

**The Contract Committee reviewed all contracts, please see their report regarding any questions.**

It should be noted that after reviewing the contracts serving the Safety and Security of the community, it is our concern that the community would be better served if the alarm contracts and Camera monitoring could somehow be consolidated. The contracts and services range from sub adequate to sufficient. The Gate maintenance contract should be reviewed by the New Board which leads us to the security camera and software issues, which will be covered later in the report.

While the committee was gathering information, the company that was contracted to provide gate Access Control was changed, Allied Security was replaced with Sunstates Security keeping the two main Access control Guards contractually with the new company and to provide more guards that are at our gate on a regular basis so that there is continuity of familiarization of the employees providing access control.

That contract was reviewed, and the Access Control committee met with the representatives of Sunstates, and we were satisfied with the Post Orders and company policy regarding the behavior and work ethic expectations of the employees. We were also assured of proper supervision and management of their employees through the duration of the new contract.

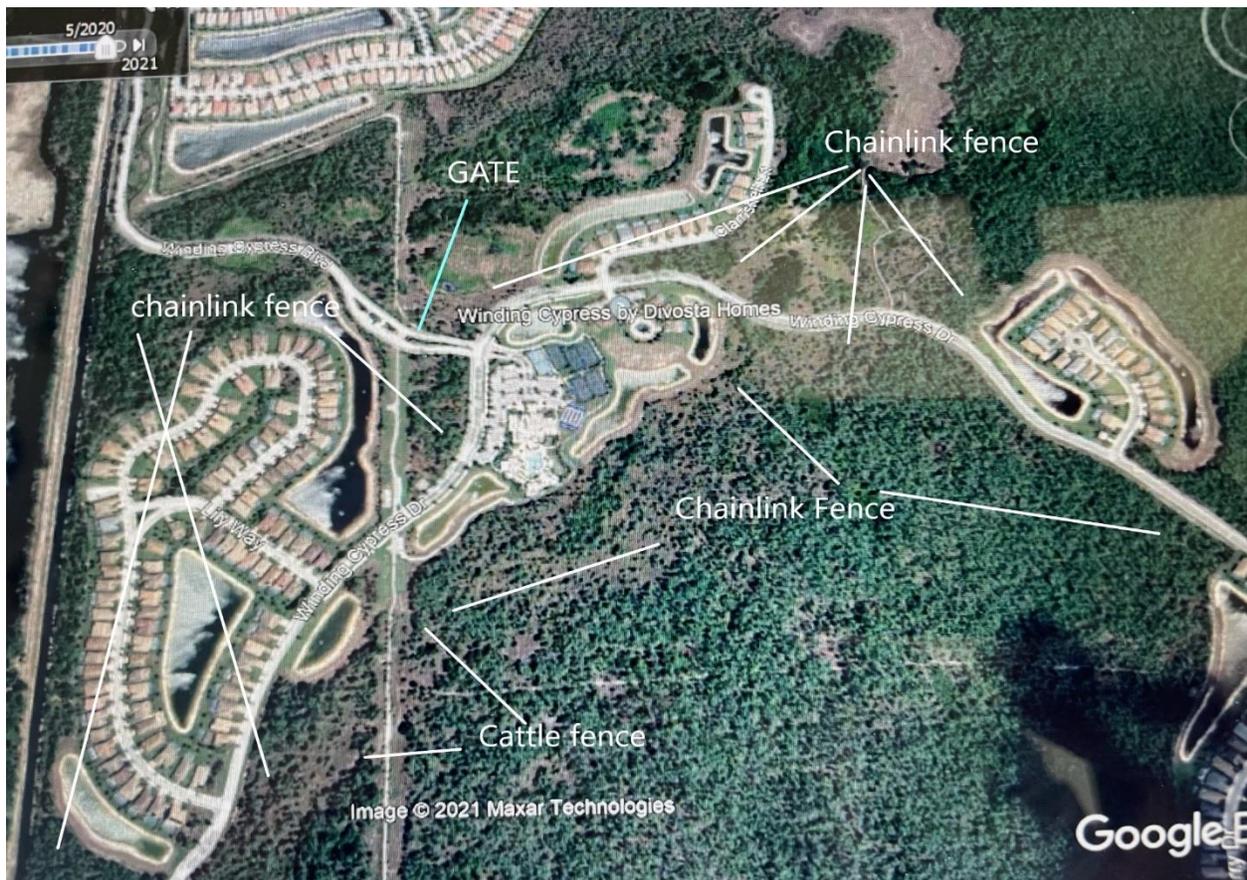
# Winding Cypress Transition Committee Access Control/Security Sub-Committee Report

## PHYSICAL SECURITY

**Fences and Walls:** Upon acceptance of the Chair position on this committee (August), I requested the community plans that the developer had filed with Collier County to include all fences and walls, I have not received that information as of the filing of this report.

Members on our committee including the Chair inspected the perimeter of the community as best as we were able. In the following Photographs, we marked the positions of the barriers, some fences were erected for security and some to control wildlife.

## PHASE 1

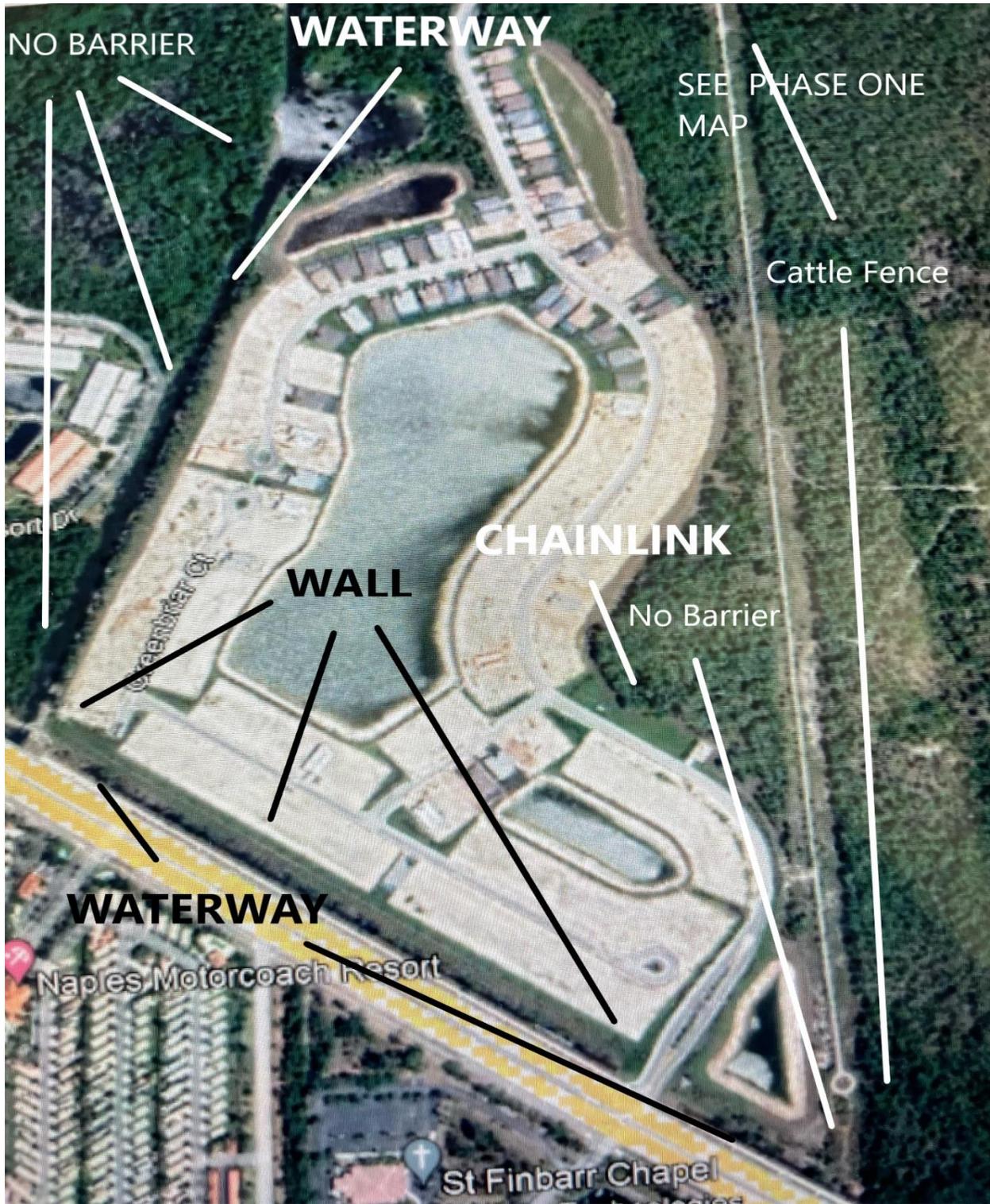


# Winding Cypress Transition Committee Access Control/Security Sub-Committee Report

PHASE 2



# Winding Cypress Transition Committee Access Control/Security Sub-Committee Report



PHASE 3

# Winding Cypress Transition Committee Access Control/Security Sub-Committee Report

## Access control Discrepancies noted

At the Tamiami Trail East Gate (US41) on the east side of the entrance driveway from the gate to the FPL right of way, there is no physical barrier to stop non residents from entering the community, at the present time there is no Gate Guard and the cameras are substandard to provide adequate security.



# Winding Cypress Transition Committee Access Control/Security Sub-Committee Report

At the Main Gate (Collier Blvd.) There are two Issues that should be reviewed and addressed by the New HOA.

First, the Pedestrian access gate is behind the gate guard building, this allows non residents on foot and on bicycle to enter the community unchecked via the FPL right of way. A key fob pedestrian gate in the proposed location would correct this discrepancy.

Second, in the non resident/guest lane there is no physical barrier to restrain vehicle movement until the guard can address the visitor.



These are the proposed changes to address the problem.

# **Winding Cypress Transition Committee Access Control/Security Sub-Committee Report**

## **ELECTRONIC SECURITY AMENITY CENTER**

The alarm system and monitoring, both Security and Fire are SUFFICIENT. The following Practices noted by the committee is that both residents and staff HABITS are not conducive to a secure building. Sometimes it was noted by myself that small dumb bell weights from the weight/exercise room are used to prop the outside entrance doors and the "Gym", this could lead to liability. The chair was also advised the there are non residents utilizing the Gym on a daily basis, again this is a liability.

## **THE SHADY PALM**

The entire premise is not alarmed, and alarming it is unnecessary.

There is one static camera in the southeast corner of the restaurant. We looked at the feed, and there is a total blind spot on the northwest end of the restaurant. Although the camera captures the bar area and kitchen entrance, an additional camera may be warranted to view the blind spot. This would be most beneficial for liability issues against the HOA, as the other camera covers the register, alcoholic beverage storage, and kitchen entrance. Placement for this camera would be in the northwest corner ceiling area.

All the alcohol is stored on the Shady Palm grounds. The majority is stored behind the bar and secured daily by the metal roll down door which is locked. House wine is stored next to the pull down metal screen, behind the bar in locked cabinets. These cabinets are very weak and could be breached easily. However, the value of stock stored there does not exceed \$500. The remainder of the alcohol is stored in the kitchen office and cooler. These areas do not have independent locks, only the access door to the kitchen/office area is locked. These two areas could benefit from simply adding padlocks.

A camera could be added to cover the rear door to monitor who comes and goes, but a cost analysis would need to be done to see if it is worth it.

In the approximately five year existence of the Shady Palm, there has been one theft of alcohol. This theft occurred in the aftermath of Hurricane Irma, as the high winds blew the metal pull down kitchen door off its track. So, the offender(s) were allowed easy access.

# **Winding Cypress Transition Committee Access Control/Security Sub-Committee Report**

## **ELECTRONIC SECURITY CONTINUED:**

### **THE MAIN GATE**

The printer that is intended for printing temporary access passes does not work. Before the printer stopped functioning, it was not well-suited as it produced small register-tape-sized passes that were not legible. Although this is a minor issue that has been resolved by hand-writing passes, we recommend that the Board consider providing a suitable printer to help smooth and speed the process when a temporary pass is required.

There are three small monitors that the guards use to access Safe Passage and monitor the cameras at the front and rear entrances. We recommend that the Board consider purchasing larger monitors to improve working conditions for the guards, thereby improving neighborhood security for a nominal cost.

The antenna for the double-wing entrance gate is too far from the gatehouse to allow the guard to open the gate for visitors from within the building. The guard must take a couple of steps out of the building toward the gate for the antenna to receive the remote-control signal. Per Hazel, a fix is planned to relocate the antenna closer to the gatehouse.

Because there is no gate arm on the “visitor” side of the entrance, visitors are not forced to stop at the gatehouse. Sometimes if a visitor sees that the double-wing gates are open, they drive right through the visitor entrance and the open gates without stopping. We recommend that the Board consider placing a gate arm across the visitor entrance, parallel with the existing gate arm on the residents’ side, to force all visitor vehicles to stop at the gatehouse.

There is no offline access to Safe Passage if the internet is down. We requested contact information for the vendor that provides the Safe Passage software, so that we can explore whether Safe Passage has any offline features or capabilities that could be useful in the event of an internet outage. We received that information and found that a third party vendor manages the software, we suggest that the new HOA research whether it is possible to go directly through Safe Passage

There is no generator for backup power in the event of a power outage. During weather event preparations, the gates would all be opened and remain open until after the weather threat has passed (or power restored if an outage did occur). While this process makes sense, we want to make sure that the topic of a backup generator has been discussed and decided by the Board.

# **Winding Cypress Transition Committee Access Control/Security Sub-Committee Report**

## **THE TAMIAMI GATE (US 41)**

The Security at this gate is definitely in need of attention. Because this gate is not guarded in the same manor as the Main Gate but still has a positive traffic flow, and is in a semi-remote location, it is an area of concern.

The camera system at this location is sub-standard and although there is internet communication available it really is not connected to the security software available at the main gate. The Boom barriers are positioned too close to the large swing gates. This encourages drivers to “piggyback” a resident with a proper bar code window entrance sticker into the community and has on countless occasions, caused damage to the boom barriers.

There are no signs large enough to warn nonresidents that this is a resident only gate and to warn all commercial vehicles to use the Collier Gate.

The first step would be MUCH larger signs Stating “RESIDENTS ONLY” and another large sign warning “ONE VEHICLE AT A TIME”

One, more expensive idea, is to move the Boom Barriers back far enough so that a large pick up truck can proceed toward the large gate and stop, the boom can come down stopping any vehicle behind and then proceed when the large gate opens.

The new HOA should research a solution

# **Winding Cypress Transition Committee Access Control/Security Sub-Committee Report**

## **ROAD AND TRAFFIC SAFETY AND WILD ANIMAL COHABITATION**

The road and traffic conditions within the community are sufficient, the speed limits are comensurate with other communities of this size and population. The traffic signs are in visable locations and all crosswalks are clearly marked. In high pedestrian and Bicycle traffic areas there are clear “share the road” signs, it might be a good idea to place more of these signs on Winding Cypress Drive from the end of Phase 2 to the beginning of Phase 3 as there is definitely increased non vehicle traffic in that entire area.

Although the speed limits are clearly posted, all on this sub-committee agree that there is some speeding in the community that needs to be addressed in some way by the new HOA. The current Board and Property management office had conducted a speed survey by electronically monitoring the speed of vehicles in several areas of the community and determined that it was enough of a liability to vote on a measure to purchase a LIDAR speed detection system with camera capability, which is one way to solve this issue. It will be incumbant upon the new HOA to take up this matter because a study was conducted and something must now be done to mitigate this liability.

## **WILD ANIMAL COHABITATION**

We all have chose to live in a community that has been left in a natural state. As part of our survey of the community we have noticed that there really are not many signs warning residents and guests of the frequency of wildlife encounters within the community. For example, there are no signs around the lakes reminding of the danger of Alligators. It might be a good idea to place these signs in areas where there is an increased chance of an encounter as some residents do rent their properties on a monthly basis to renters that are not familier with the area.

## **IN CLOSING**

The Access Control and Security committee would like to thank SW Property Mgmt, The winding Cypress Community and the entire Transistion Committee for your help and guidance in the construction of this report .

As Chair of this committee I would like to recognize the great work of my team:

**DANNY MAY , STACY NELMS, AND BILL BELL, WITH A SPECIAL SHOUT OUT TO BONNIE BELL FOR HELPING OUT**

**RESPECTFULLY SUBMITTED,**

**CARY TAMBERINO**

**DANNY MAY**

**STACY NELMS**

**BILL BELL**

**Winding Cypress Transition Committee  
Access Control/Security Sub-Committee  
Report**

# **Lakes and Preserves Transition Committee**

## **Committee Members**

Pat Ciriello  
John Jensen, chairman  
Michael Mermoli  
Alex Petrovsky

## **Task**

The Lakes and Preserves studied the lakes and ponds throughout the community to find out who governed them and the history of who is responsible for them. During our study, we found that some of the lakes are really ponds. Consequently, you will see them referred to as ponds/lakes throughout this report.

We found out they are the responsibility of the Winding Cypress Community Development District so we included information about this agency, although it was not part of the directive our committee was supposed to look at.

## **Winding Cypress Community Development District (WCCDD)**

The WCCDD was established by ordinance by the Collier County Board of Commissioners on Sept. 8, 2015. Its purpose is the planning, financing, constructing, operating and maintaining certain infrastructure which includes the 583 acres of preserves and 26 ponds/lakes in Winding Cypress. It has a \$1,015,664 budget.

The WCCDD spends \$75,700 for a contractor to control exotic and nuisance vegetation at a level below 5% of the total plant population. All services are supervised by the Florida Dept. of Agriculture and Consumer Services. Only Environmental Protection Agency approved materials are used. In addition to the preserve area, the Winding Cypress Homeowners Association (WCHOA) hires the same contractor for approximately \$9,000 a year to maintain areas around the perimeter of the preserves, which is from the street curb to the bottom of the embankment, including the fence.

The ponds/lakes are also the responsibility of the WCCDD. It has given its function to the WCHOA for managing the ponds/lakes at a cost of \$43,056 a year. This agreement has not been signed, but we have been assured the agreement will

be approved prior to takeover. The WCHOA has responsibility because it can issue a special assessment with HOA board approval only.

The WCCDD would require legal notification to the residents to create same funds.

Other communities have similar agreements to facilitate this function.

### **Ponds/Lakes**

There are up to 48 inspections annually to control algae and invasive aquatic weeds. The contract for the ponds/lakes does not include the responsibility for bank erosion, plant removal, or lawn/bank maintenance. There's no company hired to do this at this time.

There's also a second contract for \$900 annually to maintain one bubbler station with two compressors inspected every other month, to keep the bubbler running in one of the lakes. All ponds/lakes are inspected at least once a month.

Lake erosion is the responsibility of the WCCDD and is reviewed annually by an engineer. The May 2021 report shows some bank erosion (see attached photos). At this time, there is no contract to take care of this problem. The builder has indicated they are responsible for the repair of the ponds/lakes erosion. It will be done by them at their expense.

### **Bonds**

Details of the outstanding bonds are attached. It should be noted the:

- The 2015 series bonds can be refinanced in November 2026
  - ⇒ In December 2015, the District issued \$7,535,000 of Special Assessment Bonds, Series 2015. The Series 2015 Bonds consist of
    - \$700,000 Term Bonds due on November 1, 2020 with a fixed interest rate of 4.0%,
    - \$800,000 Term Bonds due on November 1, 2025 with a fixed interest rate of 4.375%,
    - \$2,295,000 Term Bonds due on November 1, 2035 with a fixed interest rate of 5.0%, and
    - \$3,740,000 Term Bonds due on November 1, 2045 with a fixed interest rate of 5.0%.

⇒ Interest is to be paid semiannually on each May 1 and November 1, commencing on May 1, 2016. Principal on the Bonds is to be paid serially commencing November 1, 2016 through November 1, 2045.

- The 2019 series can be refinanced in November 2029

⇒ In February 2019, the District issued \$4,470,000 of Special Assessment Bonds, Series 2019 consisting of

- \$400,000 Term Bonds due on November 1, 2024,
- \$485,000 Term Bonds due on November 1, 2029,
- \$1,365,000 Term Bonds due on November 1, 2039, and
- \$2,220,000 Term Bonds due on November 1, 2049 with fixed interest rates ranging from 3.75% to 5.00%.

⇒ Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing November 1, 2020 through November 1, 2049.

The CDD board should consult a bond expert prior to 2026 to determine the feasibility of refinancing for lower rates.

### **Basic Overview of WCCDD**

The district was established Sept. 8, 2015 pursuant to F.S. Chapter 190 and is governed by a 5-member board of supervisors elected by landowners within in the district. Its fiscal year is Oct. 1 – Sept. 30.

Five board members and their term expirations:

- Scott Brooks, chairman, 2022
- James Verbist, assistant secretary, 2022
- Michael Hueniken, vice chairman, 2022
- Laura Ray, assistant secretary, 2024
- Patrick Butler, assistant secretary, 2024

All board members are subject to the State of Florida’s sunshine rules.

This board will continue after turnover and board members will remain until their terms expire.

### **Duties of the District**

1. Levy taxes and/or assessments;

2. Pay off bonds issued for capital improvements; and
3. Charge for operations and maintenance.

### **Basic Functions handled by WCCDD**

1. Preserves
2. Ponds/lakes – most given to the WCHOA for monthly water quality maintenance
3. Engineering review of lakes
4. Legal notices
5. Payment of principal and interest on 30-year bonds

### **Basic Functions handled by WCHOA**

1. Roads
2. Parks
3. Garden
4. Clubhouse
5. Pool
6. Restaurant
7. Pumping stations for ponds/lakes in the three phases
8. Water management of ponds/lakes
9. Garden
10. Gates and Security
11. Landscaping

### **Summary and Recommendation for Take Over**

Overall, it looks like the ponds/lakes and preserves are being well managed but need to look closer at the management of the eroded areas and attempt to determine the cost of related expenses of the current and future erosion.

### **Agreement Between CCD and HOA**

The agreement for the HOA to pay and manage the lakes contract has been written but not signed by either party. It should be signed before take over.

### **Pond/Lake Erosion**

1. We need a signed written agreement to repair all erosion noted in the engineer's report. We should also receive another report from the engineer for procedures to curtail future erosion.
2. We need a signed written agreement that addresses the debris and clean out of the waterway connections.

### **Titles**

All titles to ponds/lakes and preserves should be issued at time of takeover.

### **Security Deposit**

The \$700,000 preserve fund should be turned over to the CDD at the time of takeover.

### **Future Costs for Ponds/Lakes**

There is no reserve fund for the ponds/lakes. It should be addressed immediately.

### **Leadership Takeover**

The change of leadership for the CDD will not take place until November 2022. Two board members and the president will be up for election at that time. The remaining two members will be up for election in November 2024.

### **Liability Insurance**

The liability policy has been reviewed by the Insurance/Contract Committee members and they advise it is in order.

### **Overall Review of the CDD**

It appears all functions are being serviced appropriately and the contractors for the ponds/lakes and preserves are doing an adequate job. The one major change at this time, as previously stated, is the establishment of a reserve account for the ponds/lakes.

### **Our committee talked with:**

- Scott Brooks, chairman of the WCCDD and WCHOA
- Hazel Ward, property manager of WC;

- Kathleen Meneely, manager of Special District Services, Inc for the WCCDD;
- Lori Clemencs, managers of Clark Aquatic Services that works on the ponds/lakes; and
  - Will Elliot, manager of Collier Environmental Services. Inc. who is responsible for the preserve areas.

**Included:**

- 1) Questions to Scott Brooks and his answers
- 2) WCCD Report on Lake Erosion and 2021-22 Budget

**Attached:**

- 1) WCCDD Report

## Questions for Scott Brooks

Who will pay for erosion repairs: HOA? CDD? Builder?

The lake bank erosion repairs identified in the district engineer's Lake Bank Inspection Report dated May 2021 will be paid for by the developer, DiVosta.

Will we receive an engineering report on the method of repair?

No. However, we will have te district engineer certify repairs once completed.

When will we receive a contractor's estimate of cost?

You won't since it will be paid for by DiVosta.

How often has an engineering report been done?

Annually

Are there any reserves for lakes/ponds?

No

Which agency will hire a company to repair ponds/lakes: CDD? HOA? Builder?  
The developer. More than likely we will engage Earthtech to perform these repairs.

When are adjustments made to the financing for CDD?  
Each fiscal year, which is from 10/1 to 9/30. Budgets typically get approved May/June.

Are there any other large money items that affect the CDD other than the lakes/ponds, preserves, bond payments?  
Storm water management system maintenance.

How should the CDD and the HOA board work together?  
By understanding that both entities will be run by WC residents and both entities are there to care for the WC community. Understanding the role of each entity and how they can work together to benefit the WC community is key. Do not let egos or power plays create a divide between these two entities.

Does the HOA or CDD have title to all lakes/ponds and preserves located in Winding Cypress? If not, who?  
The ponds and preserves will be deeded to the CDD, not the HOA, if it has not already been done. This is part of the cleanup work that is performed prior to turning over the CDD (end of 2022( and HOA (Q1 20220

Are there any contracts with outside third parties, and what are the terms and conditions of them?  
Kathleen Meneely w/SDS can provide any third party vendor contracts if you request them.

What are all of the costs from the CDD and how are they accounted for in the budget of the HOA?  
The HOA vudgets for the cost of the maintenance of the lakes for water quality and invasive water plans only.

How are any costs absorbed by the WCHOA?

Agreement to be executed

Title on pages 21-25 is Phase 3, not 1-2

Scott to follow up with JR Evvans to correct

\* . \* n . \* . \* . \*

**ORDINANCENO. 2015- 4 8**

**AN ORDINANCE OF THE BOARD OF COUNTY OMISSIONERS OF  
COLLIER COUNTY, FLORIDA,**

ESTABLISHINGTHEWINDINGCYPRESSCOMMUNITYDEVELOPMENTDISTRICTLOCA  
TEDINUNINCORPORATED COLLIER COUNTY AND CONTAININGAPPROXIMATELY  
358. 06 ACRES; PROVIDINGFORTHEAUTHORITY FOR ORDINANCE; PROVIDING  
FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE WINDING CYPRESS  
COMMUNITY DEVELOPMENT DISTRICT; PROVIDINGFOR THE DESIGNATION OF  
INITIAL BOARD MEMBERS;PROVIDING FOR THE DISTRICT NAME; PROVIDING  
FORSTATUTORY PROVISIONS GOVERNINGTHE DISTRICT;PROVIDING FOR  
CONSENT TO SPECIAL POWERS; PROVIDING FOR PETITIONER' S COMMITMENTS;  
PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN  
THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, DiVosta Homes, LP, Barron Collier Co. LTD., and Barron Collier Partnership,  
LLLP, of which the managing members Brian Yonaley on behalf of DiVosta Homes, LP and  
Douglas E. Baird on behalf of Barron Collier LTD., and Barron Collier Partnership, LLLP, has  
petitioned the Board of County Commissioners (Board) of Collier County, Florida, a political  
subdivision of the State of Florida, to establish the WINDING CYPRESS COMMUNITY  
DEVELOPMENT DISTRICT (District); and

WHEREAS, the Board of County Commissioners, after proper published notice has conducted a  
public hearing on the petition and determined the following with respect to the factors to be  
considered in Section190. 005( 1)( e) Florida Statutes, as required by Section 190. 005( 2)( c),  
Florida Statutes:

1. The petition is complete in that it meets the requirements of Sections 190. 005,  
Florida Statutes; and all statements contained within the petition are true and  
correct.

2. Establishment of the proposed District is not inconsistent with any applicable element or portion of the local comprehensive plan of Collier County, known as the Collier County Growth Management Plan, or the State Comprehensive Plan.
3. The area of land within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
4. The District is the best alternative available for delivering community development services and facilities to the area that will be serviced by the District.
5. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. The area that will be served by the District is amenable to separate special- district government; and

WHEREAS, it is the policy of this State, as provided for in Section 190.002 (2)(c), Florida Statutes, that the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the district, to ensure that neither the establishment nor operation of such district is a development order under Chapter 380, Florida Statutes and that the district so established does not have any zoning or permitting powers governing development; and

WHEREAS, Section 190.004(3), Florida Statutes, provides that all governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government; and

WHEREAS, pursuant to Section 190.012 (2)(a) and (2)(d), Florida Statutes, upon the establishment of the proposed community development district, the District Board of Supervisors have sought the right to consent from Collier County for the grant of authority to exercise special powers without question as to the continued right authority and power to exercise its limited powers as established by this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA that:

**SECTION ONE: AUTHORITY FOR ORDINANCE**

This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing county ordinances.

**SECTION TWO: ESTABLISHMENT OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT.**

The Winding Cypress Community Development District is hereby established within the boundaries of the real property described in Exhibit " A" attached hereto and incorporated by reference herein.

### SECTION THREE: DESIGNATION OF INITIAL BOARD MEMBERS

The following five persons are herewith designated to be the initial members of the Board of Supervisors:

1. David Genson
2. Laura Ray
3. Michael Hueniken
4. Patrick Butler
5. Scott Brooks

### SECTION FOUR: DISTRICT NAME

The community development district herein established shall henceforth be known as the Winding Cypress Community Development District."

### SECTION FIVE: STATUTORY PROVISIONS GOVERNING THE DISTRICT

The Winding Cypress Community Development District shall be governed by the provisions of Chapter 190, Florida Statutes, and all other applicable general and local law.

### SECTION SIX: CONSEN TO SPECIA POWERS

The Board hereby consents to the exercise by the Board of Supervisors of the District of the special powers set forth in Section 190. 012( 2)( a) and (d), Florida Statutes, to plan establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for: ( i) parks and facilities for indoor and outdoor recreational, cultural and education uses and ( ii) security, including, but not limited to, guardhouses, fences and gates, electronic intrusion detection systems, and patrol cars, as authorized by proper governmental agencies, provided however that the District may not exercise any police power, but may contract with the appropriate local general purpose government agencies for an increased level of such services within the District boundaries.

### SECTION SEVEN: PETITIONER'S COMMITMENTS

The adoption of this Ordinance is predicated upon the material inducements contained in the foregoing Recital setting forth Petitioner' s Commitments, re-stated as follows: that the Petitioner, its successors and assigns, shall

- (1) elect one resident of the District to the five member Board of Supervisors at such time as residents begin occupying homes in the District, and
- (2) record a Notice of Assessments containing the specific terms and conditions of any special assessments imposed to secure bonds issued by the District, which notice shall be recorded immediately after any such bond issuance.

The Board shall retain any and all right sand remedies available at law and in equity to enforce Petitioner' s Commitments against Petitioner, its successors and assigns.

### SECTION EIGHT: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinance of Collier County or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION NINE: INCLUSION IN CODE OF LAWS AND ORDINANCES

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Collier County, Florida. The sections of the Ordinances may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," article," or any other appropriate word.

SECTION TEN: EFFECTIVE DATE

This Ordinance shall become effective upon filing with the Florida Department of State.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida, this 8<sup>th</sup> day of September, 2015.

ATTEST:  
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY FLORIDA

By: *Allen George, Jr.*  
Attest as to Chairman or Deputy Clerk  
signature only.

By: *T. Nance*  
TIM NANCE, CHAIRMAN

Approved as to form and legality:

*[Signature]*  
Jeffrey A. Klatzkow  
County Attorney



**WINDING CYPRESS  
COMMUNITY DEVELOPMENT  
DISTRICT**

**COLLIER COUNTY  
REGULAR BOARD MEETING  
& PUBLIC HEARING  
AUGUST 3, 2021  
1:00 P.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.windingcypresscdd.org](http://www.windingcypresscdd.org)

561.630.4922 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

**AGENDA**  
**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT**  
Clubhouse at Winding Cypress  
7180 Winding Cypress Drive  
Naples, Florida 34114  
**REGULAR BOARD MEETING & PUBLIC HEARING**  
**August 3, 2021**  
**1:00 p.m.**

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish a Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. May 4, 2021 Regular Board Meeting & Public Hearing.....Page 3
- G. **Public Hearing**
  - 1. Proof of Publication.....Page 7
  - 2. Receive Public Comments on Fiscal Year 2021/2022 Final Budget
  - 3. Consider Resolution No. 2021-04 – Adopting Fiscal Year 2021/2022 Final Budget.....Page 9
  - 4. Consider Resolution No. 2021-05 – Adopting Fiscal Year 2021/2022 Assessment Roll.....Page 19
- H. Old Business
- I. New Business
  - 1. Consider Resolution No. 2021-06 – Adopting Fiscal Year 2021/2022 Meeting Schedule.....Page 22
  - 2. Accept and Receive the Lake Bank Inspection Report.....Page 24
- J. Administrative Matters
- K. Board Members Comments
- L. Adjourn

# Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily  
Naples, FL 34110

Special District Services, Inc.

WINDING CYPRESS COMM DEV DISTRICT  
2501 BURNS RD # A

Attn:  
PALM BEACH GARDENS, FL 33410-5207

## Affidavit of Publication

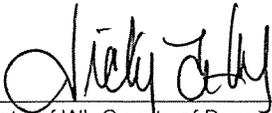
STATE OF WISCONSIN  
COUNTY OF BROWN

Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as **Legal Clerk** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said

Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Published: 07/14/2021, 07/21/2021

Subscribed and sworn to before on July 21, 2021:



Notary, State of WI, County of Brown

9-19-21

My commission expires

Publication Cost: \$679.00  
Ad No: 0004813241  
Customer No: 1308517  
PO #:

# of Affidavits 1

This is not an invoice

VICKY FELTY  
Notary Public  
State of Wisconsin

WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022 BUDGET AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors (the "Board") of the Winding Cypress Community Development District (the "District") will hold a public hearing on August 3, 2021, at 1:00 p.m., or as soon thereafter as can be heard, in the Clubhouse at Winding Cypress located at 7180 Winding Cypress Drive, Naples, Florida 34114 for the purpose of hearing comments and objections on the adoption of the budget of the District for Fiscal Year 2021/2022. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and budget may be obtained from the District's website or at the offices of the District Manager, Special District Services, located at 27499 Riverview Center Blvd., #253, Bonita Springs, Florida 34134 during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or Supervisors may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 444-5790 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

Kathleen Meneely  
District Manager

WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT  
www.windingcypresscdd.org  
Pub Date: July 14, 21, 2021  
#4813241

**WINDING CYPRESS  
COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
MAY 4, 2021**

**A. CALL TO ORDER**

The Regular Board Meeting of the Winding Cypress Community Development District (the “District”) was called to order at 1:00 p.m. at the Clubhouse at Winding Cypress located at 7180 Winding Cypress Drive, Naples, Florida 34114.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that Notice of the Regular Board Meeting had been published in the *Naples Daily News* on April 26, 2021, as legally required.

**C. ESTABLISH A QUORUM**

It was determined that the virtual attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

Chairman	Scott Brooks	Present
Vice Chairman	Mike Hueniken	Absent
Supervisor	Laura Ray	Present
Supervisor	Patrick Butler	Present
Supervisor	Dr. James Verbist	Present

Also present were the following Staff members:

District Manager	Kathleen Meneely	Special District Services, Inc.
District Counsel	Lindsay Whelan (via phone)	Hopping, Green & Sams
District Engineer	Josh Evans	J.R. Evans Engineering, P.A.

Also present was Kim Morton of Pulte.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. December 1, 2020, Regular Board Meeting**

The minutes of the December 1, 2020, Regular Board Meeting were presented for consideration.

Mr. Brooks indicated, under item #5 the 2<sup>nd</sup> sentence, “devilment team” should be “development team.”

A **motion** was then made by Dr. Verbist, seconded by Mr. Butler and passed unanimously approving the minutes of the December 1, 2020, Regular Board Meeting, as amended.

The Regular Board Meeting was then recessed and the Public Hearing was opened.

## **G. PUBLIC HEARING – RULES OF PROCEDURE**

### **1. Proof of Publication**

Proof of publication was presented that Notice of the Public Hearing had been published in the *Naples Daily News* on April 1, 2021, and April 2, 2021, as legally required.

### **2. Receive Public Comment on Amended and Restated Rules of Procedure**

Ms. Whalen went over the Rules of Procedure and stated that they were standard across districts to comport with current laws. Mr. Brooks asked about fire safety on page 15 and Ms. Whalen stated it was statutory and the public is carved out of this issue for security plans of a facility. Dr. Verbist asked if this precludes disclosures to CERT programs and Ms. Whalen recommended that plans not be disclosed without consult from the manager and attorney. There were no public comments.

### **3. Consider Resolution No. 2021-01 – Adopting Amended and Restated Rules of Procedure**

Resolution No. 2021-01 was presented, entitled:

#### **RESOLUTION 2021-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Dr. Verbist, seconded by Mr. Brooks and passed unanimously adopting Resolution No. 2021-01, as presented.

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

## **H. OLD BUSINESS**

There were no Old Business items to come before the Board.

## **I. NEW BUSINESS**

### **1. Consider Resolution No. 2021-02 – Adopting a Fiscal Year 2021/2022 Proposed Budget**

Resolution No. 2021-02 was presented, entitled:

#### **RESOLUTION 2021-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Dr. Verbist, seconded by Mr. Brooks and passed unanimously adopting Resolution No. 2021-02, as presented, setting the Public Hearing for August 3, 2021.

**2. Consider Resolution No. 2021-03 – E-Verify Memorandum of Understanding**

Resolution No. 2021-03 was presented, entitled:

**RESOLUTION NO. 2021-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO REGISTER THE DISTRICT WITH AND USE THE E-VERIFY SYSTEM PURSUANT TO THE REQUIREMENTS OF SECTION 448.095, FLORIDA STATUTES; AUTHORIZING EXECUTION OF THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS BETWEEN THE DISTRICT AND THE DEPARTMENT OF HOMELAND SECURITY (DHS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

Ms. Whelan went over the E-Verify registration process and the Memorandum of Understanding.

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously adopting Resolution No. 2021-03, as presented.

**J. ADMINISTRATIVE MATTERS**

Ms. Meneely went over the upcoming meeting schedule, noting that August 3, 2021, was the Public Hearing on the budget. There was a consensus of the Board to cancel the June and July meetings.

**K. BOARD MEMBER COMMENTS**

There were no comments from the Board Members.

**L. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 1:12 p.m. on a **motion** made by Dr. Verbist, seconded by Mr. Butler and passed unanimously.

---

Chairman/Vice Chairman

---

Secretary/Assistant Secretary

Date Approved \_\_\_\_\_

# Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily  
Naples, FL 34110

Special District Services, Inc.

**WINDING CYPRESS COMM DEV DISTRICT**  
2501 BURNS RD # A

Attn:  
**PALM BEACH GARDENS, FL 33410-5207**

## Affidavit of Publication

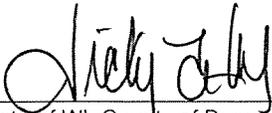
STATE OF WISCONSIN  
COUNTY OF BROWN

Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as **Legal Clerk** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said

Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Published: 07/14/2021, 07/21/2021

Subscribed and sworn to before on July 21, 2021:



Notary, State of WI, County of Brown

9-19-21

My commission expires

Publication Cost: \$679.00  
Ad No: 0004813241  
Customer No: 1308517  
PO #:

# of Affidavits 1

This is not an invoice

VICKY FELTY  
Notary Public  
State of Wisconsin

WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022 BUDGET AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors (the "Board") of the Winding Cypress Community Development District (the "District") will hold a public hearing on August 3, 2021, at 1:00 p.m., or as soon thereafter as can be heard, in the Clubhouse at Winding Cypress located at 7180 Winding Cypress Drive, Naples, Florida 34114 for the purpose of hearing comments and objections on the adoption of the budget of the District for Fiscal Year 2021/2022. A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and budget may be obtained from the District's website or at the offices of the District Manager, Special District Services, located at 27499 Riverview Center Blvd., #253, Bonita Springs, Florida 34134 during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or Supervisors may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (239) 444-5790 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

Kathleen Meneely  
District Manager

WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT  
www.windingcypresscdd.org  
Pub Date: July 14, 21, 2021  
#4813241

**RESOLUTION 2021-04**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2021, submitted to the Board of Supervisors (“**Board**”) of the Winding Cypress Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set August 3, 2021, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Winding Cypress Community Development District for the Fiscal Year Ending September 30, 2020.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$1,015,664 to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ <u>177,7610.00</u>
DEBT SERVICE FUND (SERIES 2015)	\$ <u>526,216</u>
DEBT SERVICE FUND (SERIES 2019)	\$ <u>311,687</u>
TOTAL ALL FUNDS	\$ <u>1,015,664</u>

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 3<sup>rd</sup> DAY OF AUGUST, 2021.**

ATTEST:

**WINDING CYPRESS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By:\_\_\_\_\_

Its:\_\_\_\_\_

**Exhibit A:** Fiscal Year 2021/2022 Budget

Winding Cypress  
Community Development District

**Final Budget For  
Fiscal Year 2021/2022  
October 1, 2021 - September 30, 2022**

# CONTENTS

- I FINAL BUDGET
- II DETAILED FINAL BUDGET
- III DETAILED FINAL DEBT SERVICE FUND BUDGET (SERIES 2015)
- IV DETAILED FINAL DEBT SERVICE FUND BUDGET (SERIES 2019)
- V ASSESSMENT COMPARISON

**FINAL BUDGET**  
**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 BUDGET
<b>REVENUES</b>	
O & M Assessments	177,761
Debt Assessments - Series 2015	526,216
Debt Assessments - Series 2019	311,687
Interest Income	180
<b>TOTAL REVENUES</b>	<b>\$ 1,015,844</b>
<b>EXPENDITURES</b>	
Supervisor Fees	1,200
Payroll Taxes - Employer	96
Engineering/Inspections	7,500
Preserve Maintenance	79,700
Management	36,588
Legal	15,500
Assessment Roll	5,000
Audit Fees	4,000
Arbitrage Rebate Fee	650
Insurance	5,900
Legal Advertisements	2,000
Miscellaneous	750
Postage	275
Office Supplies	575
Dues & Subscriptions	175
Trustee Fee	7,800
Continuing Disclosure Fee	2,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 169,709</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 846,135</b>
Bond Payments - Series 2015	(486,750)
Bond Payments - Series 2019	(288,311)
<b>BALANCE</b>	<b>71,074</b>
County Appraiser & Tax Collector Fee	(35,040)
Discounts For Early Payments	(41,134)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (5,100)</b>
Carryover Funds From Prior Year	5,100
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED FINAL BUDGET**  
**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2019/2020 ACTUAL	FISCAL YEAR 2020/2021 BUDGET	FISCAL YEAR 2021/2022 BUDGET	COMMENTS
<b>REVENUES</b>				
O & M Assessments	178,278	177,811	177,761	Expenditures Less Interest & Carryover/.925
Debt Assessments - Series 2015	526,536	526,216	526,216	Bond Payments/.925
Debt Assessments - Series 2019	311,895	311,687	311,687	Bond Payments/.925
Interest Income	193	180	180	Interest Projected At \$15 Per Month
<b>TOTAL REVENUES</b>	<b>1,016,902</b>	<b>\$ 1,015,894</b>	<b>\$ 1,015,844</b>	
<b>EXPENDITURES</b>				
Supervisor Fees	0	1,200	1,200	Supervisor Fees
Payroll Taxes - Employer	0	96	96	Projected At 8% Of Supervisor Fees
Engineering/Inspections	4,928	8,000	7,500	\$500 Decrease From 2020/2021 Budget
Preserve Maintenance	78,705	79,700	79,700	Fiscal Year 2020/2021 Expenditure Was \$75,100
Management	35,280	36,084	36,588	CPI Adjustment
Legal	8,736	15,500	15,500	FY 2020/2021 Expenditure Through Feb 2021 Was \$5,818
Assessment Roll	5,000	5,000	5,000	As Per Contract
Audit Fees	3,800	3,900	4,000	Accepted Amount Of 2020/2021 Audit
Arbitrage Rebate Fee	650	650	650	No Change From 2020/2021 Budget
Insurance	5,251	5,900	5,900	Insurance Estimate
Legal Advertisements	2,286	1,800	2,000	\$200 Increase From 2020/2021 Budget
Miscellaneous	100	750	750	No Change From 2020/2021 Budget
Postage	136	300	275	\$25 Decrease From 2020/2021 Budget
Office Supplies	231	600	575	\$25 Decrease From 2020/2021 Budget
Dues & Subscriptions	175	175	175	No Change From 2020/2021 Budget
Trustee Fee	7,740	7,800	7,800	No Change From 2020/2021 Budget
Continuing Disclosure Fee	2,000	2,000	2,000	No Change From 2020/2021 Budget
<b>TOTAL EXPENDITURES</b>	<b>155,018</b>	<b>\$ 169,455</b>	<b>\$ 169,709</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>861,884</b>	<b>\$ 846,439</b>	<b>\$ 846,135</b>	
Bond Payments - Series 2015	(495,930)	(486,750)	(486,750)	2022 Principal & Interest Payments
Bond Payments - Series 2019	(293,772)	(288,311)	(288,311)	2022 Principal & Interest Payments
<b>BALANCE</b>	<b>72,182</b>	<b>71,378</b>	<b>71,074</b>	
County Appraiser & Tax Collector Fee	(21,521)	(35,042)	(35,040)	Three And One Half Percent Of Total Assessment Roll
Discounts For Early Payments	(39,531)	(41,136)	(41,134)	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 11,130</b>	<b>\$ (4,800)</b>	<b>\$ (5,100)</b>	
Carryover Funds From Prior Year	0	4,800	5,100	Carryover Funds From Prior Year
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ 11,130</b>	<b>\$ -</b>	<b>\$ -</b>	

**DETAILED FINAL DEBT SERVICE FUND (SERIES 2015) BUDGET**  
**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2019/2020	FISCAL YEAR 2020/2021	FISCAL YEAR 2021/2022	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	447	225	25	Projected Interest For 2021/2022
NAV Tax Collection	495,930	486,750	486,750	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 496,377</b>	<b>\$ 486,975</b>	<b>\$ 486,775</b>	
<b>EXPENDITURES</b>				
Principal Payments	135,000	145,000	155,000	Principal Payment Due In 2022
Interest Payments	345,050	336,750	330,406	Interest Payments Due In 2022
Bond Redemption	0	5,225	1,369	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 480,050</b>	<b>\$ 486,975</b>	<b>\$ 486,775</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 16,327</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2015 Bond Information**

Original Par Amount =	\$7,535,000	Annual Principal Payments Due =	November 1st
Interest Rate =	4.00% - 5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2015		
Maturity Date =	November 2045		
Par Amount As Of 1/1/21 =	\$6,835,000		

**DETAILED FINAL DEBT SERVICE (SERIES 2019) FUND BUDGET**  
**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2019/2020	FISCAL YEAR 2020/2021	FISCAL YEAR 2021/2022	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	240	50	25	Projected Interest For 2021/2022
Debt Service Bond Proceeds	293,772	0	0	
NAV Tax Collection	0	288,311	288,311	Maximum Debt Service Collection
<b>Total Revenues</b>	<b>\$ 294,012</b>	<b>\$ 288,361</b>	<b>\$ 288,336</b>	
<b>EXPENDITURES</b>				
Principal Payments	0	75,000	80,000	Principal Payment Due In 2022
Interest Payments	251,643	210,344	207,527	Interest Payments Due In 2022
Bond Redemption	0	3,017	809	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 251,643</b>	<b>\$ 288,361</b>	<b>\$ 288,336</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 42,369</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2019 Bond Information**

Original Par Amount =	\$4,470,000	Annual Principal Payments Due =	November 1st
Interest Rate =	3.75% - 5.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	February 2019		
Maturity Date =	November 2049		
Par Amount As Of 1/1/21 =	\$4,395,000		

**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON**

	Fiscal Year 2018/2019 Assessment*	Fiscal Year 2019/2020 Assessment*	Fiscal Year 2020/2021 Assessment*	Fiscal Year 2021/2022 Projected Assessment*
O & M For Phases 1 & 2 SF Villas	\$ 164.53	\$ 232.18	\$ 232.13	\$ 232.07
<u>Debt For Phases 1 &amp; 2 SF Villas</u>	<u>\$ 835.00</u>	<u>\$ 849.00</u>	<u>\$ 849.00</u>	<u>\$ 849.00</u>
<b>Total For Phases 1 &amp; 2 SF Villas</b>	<b>\$ 999.53</b>	<b>\$ 1,081.18</b>	<b>\$ 1,081.13</b>	<b>\$ 1,081.07</b>
O & M For Phases 1 & 2 SF 50' Units	\$ 164.53	\$ 232.18	\$ 232.13	\$ 232.07
<u>Debt For Phases 1 &amp; 2 SF 50' Units</u>	<u>\$ 939.00</u>	<u>\$ 954.00</u>	<u>\$ 954.00</u>	<u>\$ 954.00</u>
<b>Total For Phases 1 &amp; 2 SF 50' Units</b>	<b>\$ 1,103.53</b>	<b>\$ 1,186.18</b>	<b>\$ 1,186.13</b>	<b>\$ 1,186.07</b>
O & M For Phases 1 & 2 SF 65' Units	\$ 164.53	\$ 232.18	\$ 232.13	\$ 232.07
<u>Debt For Phases 1 &amp; 2 SF 65' Units</u>	<u>\$ 1,043.00</u>	<u>\$ 1,060.00</u>	<u>\$ 1,060.00</u>	<u>\$ 1,060.00</u>
<b>Total For Phases 1 &amp; 2 SF 65' Units</b>	<b>\$ 1,207.53</b>	<b>\$ 1,292.18</b>	<b>\$ 1,292.13</b>	<b>\$ 1,292.07</b>
O & M For Phase 3 SF 50' Units	\$ -	\$ 232.18	\$ 232.13	\$ 232.07
<u>Debt For Phase 3 SF 50' Units</u>	<u>\$ -</u>	<u>\$ 1,429.00</u>	<u>\$ 1,429.00</u>	<u>\$ 1,429.00</u>
<b>Total For Phase 3 SF 50' Units</b>	<b>\$ -</b>	<b>\$ 1,661.18</b>	<b>\$ 1,661.13</b>	<b>\$ 1,661.07</b>
O & M For Phase 3 SF 65' Units	\$ -	\$ 232.18	\$ 232.13	\$ 232.07
<u>Debt For Phase 3 SF 65' Units</u>	<u>\$ -</u>	<u>\$ 1,544.00</u>	<u>\$ 1,544.00</u>	<u>\$ 1,544.00</u>
<b>Total For Phase 3 SF 65' Units</b>	<b>\$ -</b>	<b>\$ 1,776.18</b>	<b>\$ 1,776.13</b>	<b>\$ 1,776.07</b>

\* Assessments Include the Following :

- 4% Discount for Early Payments
- 2% County Tax Collector Fee
- 1.5% County Property Appraiser Fee

Note:  
Changes In Debt Assessment  
Rates From 18/19 to 19/20 Due To  
Fees Rate Adjustment In  
Updated Methodologies. Debt Rates  
Did Not Increase. Property Appraiser  
Fees Were Included In O&M.

Community Information:

Phases 1 & 2: 554 Units  
Phase 3: 212 Units  
Total: 766 Units

Phases 1 & 2:

Villas: 152 Units  
50' Lots: 270 Units  
65' Lots: 132 Units  
Total: 554 Units

Phase 3:

Villas: 0 Units  
50' Lots: 136 Units  
65' Lots: 76 Units  
Total: 212 Units

Note:

Developer made Phase 3 Bond Prepayment  
in January 2020 for 1 lot differential  
(1 65' Lot Replaced with 1 50' Lot)

**RESOLUTION 2021-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Winding Cypress Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Collier County, Florida (“**County**”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Winding Cypress Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE WINDING CYPRESS  
COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapter 190, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B.”** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of August, 2021.

ATTEST:

**WINDING CYPRESS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

By:\_\_\_\_\_

Its:\_\_\_\_\_

**Exhibit A:** Budget  
**Exhibit B:** Assessment Roll

**RESOLUTION NO. 2021-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2021/2022 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary for the Winding Cypress Community Development District ("District") to establish a regular meeting schedule for fiscal year 2021/2022; and

**WHEREAS**, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2021/2022 which is attached hereto and made a part hereof as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT, COLLIER COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are hereby adopted.

**Section 2.** The regular meeting schedule, time and location for meetings for fiscal year 2021/2022 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

**PASSED, ADOPTED and EFFECTIVE** this 3<sup>rd</sup> day of August, 2021.

**ATTEST:**

**WINDING CYPRESS  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE**

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors of the **Winding Cypress Community Development District** will hold Regular Meetings in the Clubhouse at Winding Cypress located at 7180 Winding Cypress Drive, Naples, Florida 34114 at **1:00 p.m.** on the following dates:

**October 5, 2021  
November 2, 2021  
December 7, 2021  
January 4, 2022  
February 1, 2022  
March 1, 2022  
April 5, 2022  
May 3, 2022  
June 7, 2022  
July 5, 2022  
August 2, 2022  
September 6, 2022**

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or two Supervisors may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

**WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT**

**[www.windingcypresscdd.org](http://www.windingcypresscdd.org)**

**PUBLISH: NAPLES DAILY NEWS**

# WINDING CYPRESS (PHASES 1 -4)

## LAKE BANK INSPECTION REPORT

MAY 2021

---

PREPARED FOR:

WINDING CYPRESS COMMUNITY DEVELOPMENT DISTRICT

SPECIAL DISTRICT SERVICES, INC.

7225 WIREGRASS COURT

NAPLES, FL 34114

PREPARED BY:



9351 CORKSCREW ROAD DRIVE, SUITE 102  
ESTERO, FLORIDA 33928

---

JOSH R. EVANS, P.E.  
FLORIDA LICENSE NO. 57436  
J.R. Evans Engineering, P.A.  
FL. COA # 29226

## **OVERVIEW**

In a continuing effort to monitor and report on the functionality of The Winding Cypress Stormwater Management System (SWMS), an inspection of the SWMS was performed in May of 2021. Inspections included field observations of all lake banks within Phases 1 -4 of the Winding Cypress SWMS to determine the extent of existing stabilization and any areas of erosion. This report outlines the observations made and identifies areas of concern which need maintenance/repair, and any recommended additional inspections/monitoring.

## **GENERAL PROJECT INFORMATION**

- Project Location: Winding Cypress, Collier County, FL
- Dates of Inspection:
  - Lake Banks: May 2021 (field observation by J.R. Evans Engineering, P.A.)

## **LAKE BANK INSPECTION**

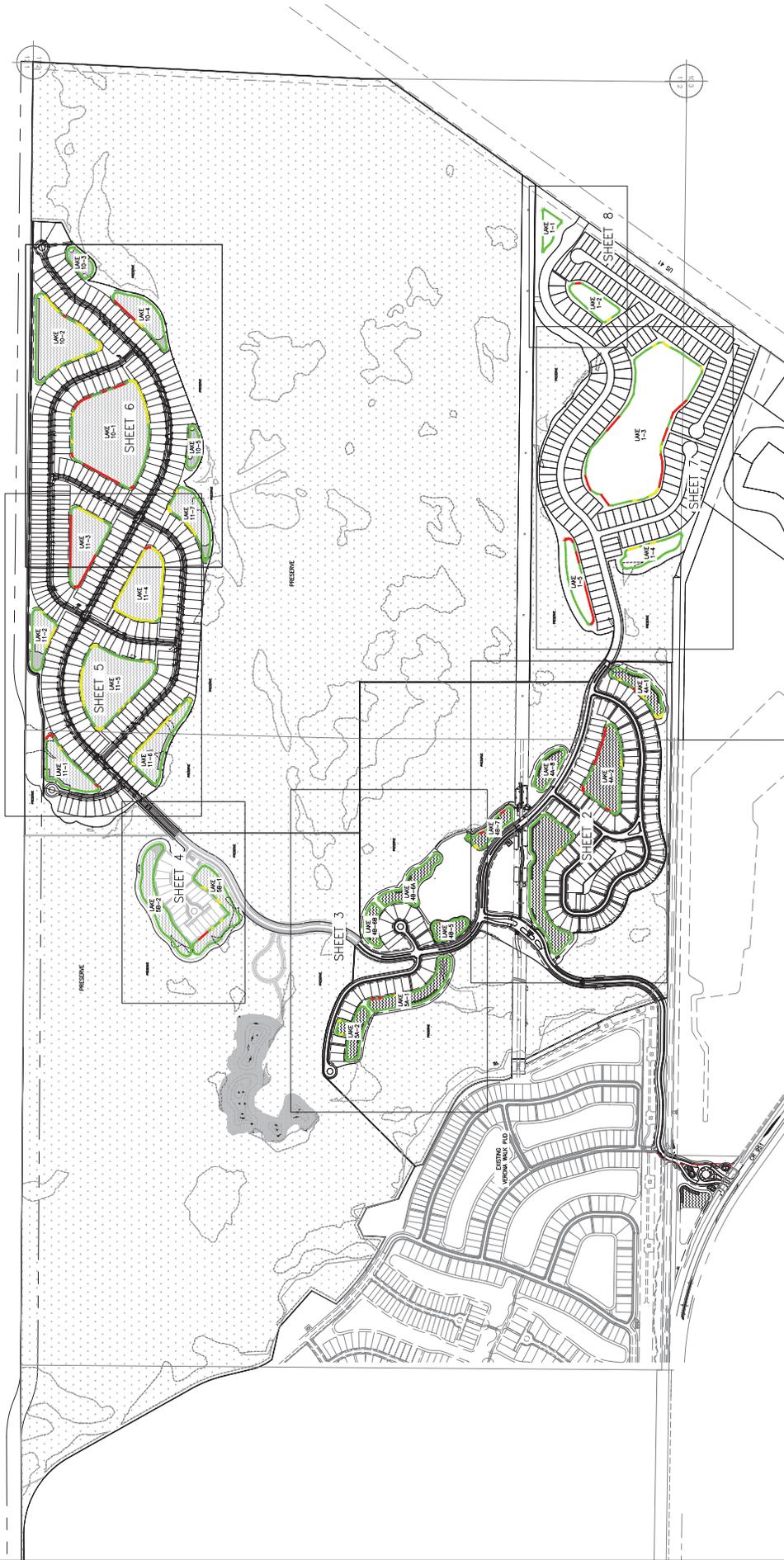
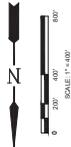
Field observation of the lakes within Phases 1 -4 of the Winding Cypress SWMS were performed in May 2021. All lakes within Phases 1 -4 were inspected. Lake stabilization consists of grassed shorelines at varying slopes and seawall stabilization.

Within Phases 1 -4 of the SWMS, there were areas of erosion noted on grassed shorelines, including areas of minor erosion that require maintenance/repair to prevent substantial erosion or failure. It is recommended that corrective action is taken to remediate shorelines identified as having “minor erosion” and “extensive erosion” within this report.

Included as Exhibit A to this report is an exhibit identifying the lake shorelines that were inspected, with color-coded identification to delineate shorelines that were satisfactory (green), shorelines with “minor erosion” (yellow) to monitor throughout the year and shorelines with “extensive erosion” (red) need to be repaired. The exhibit also identifies reference numbers for photographs which are included as Exhibit B to this report. Please note that in general, only photos of problem areas are included with this report and the photos were taken during the wet season.

## **EXHIBIT A**

### **LAKE SUMMARY AND IDENTIFICATION EXHIBIT**



PROJECT #: 00114-8  
 FILE DATE: 06/20/21  
 DESIGN BY: UAA  
 SCALE: AS SHOWN  
 SHEET: 1 of 8

**WINDING CYPRESS PHASES 1 - 4  
 PLANS AND PLAT**  
 MASTER LAKE EXHIBIT PLAN

J.R. EVANS ENGINEERING, P.A.  
 9351 CORKSCREW ROAD, SUITE 102  
 ESTERO, FLORIDA 33928  
 PHONE: (239) 85-9146  
 FAX: (239) 85-9146  
 WWW.JREVAENGINEERING.COM

#	DATE	REVISIONS

**J.R. EVANS ENGINEERING**





PROJECT#: 00114-8  
 FILE DATE: 06/01/21  
 DESIGN BY: UAA  
 SCALE: 1" = 80'  
 SHEET: 3 of 8

**WINDING CYPRESS PHASES 1 & 2  
 PLANS AND PLAT**  
 LAKE EXHIBIT PLAN 2

J.R. EVANS ENGINEERING, P.A.  
 9351 CORKSCREW ROAD, SUITE 102  
 ESTERO, FLORIDA 33928  
 PHONE: (239) 885-9146  
 (239) 885-9146  
 WWW.JREVAENGINEERING.COM



#	DATE	REVISIONS

**LEGEND**

- SATISFACTORY
- MINOR EROSION
- EXTENSIVE EROSION



PROJECT #: 00114-8  
 FILE DATE: 06/02/21  
 DESIGNER BY: LJA  
 SCALE: 1" = 50'  
 SHEET: 4 of 8

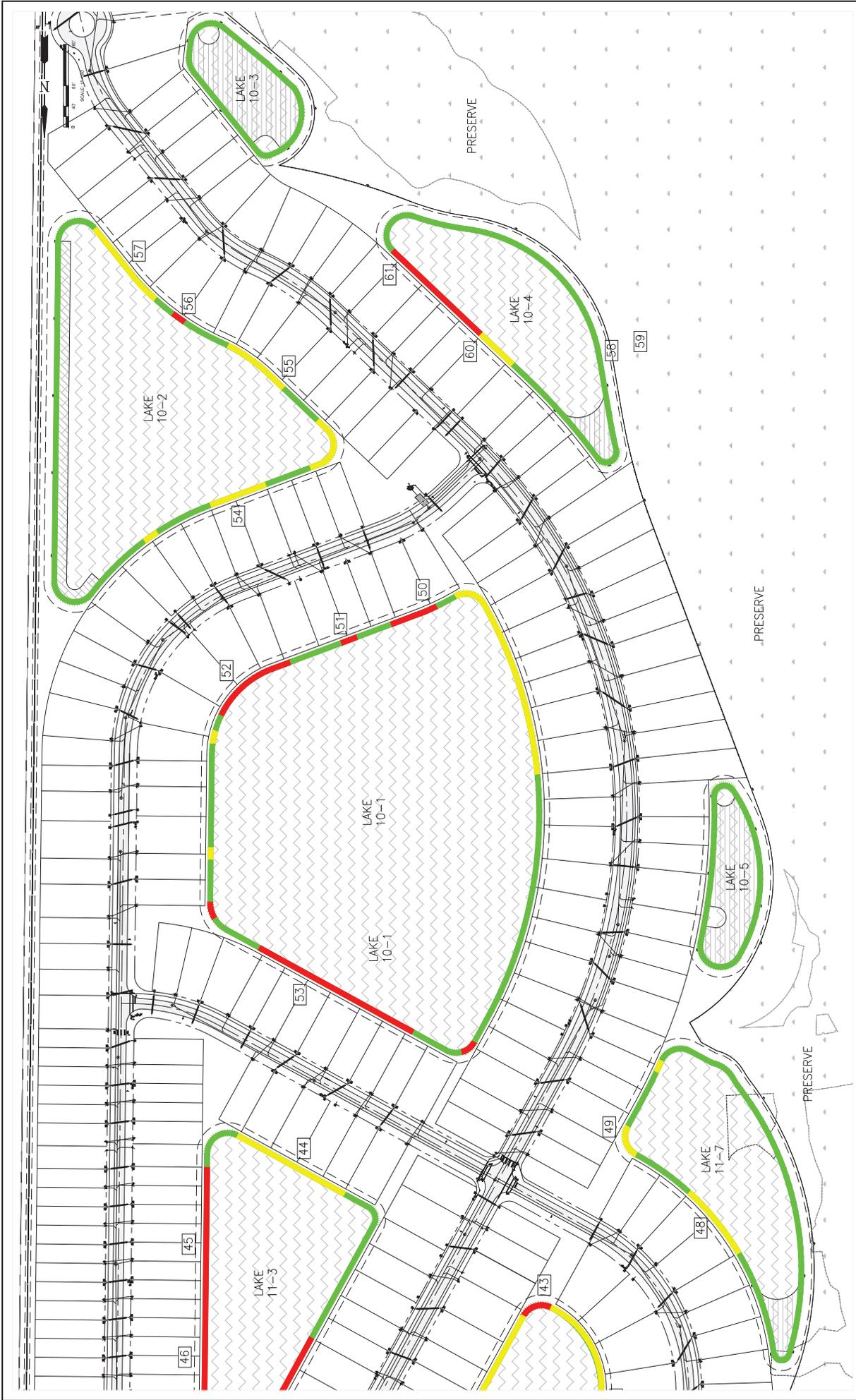
**WINDING CYPRESS PHASES 1 & 2  
 PLANS AND PLAT**  
 LAKE EXHIBIT PLAN 3

J.R. EVANS ENGINEERING, P.A.  
 9351 CORNSCREW ROAD, SUITE 102  
 ESTERO, FLORIDA 33928  
 PHONE: (239) 85-9146  
 (239) 85-9146  
 WWW.JREVAENGINEERING.COM

#	DATE	REVISIONS

LEADS
SATISFACTORY
MINOR MODS
EXTENSIVE MODS





PROJECT #: 00114-48  
 FILE DATE: 06/02/21  
 DESIGNER BY: UAA  
 SCALE: 1" = 80'  
 SHEET: 6 of 8

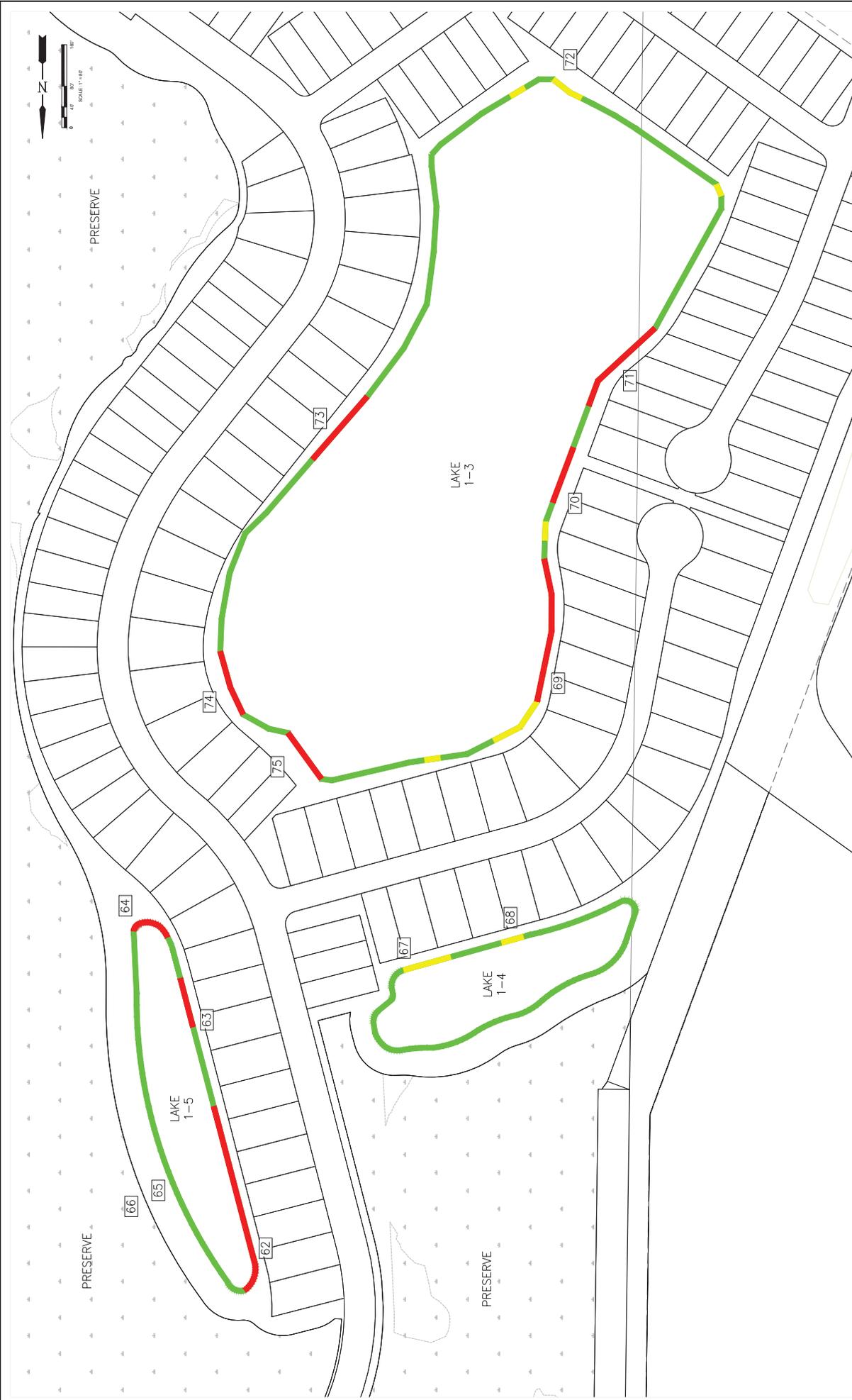
**WINDING CYPRESS PHASES 1 & 2  
 PLANS AND PLAT**  
 LAKE EXHIBIT PLAN 4

J.R. EVANS ENGINEERING, P.A.  
 9351 CORKSCREW ROAD, SUITE 102  
 ESTERO, FLORIDA 33928  
 PHONE: (239) 85-9146  
 FAX: (239) 85-9147  
 WWW.JREVAENGINEERING.COM

#	DATE	REVISIONS

#	DATE	REVISIONS

**J.R. EVANS ENGINEERING**



PROJECT #: 0114-48  
 FILE DATE: 06/20/11  
 DESIGN BY: LAA  
 SCALE: 1" = 80'  
 SHEET: 7 of 8

**WINDING CYPRESS PHASES 3 & 4  
 PLANS AND PLAT**  
 LAKE EXHIBIT PLAN 4

J.R. EVANS ENGINEERING, P.A.  
 9351 CORKSCREW ROAD, SUITE 102  
 ESTERO, FLORIDA 33928  
 PHONE: (239) 865-9146  
 FAX: (239) 865-9146  
 WWW.JREVAENGINEERING.COM

#	DATE	REVISIONS	
		DATE	REVISIONS

**LEGEND**

- SATISFACTORY
- MINOR EROSION
- EXTENSIVE EROSION



## **EXHIBIT B**

### **LAKE PHOTOS**



**Photo #1**

Minor erosion near the bottom of the lake slope



**Photo #3**

Extensive erosion near the bottom of the lake slope



**Photo #2**

Minor erosion near the bottom of the lake slope



**Photo #4**

Minor erosion near the bottom of the lake slope



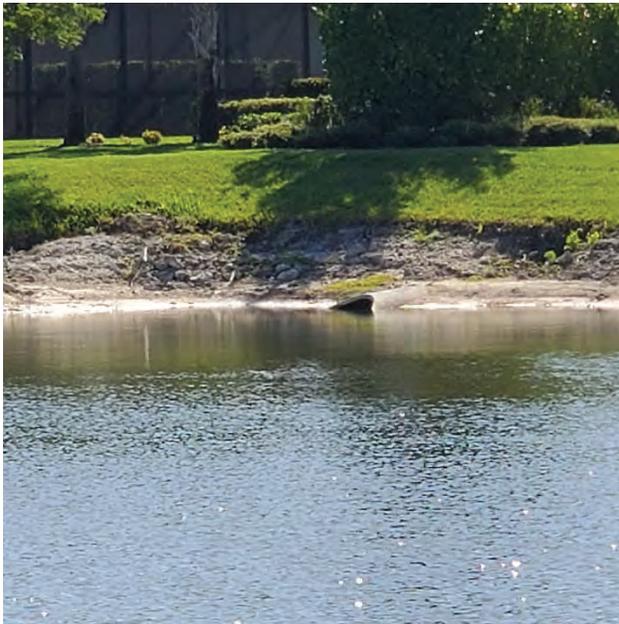
**Photo #5**

Extensive erosion near the bottom of the lake slope



**Photo #7**

Extensive erosion near the bottom of the lake slope



**Photo #6**

Extensive erosion near the bottom of the lake slope



**Photo #8**

Minor erosion near the bottom of the lake slope



**Photo #9**

Minor erosion near the bottom of the lake slope



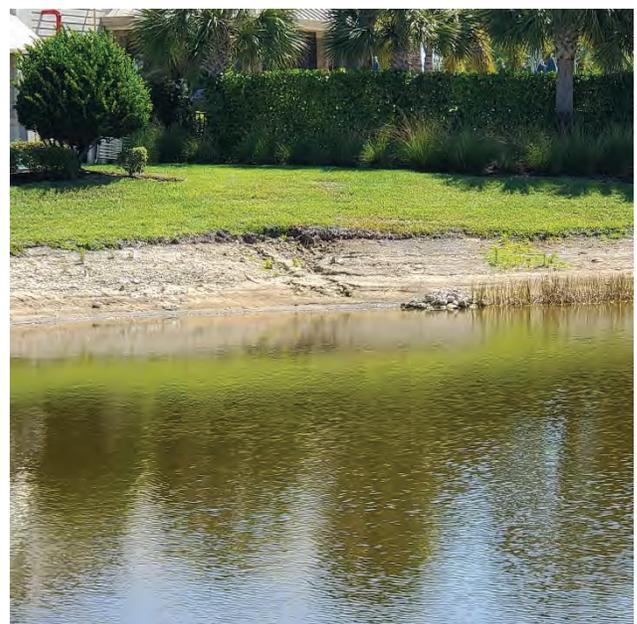
**Photo #11**

Extensive erosion near the bottom of the lake slope



**Photo #10**

Extensive erosion near the bottom of the lake slope



**Photo #12**

Minor erosion near the bottom of the lake slope



**Photo #13**

Extensive erosion near the bottom of the lake slope



**Photo #15**

Control Structure in Lake 4B-6B



**Photo #14**

Control Structure in Lake 4B-6B



**Photo #16**

Minor erosion near the bottom of the lake slope



**Photo #17**

Extensive erosion near the bottom of the lake slope



**Photo #19**

Minor erosion near the bottom of the lake slope



**Photo #18**

Extensive erosion near the bottom of the lake slope



**Photo #20**

Control Structure in Lake 5A-2



**Photo #21**  
Control Structure in Lake 5A-2



**Photo #23**  
Minor erosion near the bottom of the lake slope



**Photo #22**  
Minor erosion near the bottom of the lake slope



**Photo #24**  
Minor erosion near the bottom of the lake slope



**Photo #25**

Minor erosion near the bottom of the lake slope



**Photo #27**

Extensive erosion near the bottom of the lake slope



**Photo #26**

Minor erosion near the bottom of the lake slope



**Photo #28**

Control Structure in Lake 5B-2 Missing Grate



**Photo #29**  
Control Structure in Lake 5B-2 Missing Grate



**Photo #31**  
Minor erosion near the bottom of the lake slope



**Photo #30**  
Minor erosion near the bottom of the lake slope



**Photo #32**  
Control Structure in Lake 11-6



**Photo #33**  
Control Structure in Lake 11-6



**Photo #35**  
Minor erosion near the bottom of the lake slope



**Photo #34**  
Minor erosion near the bottom of the lake slope



**Photo #36**  
Minor erosion near the bottom of the lake slope



**Photo #37**

Extensive erosion near the bottom of the lake slope



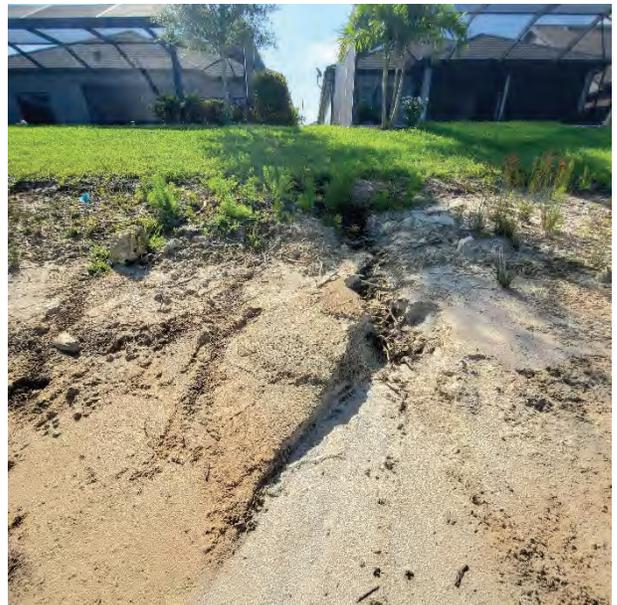
**Photo #39**

Extensive erosion near the bottom of the lake slope



**Photo #38**

Minor erosion near the bottom of the lake slope



**Photo #40**

Minor erosion near the bottom of the lake slope



**Photo #41**

Minor erosion near the bottom of the lake slope



**Photo #43**

Extensive erosion near the bottom of the lake slope



**Photo #42**

Minor erosion near the bottom of the lake slope



**Photo #44**

Minor erosion near the bottom of the lake slope



**Photo #45**

Extensive erosion near the bottom of the lake slope



**Photo #47**

Extensive erosion near the bottom of the lake slope



**Photo #46**

Extensive erosion near the bottom of the lake slope



**Photo #48**

Minor erosion near the bottom of the lake slope



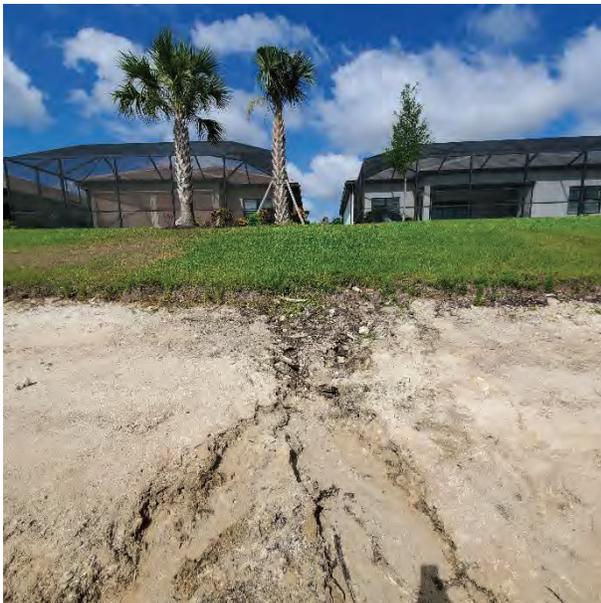
**Photo #49**

Minor erosion near the bottom of the lake slope



**Photo #51**

Extensive erosion near the bottom of the lake slope



**Photo #50**

Extensive erosion near the bottom of the lake slope



**Photo #52**

Extensive erosion near the bottom of the lake slope



**Photo #53**

Extensive erosion near the bottom of the lake slope



**Photo #55**

Minor erosion near the bottom of the lake slope



**Photo #54**

Minor erosion near the bottom of the lake slope



**Photo #56**

Extensive erosion near the bottom of the lake slope



**Photo #57**

Minor erosion near the bottom of the lake slope



**Photo #59**

Control Structure in Lake 10-4



**Photo #58**

Control Structure in Lake 10-4



**Photo #60**

Minor erosion near the bottom of the lake slope



**Photo #61**

Extensive erosion near the bottom of the lake slope



**Photo #63**

Extensive erosion near the bottom of the lake slope



**Photo #62**

Extensive erosion near the bottom of the lake slope



**Photo #64**

Extensive erosion near the bottom of the lake slope



**Photo #65**  
Control Structure in Lake 1-5



**Photo #67**  
Minor erosion near the bottom of the lake slope



**Photo #66**  
Control Structure in Lake 1-5



**Photo #68**  
Minor erosion near the bottom of the lake slope



**Photo #69**

Extensive erosion near the bottom of the lake slope



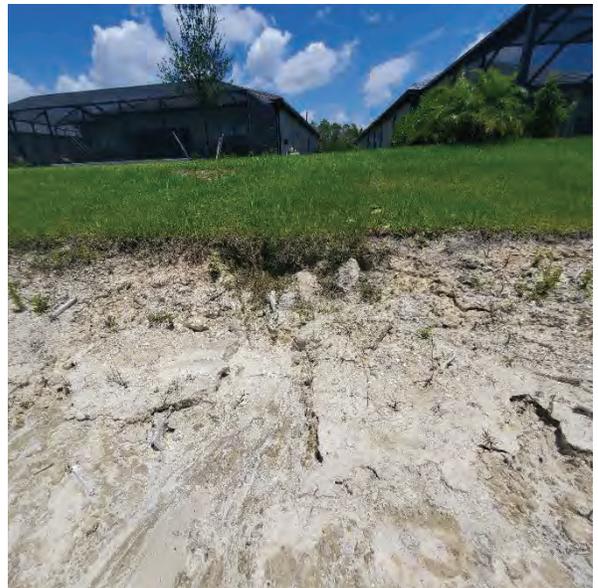
**Photo #71**

Extensive erosion near the bottom of the lake slope



**Photo #70**

Extensive erosion near the bottom of the lake slope



**Photo #72**

Minor erosion near the bottom of the lake slope



**Photo #73**

Extensive erosion near the bottom of the lake slope



**Photo #75**

Extensive erosion near the bottom of the lake slope



**Photo #74**

Extensive erosion near the bottom of the lake slope



**Photo #76**

Minor erosion near the bottom of the lake slope



**Photo #77**

Extensive erosion near the bottom of the lake slope