

Winston Park Homeowner's Association

Board of Directors Meeting

Thursday, September 4, 2025

7:30 PM

This meeting will also be broadcast via Zoom video.

7:30 PM Board of Directors Meeting.

1. Approval of meeting minutes of August 7, 2025.
 - A. Financial Reports
 - B. Adult Pool Repair – status

MOTIONS AND DISCUSSIONS

2. Adult Lounge renovations (Sponsored by Miami Management).
3. P.O.S. "credit card processing" at clubhouse (Sponsored by Miami Management).
4. Tree Trimming (Sponsored by Miami Management).
5. Holiday Lights (Sponsored by Miami Management).
6. Special Meeting motion for October 30, 2025, Re: Insurance (Sponsored by Board member Miles Moss).
7. Change Operating bank account from Truist to City National Bank (Sponsored by Board member Miles Moss).
8. Level Up approved by our insurance company issuing of vendor license status.
9. Records destruction: Motion to pay Miami Management \$400 to have 16 boxes of records destroyed.
10. Elite Pools deposit recovery status – Association attorney Edward Martinez.
11. By-laws Review and Amendments (Sponsored by Isidoro Lopez).
12. Access Control discussion (Sponsored by John Curry and Co-Sponsored by Isidoro Lopez).

COMMITTEE REPORTS

13. Clubhouse Committee – Committee Chair Sharleen Diaz
14. By-laws Committee – Committee Board Member Isidoro Lopez
15. Recreation Committee – Committee Chair Mayra Diaz
16. Finance and Insurance Committee – Committee Chair Board Member Sherry Maer
17. Police and Safety Committee – Committee Chair Board Member John Curry
18. Standard Operating Procedure Committee – Committee Chair Board Member Jenniffer Zambolla
19. Website update – Committee Chair Board Member Jennifer Zambolla
20. Communications update – Committee Chair Board Member Jenniffer Zambolla
21. Pool Committee – Committee Chair Board Member John Curry

HOMEOWNERS FORUM

NEW BUSINESS/BOARD MEMBER ISSUES

UPCOMING BOARD MEETING – OCTOBER 2, 2025, AT 7:30 PM

WINSTON PARK

		Balance as of 08/31/25	Balance as of 07/31/25	Increase (Decrease)
ASSETS				
CURRENT ASSETS				
1002-0000	CASH - OPERATING - TRUIST BANK	60,344.10	130,217.73	-69,873.63
1005-0000	CASH - MONEY MARKET - TRUIST BANK	68,464.43	73,903.68	-5,439.25
1007-0000	CASH - PAYROLL- TRUIST BANK	253,069.19	227,077.51	25,991.68
1010-0000	PETTY CASH	300.00	300.00	0.00
1100-0000	ASSESSMENTS RECEIVABLE	52,875.66	50,196.89	2,678.77
1103-0000	ALLOW. FOR BAD DEBTS	-1,743.99	-1,743.99	0.00
1130-0000	PREPAID EXPENSES	829.57	637.55	192.02
1140-0000	PREPAID INSURANCE	74,368.01	92,202.43	-17,834.42
TOTAL CURRENT ASSETS		508,506.97	572,791.80	-64,284.83
RESERVE FUND				
1187-0000	MM-RESERVE- TRUIST BANK	295,319.80	321,034.59	-25,714.79
1189-0000	RESERVE - ETRADE BANK	116,144.50	116,439.61	-295.11
1191-0000	RESERVE - CHARLES SCHWAB	323,354.45	322,447.87	906.58
TOTAL RESERVE FUND		734,818.75	759,922.07	-25,103.32
FIXED ASSETS				
1201-0000	FURNITURE & FIXTURES-OUTD	29,453.44	29,453.44	0.00
1202-0000	FURNITURE & FIXTURES-INDO	32,800.24	32,800.24	0.00
1204-0000	LAND	157,000.00	157,000.00	0.00
1205-0000	LAND IMPROVEMENTS	50,868.52	50,868.52	0.00
1206-0000	BUILDINGS	61,020.00	61,020.00	0.00
1207-0000	BUILDING IMPROVEMENTS	95,621.42	95,621.42	0.00
1208-0000	RECREATIONAL IMPROVEMENTS	131,159.46	131,159.46	0.00
1209-0000	RECREATIONAL EQUIPMENT	16,067.33	16,067.33	0.00
TOTAL FIXED ASSETS		573,990.41	573,990.41	0.00
ACCUMULATED DEPRECIATION				
1214-0000	ACCUMULATED DEPRECIATION	-394,359.00	-394,359.00	0.00
TOTAL ACC. DEPRECIATION		-394,359.00	-394,359.00	0.00
OTHER ASSETS				
1350-0000	EXCHANGE	0.00	0.00	0.00
TOTAL OTHER ASSETS		0.00	0.00	0.00
TOTAL ASSETS		1,422,957.13	1,512,345.28	-89,388.15

WINSTON PARK

		Balance as of 08/31/25	Balance as of 07/31/25	Increase (Decrease)
LIABILITIES AND EQUITY				
CURRENT LIABILITIES				
2010-0000	ACCRUED EXPENSES	1,926.60	6,041.83	-4,115.23
2060-0000	ASSESSMENTS PAID IN ADVANCE	130,553.63	157,529.08	-26,975.45
	TOTAL CURRENT LIABILITIES	132,480.23	163,570.91	-31,090.68
RESERVE FUND				
3020-0000	RESERVE - INTEREST EARNED	60,280.84	62,881.83	-2,600.99
3030-0000	RESERVE - CLUBHOUSE ROOFS	64,144.24	62,829.24	1,315.00
3032-0000	RESERVE - CHICKEES	29,189.00	29,059.00	130.00
3033-0000	RESERVE - ADULT POOL RENOVATION	22,564.03	77,404.03	-54,840.00
3034-0000	RESERVE - TENNIS COURTS	21,963.57	21,388.57	575.00
3035-0000	RESERVE - GYM EQUIPMENT	10,551.61	10,286.61	265.00
3036-0000	RESERVE - A/C EQUIPMENT	67,215.00	64,640.00	2,575.00
3037-0000	RESERVE - CAPITAL IMPROVEMENT	1,415.00	1,463.00	-48.00
3039-0000	RESERVE - INSURANCE DEDUCTIBLE	60,000.00	60,000.00	0.00
3040-0000	RESERVE - BUILDING PAINTING	23,634.00	23,238.00	396.00
3041-0000	RESERVE - SEALCOATING & PAVING	35,876.20	35,400.20	476.00
3042-0000	RESERVE - WALL REPAIRS	27,104.73	761.06	26,343.67
3043-0000	RESERVE - POOL DECK	12,800.00	12,400.00	400.00
3044-0000	RESERVE - TREE TRIMMING	32,970.00	31,750.00	1,220.00
3045-0000	RESERVE - FUTURE PROJECTS	3,990.01	3,600.01	390.00
3046-0000	RESERVE - LAKE SIDEWALK	45,982.80	45,482.80	500.00
3047-0000	RESERVE - PERIMETER WALL PAINT	12,872.00	12,472.00	400.00
3048-0000	RESERVE - TENNIS COURT FENCING	72,598.92	72,598.92	0.00
3061-0000	RESERVE - STORM CLEAN UP	50,000.00	50,000.00	0.00
3088-0000	RESERVE - LIGHTING	41,041.80	41,041.80	0.00
3090-0000	RESERVE - POOL LOUNGES & CANOPIES	5,500.00	5,225.00	275.00
3092-0000	RESERVE - ADULT POOL PUMP & PIPING	125.00	3,000.00	-2,875.00
3094-0000	RESERVE - FAMILY POOL RESURFACING	33,000.00	33,000.00	0.00
	TOTAL RESERVE FUND	734,818.75	759,922.07	-25,103.32
MEMBERS' EQUITY				
3510-0000	CONTRIBUTED CAPITAL	330,621.00	330,621.00	0.00
4020-0000	CURRENT EARNING	59,037.56	57,231.71	1,805.85
3600-0000	RETAINED EARNINGS	200,999.59	200,999.59	0.00
	TOTAL MEMBERS' EQUITY	555,658.15	588,852.30	-33,194.15
	TOTAL LIABILITIES AND EQUITY	1,422,957.13	1,512,345.28	-89,388.15

"If the account "Due to Reserves" appears above, this is an indication that the associations reserves are not fully funded as required by Florida Statutes and per the current approved budget. Management advises that the Board of Directors take the the necessary corrective action".

FDIC coverage is \$250,000.00 per depositor at FDIC insured institutions.

*** UNAUDITED FOR MANAGEMENT PURPOSES ONLY ***

WINSTON PARK

FOR THE MONTH ENDING 08/31/25
INCOME STATEMENT

	ACTUAL	BUDGET	BUDGET VAR.	ACTUAL YTD	BUDGET YTD	BUDGET VAR.	BUDGET % VAR.	YEARLY BUD.
4020-0000	85,158.00	85,158.00	0.00	681,264.00	681,264.00	0.00	0.00	1,021,896.00
4022-0000	2.64	50.00	(47.36)	4,168.62	400.00	3,768.62	942.16	600.00
4023-0000	0.00	0.00	0.00	148,100.00	0.00	148,100.00	*****	0.00
4024-0000	221.98	0.00	221.98	1,228.46	0.00	1,228.46	*****	0.00
4026-0000	0.00	110.00	(110.00)	1,000.00	880.00	120.00	13.64	1,320.00
4029-0000	102.00	200.00	(98.00)	2,117.00	1,600.00	517.00	32.31	2,400.00
4030-0000	9,626.00	9,626.00	0.00	77,008.00	77,008.00	0.00	0.00	115,512.00
4031-0000	112.40	65.00	47.40	2,306.40	520.00	1,786.40	343.54	780.00
4034-0000	0.00	0.00	0.00	4,650.00	0.00	4,650.00	*****	0.00
4037-0000	1,450.00	1,836.00	(386.00)	21,045.00	14,688.00	6,357.00	43.28	22,032.00
4038-0000	25.60	59.00	(33.40)	539.04	472.00	67.04	14.20	708.00
4047-0000	0.00	0.00	0.00	(13,580.00)	0.00	(13,580.00)	*****	0.00
4049-0000	1,800.00	1,800.00	0.00	14,400.00	14,400.00	0.00	0.00	21,600.00
4141-0000	4,443.00	4,443.00	0.00	35,544.00	35,544.00	0.00	0.00	53,316.00
4200-0000	650.00	0.00	650.00	2,792.00	0.00	2,792.00	*****	0.00
4999-0000	103,591.62	103,347.00	244.62	982,582.52	826,776.00	155,806.52	18.85	1,240,164.00
5001-0000	22,956.00	21,475.00	(1,481.00)	173,281.00	171,800.00	(1,481.00)	(0.86)	257,700.00
5010-0000	0.00	750.00	750.00	2,788.55	6,000.00	3,211.45	53.52	9,000.00
5020-0000	0.00	500.00	500.00	2,654.00	4,000.00	1,346.00	33.65	6,000.00
5030-0000	17,834.42	22,334.00	4,499.58	150,261.80	178,672.00	28,410.20	15.90	268,008.00
5040-0000	170.89	325.00	154.11	3,003.69	2,600.00	(403.69)	(15.53)	3,900.00
5050-0000	2,373.85	2,750.00	376.15	19,312.93	22,000.00	2,687.07	12.21	33,000.00
5060-0000	764.96	601.00	(163.96)	5,518.06	4,808.00	(710.06)	(14.77)	7,212.00
5070-0000	469.85	1,000.00	530.15	3,417.59	8,000.00	4,582.41	57.28	12,000.00
5080-0000	24.93	25.00	0.07	200.85	200.00	(0.85)	(0.42)	300.00
5090-0000	1,160.95	750.00	(410.95)	7,789.58	6,000.00	(1,789.58)	(29.83)	9,000.00
6000-0000	946.80	150.00	(796.80)	6,689.40	1,200.00	(5,489.40)	(457.45)	1,800.00
6005-0000	620.00	425.00	(195.00)	2,350.00	3,400.00	1,050.00	30.88	5,100.00
6007-0000	0.00	250.00	250.00	7,855.00	2,000.00	(5,855.00)	(292.75)	3,000.00
6008-0000	1,267.75	2,200.00	932.25	10,479.99	17,600.00	7,120.01	40.45	26,400.00
6010-0000	2,175.00	2,175.00	0.00	17,400.00	17,400.00	0.00	0.00	26,100.00
6011-0000	7,600.00	7,368.00	(232.00)	60,800.00	58,944.00	(1,856.00)	(3.15)	88,416.00
6013-0000	0.00	300.00	300.00	0.00	2,400.00	2,400.00	100.00	3,600.00
6016-0000	1,200.00	275.00	(925.00)	10,974.70	2,200.00	(8,774.70)	(398.85)	3,300.00
6017-0000	0.00	83.00	83.00	0.00	664.00	664.00	100.00	996.00
6019-0000	1,322.11	500.00	(822.11)	13,062.77	4,000.00	(9,062.77)	(226.57)	6,000.00

FOR THE MONTH ENDING 08/31/25
INCOME STATEMENT

	ACTUAL	BUDGET	BUDGET VAR.	ACTUAL YTD	BUDGET YTD	BUDGET VAR.	BUDGET % VAR.	YEARLY BUD.
RS	5,600.00	3,825.00	(1,775.00)	28,600.00	30,600.00	2,000.00	6.54	45,900.00
SE	1,070.00	400.00	(670.00)	3,207.10	3,200.00	(7.10)	(0.22)	4,800.00
NT.	0.00	50.00	50.00	592.24	400.00	(192.24)	(48.06)	600.00
	0.00	350.00	350.00	2,730.00	2,800.00	70.00	2.50	4,200.00
	0.00	350.00	350.00	1,812.00	2,800.00	988.00	35.29	4,200.00
SES	442.99	1,481.00	1,038.01	7,134.21	11,848.00	4,713.79	39.79	17,772.00
	50.00	175.00	125.00	2,200.07	1,400.00	(800.07)	(57.15)	2,100.00
	0.00	1,481.00	1,481.00	9,095.07	11,848.00	2,752.93	23.24	17,772.00
	0.00	75.00	75.00	0.00	600.00	600.00	100.00	900.00
	0.00	50.00	50.00	0.00	400.00	400.00	100.00	600.00
	0.00	50.00	50.00	0.00	400.00	400.00	100.00	600.00
TP	303.34	0.00	(303.34)	2,134.16	0.00	(2,134.16)	*****	0.00
	9,626.00	9,626.00	0.00	77,008.00	77,008.00	0.00	0.00	115,512.00
	2.64	0.00	(2.64)	4,168.62	0.00	(4,168.62)	*****	0.00
	0.00	29.00	29.00	54.70	232.00	177.30	76.42	348.00
	0.00	75.00	75.00	0.00	600.00	600.00	100.00	900.00
TRANSFER 8023-0000	0.00	0.00	0.00	148,100.00	0.00	(148,100.00)	*****	0.00
SE	59.72	0.00	(59.72)	621.95	0.00	(621.95)	*****	0.00
	5,103.17	1,259.00	(3,844.17)	20,284.79	10,072.00	(10,212.79)	(101.40)	15,108.00
	0.00	692.00	692.00	0.00	5,536.00	5,536.00	100.00	8,304.00
NSES	5,295.50	4,443.00	(852.50)	19,311.76	35,544.00	16,232.24	45.67	53,316.00
	12,372.35	13,500.00	1,127.65	91,190.76	108,000.00	16,809.24	15.56	162,000.00
9020-0000	972.55	1,200.00	227.45	7,459.62	9,600.00	2,140.38	22.30	14,400.00
9902-0000	101,785.77	103,347.00	1,561.23	923,544.96	826,776.00	(96,768.96)	(11.70)	1,240,164.00
9972-0000	1,805.85	0.00	1,805.85	59,037.56	0.00	59,037.56	*****	0.00

Statement of Cash Flows
1301 - Winston Park
For the Month Ending August 31, 2025

	Operating Fund
Cash Flows From Operating Activities:	
Maintenance / Assessments Collected	\$70,938.76
Adjustments	\$0.00
Interest Income Received	\$0.00
Wire Transfers	\$0.00
Developer Funds	\$0.00
Other Income Received	\$3,465.00
Total Sources of Cash	\$74,403.76
Cash Paid For Expenses	
Vendor / Void Checks	\$-59,122.67
Adjustments	\$0.00
NSF Checks	\$-469.00
Bank Fees / Adjustments	\$-59.72
Total Uses of Cash	\$-59,651.39
Interfund Transfers	
Reserve	\$-44,626.00
Capital Contribution	\$0.00
Special Assessments	\$0.00
Security Deposit	\$0.00
Payroll	\$-40,000.00
Others	\$0.00
Net Cash Used By Operating Activities	\$-69,873.63
Net Decrease / Increase in Cash and Equivalents	\$-69,873.63
Cash and Cash Equivalents at Beginning of Period	\$130,217.73
Cash and Cash Equivalents at End of Period	\$60,344.10

August 2025 DLQ: \$52,876

WINSTON PARK

Winston Park Financial Summary for 2025						
MONTH	CASH INTAKE	30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS	LIENS / FORECLOSURES
JANUARY						
FEBRUARY	\$137,616.00	\$14,436.00	\$33,218.00	\$1,800.00	\$5,716.00	1 Lien/ 0 FCL
MARCH	\$82,946.00	\$14,244.00	\$6,547.00	\$24,717.00	\$5,496.00	1 Lien/0 FCL
APRIL	\$83,842.00	\$14,170.00	\$6,646.00	\$3,350.00	\$24,560.00	0 Lien/0 FCL
MAY	\$78,590.00	\$15,665.00	\$6,802.00	\$3,945.00	\$25,065.00	0 Lien/0 FCL
JUNE	\$72,938	\$15,548	\$7,516	\$3,796	\$24,100	0 Lien/0 FCL
JULY	\$79,733	\$15,939	\$6,726	\$3,619	\$23,913	0 Lien/0 FCL
AUGUST	\$71,638	\$17,085	\$7,747	\$3,774	\$24,269	0 Lien/0 FCL
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						

Account Number	Check Date	Description	Charge Code	Check Number	Amount
Colfin AI FL 3 LLC		8031 SW 136 AVE		Total Amount:	\$100.00
1301-007620 Victorero, Jose E	1/3/2025	Online Payment 8021 SW 136 AVE	SPA	OPNDKB86	\$100.00
				Total Amount:	\$100.00
1301-007621 Lopez, Isidoro	12/17/2024	Pymt. Batch 958 Check 7941 SW 136 AVE	SPA	2629	\$100.00
				Total Amount:	\$100.00
1301-007623 Perez, Alberto	1/2/2025	Pymt. Batch 234 Check 7921 SW 136 AVE	SPA	119	\$100.00
				Total Amount:	\$100.00

Total Payments: **\$120,932.60**

INVOICE

All Florida Pools & Pavers
10781 NW 29th Ct null
Sunrise, FL 333221017

allflorida.pp@gmail.com
+1 (404) 513-0748



Winston Park Home Owners Association

Bill to
8100 SW 132nd Ave,
Miami
FI
33183
Usa

Ship to
8100 SW 132nd Ave,
Miami
FI
33183
Usa

Invoice details

Invoice no.: 1035
Terms: Net 15
Invoice date: 08/22/2025
Due date: 09/06/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Leak Detection	Comercial leak Detection	1	\$1,500.00	\$1,500.00
2.		Leak Repair	Gutter Repair in joint Tile	1	\$300.00	\$300.00

Total **\$1,800.00**

Ways to pay



View and pay

ESTIMATE

All Florida Pools & Pavers
10781 NW 29th Ct null
Sunrise, FL 333221017

allflorida.pp@gmail.com
+1 (404) 513-0748



Winston Park Home Owners Association

Bill to

8100 SW 132nd Ave,

Miami

Fl

33183

Usa

Ship to

8100 SW 132nd Ave,

Miami

Fl

33183

Usa

Estimate details

Estimate no.: 1083

Estimate date: 08/21/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Pool Repair	Kidding pool repair main drain repair and plaster Resurface with Diamond brite	1	\$3,500.00	\$3,500.00

Total **\$3,500.00**

Accepted date

Accepted by



INVOICE

954

BAM BAM REMOVAL SERVICES, LLC
20022 NW 56TH AVE
MIAMI GARDENS, FL 33055

Date: Aug 14, 2025

PO Number: 5412

Balance Due: \$3,000.00

Bill To:

WINSTON PARK ASSOCIATION
8100 SW 132nd AVE
MIAMI, FL 33183

Item	Quantity	Rate	Amount
Painting of Event Space.	1	\$3,000.00	\$3,000.00
Includes all labor and surface preparation, priming, and application of finish coats.			

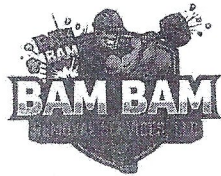
Subtotal: \$3,000.00

Tax (0%): \$0.00

Total: \$3,000.00

Notes:

"Our company is fully covered by General Liability Insurance. A certificate of insurance can be provided upon request."



INVOICE

955

BAM BAM REMOVAL SERVICES, LLC
20022 NW 56TH AVE
MIAMI GARDENS, FL 33055

Date: Aug 14, 2025

PO Number: 5412

Balance Due: \$1,275.00

Bill To:

WINSTON PARK ASSOCIATION
8100 SW 132nd AVE
MIAMI, FL 33183

Item	Quantity	Rate	Amount
Window Railings - Preparation & Painting	1	\$1,275.00	\$1,275.00
Surface preparation and multi-coat painting of all designated window railings. Scope includes comprehensive cleaning, sanding of existing surfaces, and precise application of a rust-inhibitive primer and a durable, high-adhesion finish coat.			

Subtotal: \$1,275.00

Tax (0%): \$0.00

Total: \$1,275.00

Notes:

"Our company is fully covered by General Liability Insurance. A certificate of insurance can be provided upon request."

ADULT LOUNGE

RENTAL SCHEDULE

\$300.00 + \$300.00 DEPOSIT

General
Blue

2025

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
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17	18	19	20	21	22	23
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31						

September						
S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Anthony Garcia

From: Federico Acevedo <federico.acevedo@3d-payments.com>
Sent: Monday, August 25, 2025 2:43 PM
To: Anthony Garcia
Subject: Re: Documents needed - Winston Park

Anthony,

We will be providing a free terminal for the front desk to use for any of the charges that need to be executed.

The following fees will be applicable to the account:

- Batch header fee \$0.35 (when terminal batches out and processing of depositing funds to the bank account begins)
- Monthly service fee \$12.95
- Annual fee of \$119.00 (billed 90 days after account activation)

I will be waiving the monthly minimum fee for you guys since I understand there won't be a lot of volume per say.

I would suggest that you use a surcharge program where the client/resident pays a 3% fee additional to the transaction. So for example, if you have a \$100 transaction, the terminal will automatically add a 3% surcharge and client will pay \$103.

This will cover the entire processing fees/costs incurred as the processing rate we will provide will be lower than 3%. So there won't be any processing fees/costs.

Let me know if you have any questions.

Best,

Federico Acevedo | National Account Executive
Office: (561) 990-3600
Cell: (786) 302-0582
Fax: (561) 465-5603
E-Mail: Federico.Acevedo@3D-Payments.com
Website: www.3D-Payments.com



From: Anthony Garcia <angarcia@miamimanagement.com>
Sent: Thursday, August 21, 2025 1:18:27 PM
To: Federico Acevedo <federico.acevedo@3d-payments.com>
Subject: RE: Documents needed - Winston Park

Anthony Garcia

From: Moretter, Dave <dmoretter@paychex.com>
Sent: Wednesday, July 9, 2025 2:39 PM
To: Anthony Garcia
Cc: Williams, Kirsten P
Subject: RE: Paychex - Credit Card Processing for Winston Park Assoc Inc

Hi Anthony,

Thanks for your time earlier. I connected with Paige (cc'd) and we confirmed we can offer dual pricing at 3.5% at \$10/month + the cost of the physical terminal (\$260, see pic below). Let us know if you have any additional questions leading up to the board meeting tomorrow.

Dejavoo P5



Dejavoo P5

Thank you,

[Schedule a Meeting With Me!](#)

Dave Moretter

Paychex | Merchant Services

Anthony Garcia

From: Victor Saka <victor@merchantone.com>
Sent: Tuesday, August 26, 2025 4:48 PM
To: Anthony Garcia
Subject: RE: Clover Compact

Yeah \$6.95 monthly fee and 3% surcharge

From: Anthony Garcia <angarcia@miamimanagement.com>
Sent: Tuesday, August 26, 2025 4:45 PM
To: Victor Saka <victor@merchantone.com>
Subject: RE: Clover Compact

Victor,
When we spoke you mentioned it was a 3% charge to the customer and that was it.
It shows a monthly fee, is that correct?

Thank you.

Anthony Garcia, LCAM

Miami Management, Inc.

14275 SW 142 Ave.

Miami, FL 33186

Office: 305-386-3854



Visit us on the Web: www.miamimanagement.com

Become a fan of our Facebook page: simply search

"Miami Management, Inc."

Sign up today to stay up to date with upcoming events.

"This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us by reply e-mail and immediately and permanently delete this message and any attachments. Thank you."

From: Victor Saka <victor@merchantone.com>
Sent: Tuesday, August 26, 2025 4:08 PM
To: Anthony Garcia <angarcia@miamimanagement.com>
Subject: Clover Compact



Streamlined payment processing

- Fast Speed up check-out with quick debit, credit, and contactless payments, including EBT and gift card transactions.
- User-friendly Simple payment flows and an intuitive interface make setup and training a breeze.
- Durable Protected against splashes and built to last with chemically strengthened glass, multi-touch surface, and a scratch and fingerprint-resistant screen.
- Secure End-to-end encryption protects your business from fraud and keeps data safe from cyberattacks.

Thank you for your interest in processing payments through Merchant One. Upon set up we can provide you with a brand new Wi-Fi machine . The machine will take EMV Chip cards, Apple Pay, and all payment types!

Other Account Details:

- No Setup Fees
- No PCI Compliance Fees
- 24/7 Live US Support
- Next-Business Day Funding

Our "Tiered" structure means that the rate you pay depends on the kind of card you accept.

Please find a recap of our "Tiered" pricing structure below:

Card Type	Rate
Visa/Mastercard/Discover Debit	0.29% + \$0.15 per transaction
Visa/Mastercard/Discover Credit	1.55% + \$0.15 per transaction
American Express	2.50% + \$0.15 per transaction
\$6.95 month to month	

OR

"Cash Discount Program" below. The customer would pay the flat rate, and you would pay just the \$6.95 per month.

Card Type	Rate
Customer Pays Flat Rate	3.00%
\$6.95 per month	

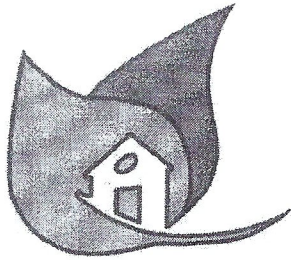
We have over 200,000 happy customers on these pricing structure across the nation!

Let me know if I can answer any other questions for you, or if you are ready to get started. You can reach me by phone call or text message to my direct line:

I look forward to hearing from you soon.

Terminal Attached PDF

Victor Saka



King Tower

Landscaping Inc.

LICENSE - INSURED LIC # 673305 - 0
OWNERS OPERATED

"Keeping your grass green since 2013"

Date: 09/30/2025
Invoice# 00

Service To: Winston Park
8100 SW 132nd Ave,
Miami, Florida 330183

*ESTIMATE

Qty	Description	Unit Price	Line Total
5	For trimming Large Ficus tree	\$500.00 each tree	\$2,500.00
2	For trimming Large Ficus tree next to lake	\$800.00 each tree	\$1,600.00
17	For trimming Large Hardwood	\$400.00 each tree	\$6,800.00
1	For cleaning Bismark palm	\$60.00 each palm	\$60.00
7	For cleaning Queen palms	\$60.00 each palm	\$420.00
6	For cleaning Sabal palms	\$60.00 each palm	\$360.00
57	For cleaning Veitchia palms	\$20.00 each palm	\$1,140.00
21	For cleaning Robellini palms	\$30.00 each palm	\$630.00
	For removing Banana trees		\$400.00
Total Price			\$29,200.00

Thank you for your business!

5740 SW 166th Ct, Miami, FL 33193 - Phone: (786)521-7164 -- (786)541-7178 - Email: Kingtower24@gmail.com



TREE TRIMMING PROPOSAL

14275 SW 142 Avenue, Miami, Florida 33186

To: Winston Park

C/O Sandra Reyes & Anthony Garcia, Property Manager

8100 sw 132 ave Miami, FL 33183

Date: 8/26/2025

Location: 1301

Proposal No.: 1027

QUANTITY	DESCRIPTION	SIZE	PRICE PER	TOTAL
7	Trim seven large ficus trees	LG	\$ 562.50	\$ 3,937.50
17	Trim seventeen large hardwood trees	LG	\$ 437.50	\$ 7,437.50
2	Remove two limbs from hardwood trees	LG	\$ 312.50	\$ 625.00
1	Trim one Bismark palm	LG	\$ 118.75	\$ 118.75
7	Trim seven queen palms	LG	\$ 100.00	\$ 700.00
6	Trim six sabal palms	MD	\$ 87.50	\$ 525.00
57	Veitchia palms	MD	\$ 31.25	\$ 1,781.25
21	Trim twenty one robellini palm trees	MD	\$ 18.75	\$ 393.75
1	Debris and dumping	NA	\$ 1,500.00	\$ 1,500.00

Ficus trees are to be reduced by removing the outer limbs and from over structures.

Majority cannot be accessed with a bucket truck.

TOTAL

\$ 17,018.75

Terms and conditions: 50% deposit with balance due upon completion.

Exclusions: This constitutes the entire agreement. Any item not specifically listed above is not included.

*****All prices and terms on this proposal are valid for sixty (60) days*****

The above prices, specifications and conditions are hereby accepted.

If any party shall breach the terms and conditions of this Agreement, or should this Agreement require judicial interpretation, the prevailing party shall be entitled to all costs incurred therein including a reasonable attorney's fee. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be considered one instrument.

Client Authorized Signature

Miami Management, Inc.

Date: _____

THANK YOU FOR YOUR BUSINESS!

Turning your outdoor living into a beautiful landscape

MIAMI FL 33138
WINSTON PARK ASSOCIATION

Prepared by: JON ALEXANDER

None

SUBTOTAL	\$ 13,950.00
TAX RATE	
SALES TAX	
TOTAL	\$ 13,950.00

MAKE ALL CHECKS TO AML EXTERIOR DECORATORS LLC, THANK YOU FOR YOUR BUSINESS!



Thursday, August 28, 2025

Winston Park Clubhouse
8100 SW 132nd AVE
Miami, FL 33183

Re: Tree Trimming

As requested, please find the proposal for tree trimming. Areas have been broken down as displayed in the attached site map.

Click link below

https://www.google.com/maps/d/edit?mid=166XdmXPa9kn92A_Yi2JPHb63Y8yqEHQ&usp=sharing

Scope	Quantity	Unit Price	Ext Price
Club House: Trimming of trees and palms as displayed in site map.	1	\$4,710.00	\$4,710.00
Parking Lot: Trimming of trees and palms as displayed in site map.	1	\$3,375.00	\$3,375.00
Outside Field: Trimming of trees and palms as displayed in site map.	1	\$17,975.00	\$17,975.00

Total Amount: \$26,060.00

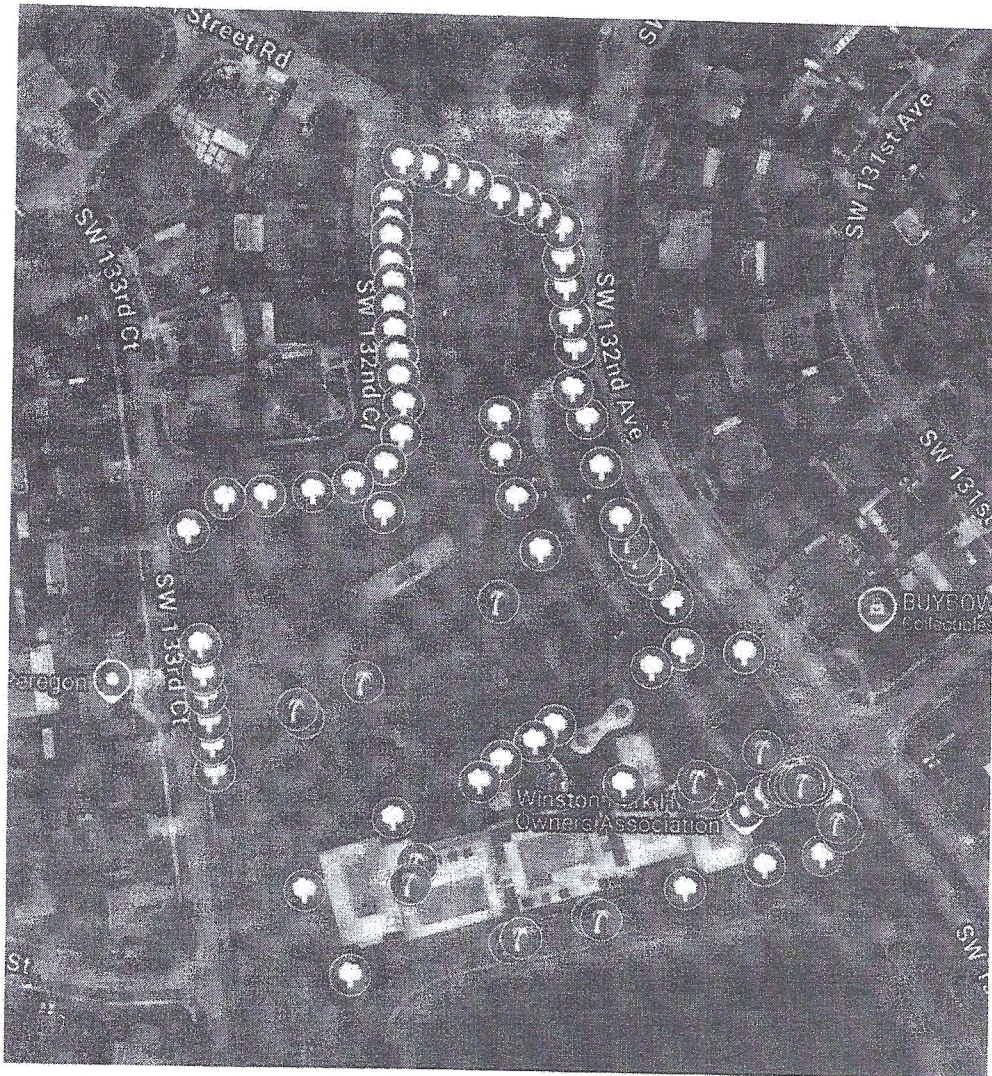
Notes

- All tree trimming to be performed in accordance with ANSI A300 tree care standards, which guide proper pruning and maintenance to enhance tree health, safety, and aesthetics.
- All palm trimming to be performed in accordance with ANSI pruning standards for palms (ANSI 2001). Palms to be trimmed 9 to 3 leaving live healthy fronds that are at least 45 degrees from horizontal, with tips at or below horizontal. Trimming includes the removal of fronds, loose petioles, fruit clusters, seed pods, and inflorescence - especially in public landscapes to reduce risks and enhance aesthetics.
- All debris removed and disposed of off-site.

Respectfully Submitted,

Julio Trejo

Julio Trejo
Arbor Manager
Landscape Division
SFM Services, Inc.



ACCEPTANCE OF PROPOSAL

The above prices, taxes, specifications and conditions are satisfactory and are hereby accepted. SFM Landscape is authorized to do the work as specified. Payment will be made as shown above.

Signatures to this Proposal/Quote transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing. Each Party expressly agrees to be bound by its own telecopied, electronic, or scanned signature and shall accept the same of the other Party to this Proposal/Quote.

Date _____

Authorized Signature _____

Worldwide Distributors Inc. dba Elighting
12130 SW 114th Pl
Miami, FL 33176-4473 USA
+13059698754
info@elighting.org
https://worldwidedistributors.co/



ADDRESS

Anthony Garcia
Winston Park Homeowners
Association
8100 SW 132nd Ave
Miami, FL 33183

SHIP TO

Anthony Garcia
Winston Park Homeowners
Association
8100 SW 132nd Ave
Miami, FL 33183

Estimate 11347

DATE 08/08/2025

DESCRIPTION

QTY

AMOUNT

Re: Holiday Lighting

10,500.00T

PURCHASE OF HOLIDAY LIGHTS:
STRING OF LIGHTS - (550) STRANDS OF HOLIDAY LIGHTS
NETS - (20) NETS OF HOLIDAY LIGHTING

3 YEAR UNCONDITIONAL WARRANTY

8,000.00

Installation:

Main Fountain:

(13) Small Palm Trees

(10) Skinny Palm Trees

By Pool/ Tennis Court

(11) Small Palm Trees

(2) Oak Trees

Front of Club House:

(17) Small Palm Trees

Tiki Area:

(2) Oak Trees

(2) Big Bushes

(10) Small Palm Trees

REMOVAL & STORAGE

3,900.00

UPON APPROVAL - \$10,111.50
UPON COMPLETION - \$8,000.00
UPON REMOVAL - \$3,900.00

SUBTOTAL

22,400.00

DISCOUNT

-1,050.00

TAX (7%)

700.55

TOTAL

\$22,050.55

PROPOSAL

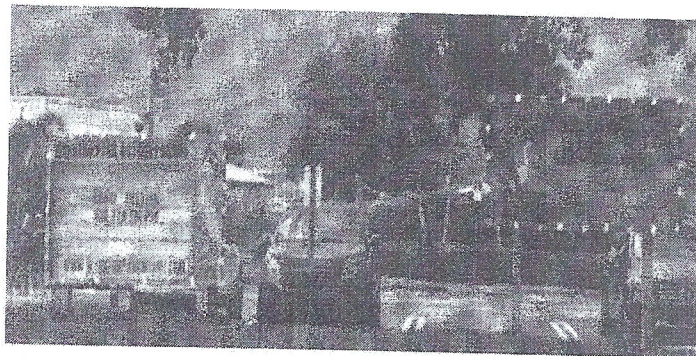
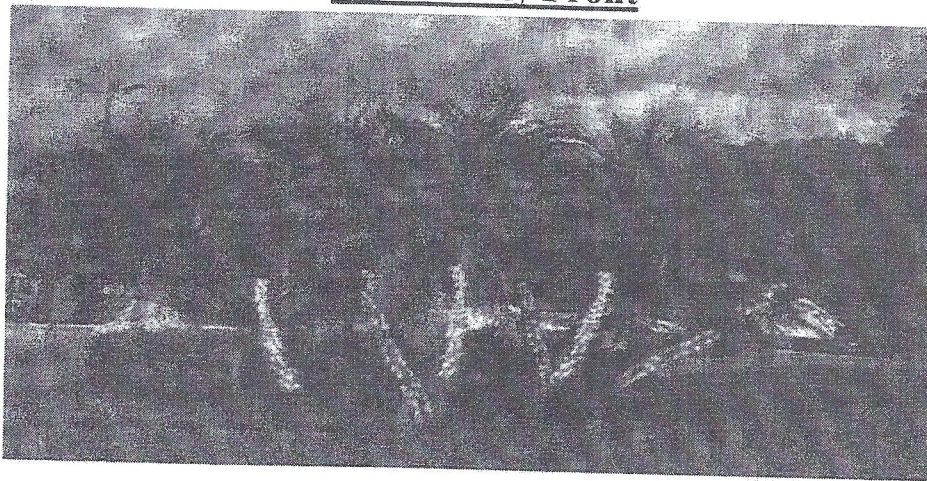
August 8, 2025

All Star Electrical Services, Inc. proposes the following work at:

Winston Park

Scope of Work: Holiday Lighting Installation as follows,

Community Front

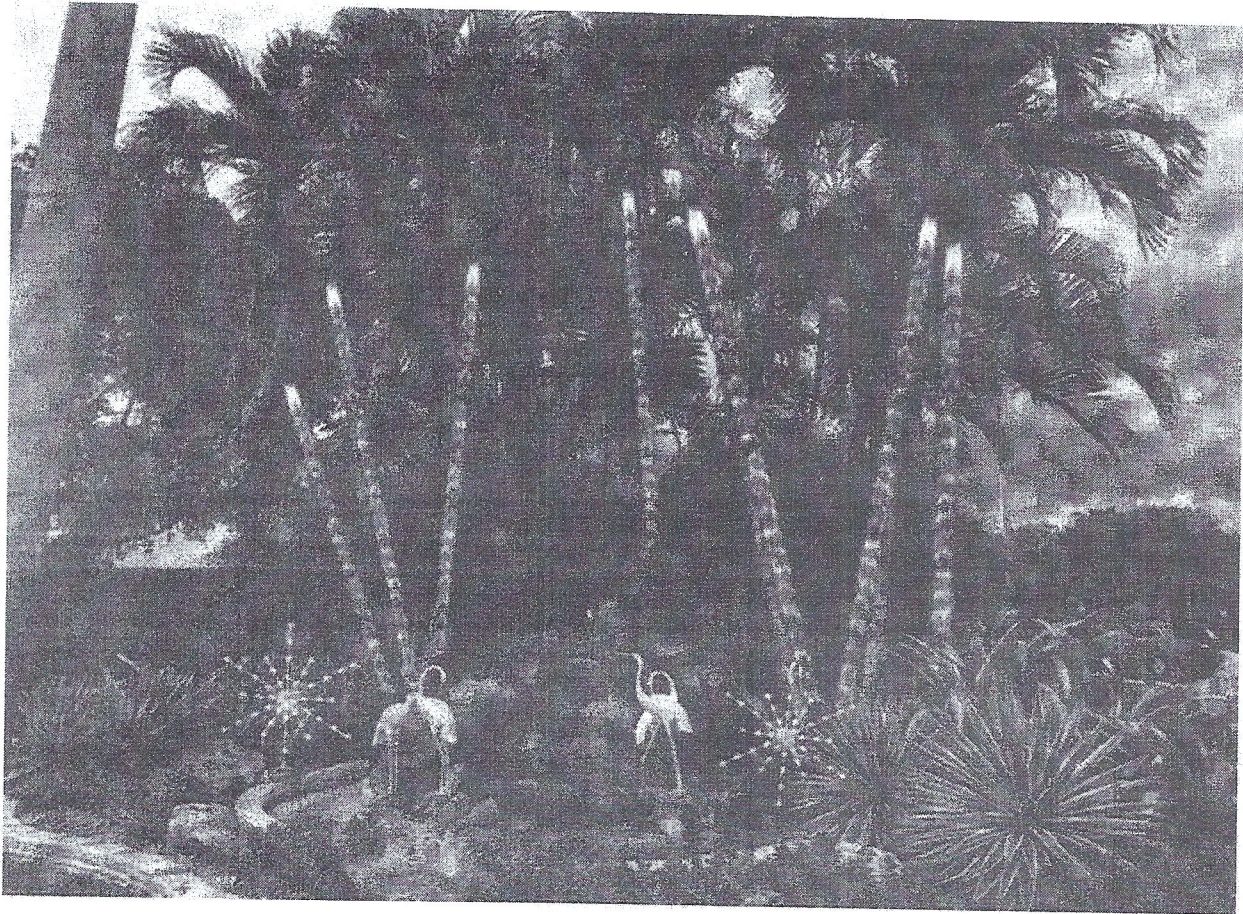


- Wrap 10 Robeline Palms w/ 5mm LED warm white & Pure White trunks (alternate Colors)
- Outline both Community Signs w/ C7 warm white & Pure white String lights

Cost: \$ 1,050.00

Pictures are not actual representations of installation. Actual installation design may vary due to availability
State Licensed and Insured

Community Fountain

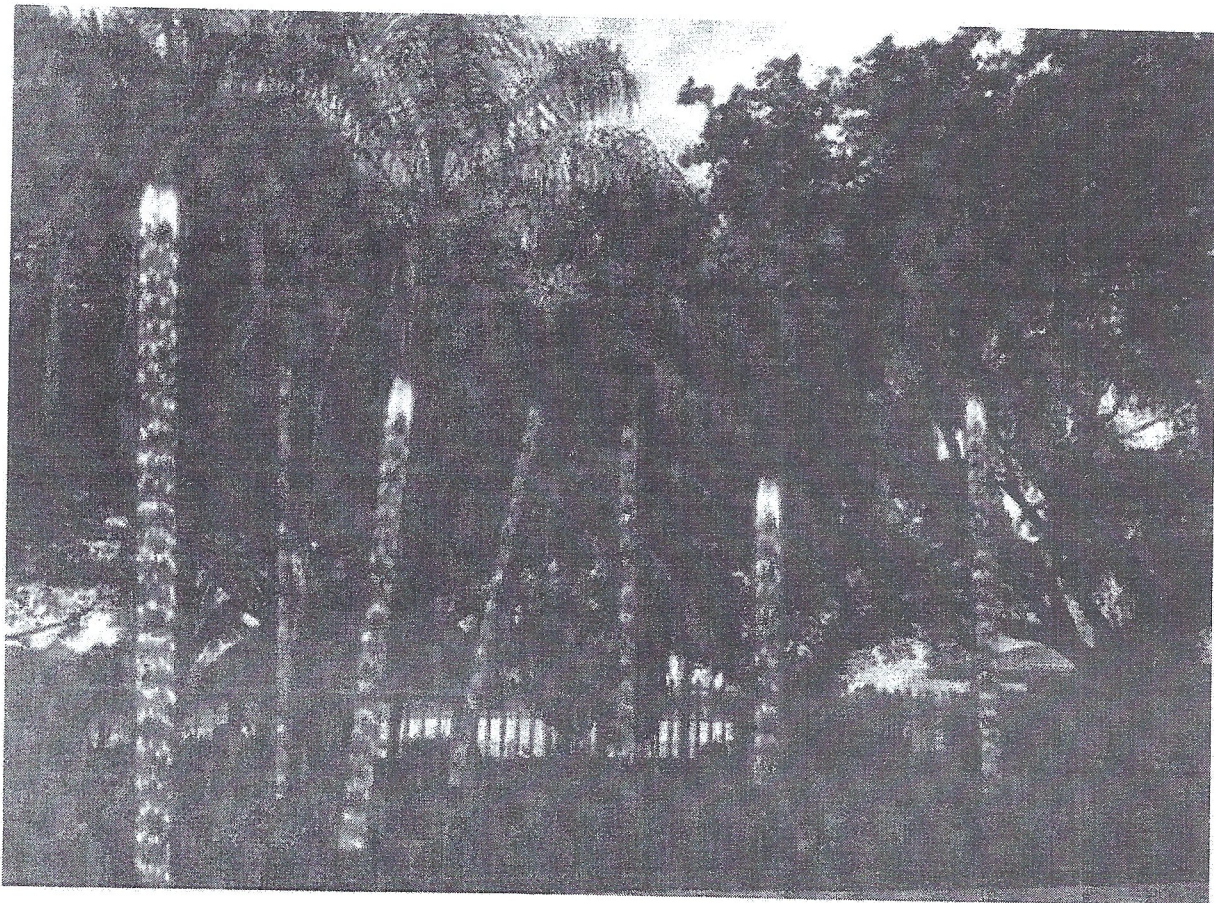


- Outline Fountain Perimeter w/ C7 warm white & Pure White string lights
- Wrap 5 Tall Christmas Palms w/ 5mm warm white trunk & Pure White Twinkle Halo
- Furnish & Install 2 Holiday Stars at Fountain

Cost: \$ 1,325.00

Pictures are not actual representations of installation. Actual installation design may vary due to availability
State Licensed and Insured

Inside Courtyard

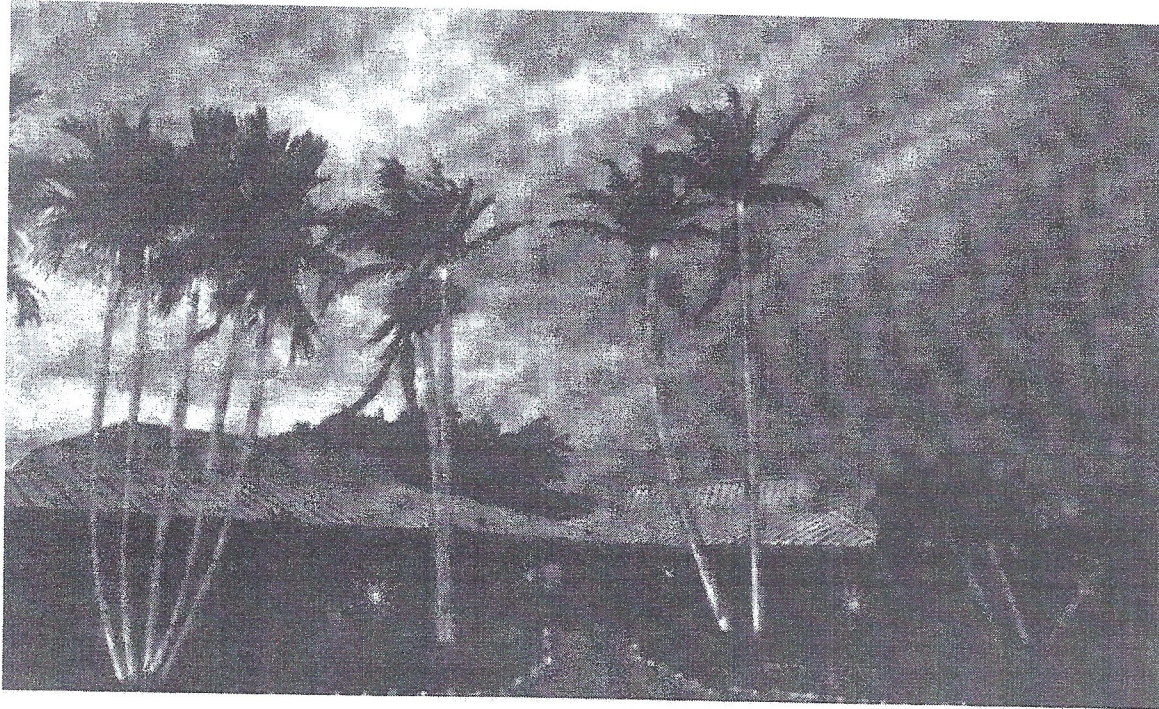


- Wrap 5 Queen Palms w/ 5mm LED warm white trunk & Pure White Twinkle halo
- Wrap 6 La Jolla Skinny palms w/ 5mm Warm White Trunk & Pure White halo

Cost: \$ 2,275.00

Pictures are not actual representations of installation. Actual installation design may vary due to availability
State Licensed and Insured

Clubhouse Entrance:



- Wrap 4 Tall Montgomery Palms w/ 5mm LED warm white trunk & Pure White Twinkle Halo
- Wrap 3 Robeline palms w/ 5mm LED warm white & Pure White trunks (alternate)
- Furnish & Install 2 holiday stars at Clubhouse entrance
- Wrap 10 Skinny La Jolla Palms w/ 5mm warm white trunks & Pure White Twinkle Halo

Cost: **\$ 2,975.00**

Pictures are not actual representations of installation. Actual installation design may vary due to availability
State Licensed and Insured

Parking Lot Landscape:



- Wrap 9 Christmas Palms w/ 5mm LED warm white trunk & Pure White Twinkle Halo
- Wrap 8 Robeline palms w/ 5mm LED warm white & Pure White trunks (alternate)
- Furnish & Install 3 Holiday Stars

Cost: \$ 2,400.00

Total Cost: \$ 8,975.00

**Total Price includes all materials necessary, lights, timers (if needed), equipment, Installation, Maintenance throughout the Holiday Season, & Removal. Please read the additional terms and conditions applied*

Payment Schedule:

-Deposit due upon acceptance: \$ 4,975.00

Pictures are not actual representations of installation. Actual installation design may vary due to availability
State Licensed and Insured

All Star Holiday Lighting

305-964-7768

-Balance due prior to installation: \$ 4,975.00

Terms & Conditions:

Installation

Lighting installation will be performed between the last week of September and the second week of November, weather permitting. Installations are done on a 1st come, 1st serve basis upon receipt of deposit. While you may request a specific installation date upon receipt of deposit, due to high demand and weather, installation dates may vary and are not guaranteed.

Installation includes all lights, extension cords, decorations for displays and regular maintenance of lights.

For the safety of our workers, the closure or partial blocking of some roads or areas may be required during the installation period.

Displays: Installation of larger displays such as sign enhancers, may require drilling into mounting surface to ensure safe installation. It is the customers responsibility to ensure mounting surface is free of damage and in adequate condition to accommodate display. All Star Electrical Services & Holiday Lighting will not install displays on deteriorated surfaces. Any required patch work or painting that may be needed on mounting surface after removal of display is the responsibility of the owner.

Availability: Availability of quoted Displays & other decorations are on a 1st come, 1st serve basis. All Star Holiday Lighting will try its best to match like for like quoted above. However, we cannot guarantee any availability of decorations quoted above for proposals approved after August 30th of proposed year, due to potential shipping & availability shortages.

Installation Equipment

Lighting installations above 10ft will require the use of large machinery such as bucket trucks and/or service lifts. For installations requiring more than 1 installation day, customer must provide adequate overnight parking for machinery throughout the installation period.

Landscape Trimming, Hedging and Mowing

All trimming/mowing should be done 1 week prior to the installation date. All Palm Trees must be trimmed, cleaned & have dead palm fronds removed prior to installation of lights. There will be an extra charge for any tree that requires frond removal/trimming.

**Please note our installers are not landscapers & will only remove trimmings that impede installation. Any required trimming will be left at the property for landscapers to dispose of. Please advise landscapers of existing lights & components placement after installation is complete. Any damage of lighting, components, and/or equipment caused by trimming/mowing after installation will be charged to the customer as stated under additional charges.*

Sprinklers

Sprinklers should be reprogramed to turn on during daylight hours and allow for a minimum 3 hour dry time prior to the lights turning on in the evening. Sprinkler heads should be aimed away from lights.

Electrical Specifications:

Electrical outlets are required within 25' feet of installation area. Outlets should be on a dedicated circuit with a 20 amp minimum breaker/fuse and free from damage. Bubble covers should be installed on all outlets to avoid water intrusion. **It is the customers responsibility to ensure adequate outlets are available for lighting installations prior to installation date.** A separate proposal for outlet installation can be provided if needed, upon request.

Pedestrian Traffic:

Due to the many components & wiring on the ground, No pedestrian traffic is allowed around lighting areas. It is the communities responsibility to ensure these areas are blocked off from pedestrian traffic.

Maintenance:

All balances due must be paid in full in order for maintenance to be provided.

Site inspections will be completed on a weekly basis to ensure all lights are working properly & repair any lights that may be out. If there is an outage between inspections please contact us at 305-964-7768 to report outage. A service technician will be sent within 48hrs.

Please note: any damage caused by others will become an additional charge.

Pictures are not actual representations of installation. Actual installation design may vary due to availability

State Licensed and Insured

All Star Holiday Lighting

305-964-7768

It is the customer's responsibility to check the GFCI receptacle and circuit breaker/fuse for proper operation before a service technician is sent out. Tripped GFCI's are normal and not covered under maintenance. Please see troubleshooting tips before calling a maintenance technician to avoid any additional charges below.

Troubleshooting tips

To help reduce any additional costs incurred, follow these simple troubleshooting tips:

Ensure the bubble covers are completely closed to avoid moisture at the GFCI outlet.

Check that all cords are properly connected

If lights don't turn on, check the GFCI outlet to make sure the GFCI has not tripped (red light on).

If the red light is on remove all electrical plugs from outlet. Reset the tripped outlet by pressing the reset button and re plug all electrical plugs.

For tripped outlets due to water intrusion, please allow a minimum of 6 hours **dry time** before re-setting the tripped outlet. Outlet must be completely dry before re-setting & re-plugging in the electrical plugs. Otherwise, it will continue to trip. That is what the GFCI is meant to do.

Additional Charges:

Tree Trimming/Frond Removal Charge	\$ 150.00 (per tree)
Non-Maintenance Service Trip charge:	\$ 125.00
GFCI Re-set trip Charge:	\$ 125.00
Damaged Extension cords:	\$ 25.00
Damaged Connectors:	\$ 30.00
Damaged Splitters:	\$ 25.00
Damaged / Missing Timers:	\$ 50.00

Removal

Lights will be removed throughout the month of January. All lights, extension cords, timers, and decorations remain the property of All Star Holiday Lighting. While we make every effort to not damage any painted surface upon removal some touch-up painting and or repairs may be required due to glue and other installation devises used on surfaces. It is agreed that these minor touch-ups are the responsibility of the owner/customer.

Approved By:

Owner/Agent

Date of acceptance

Pictures are not actual representations of installation. Actual installation design may vary due to availability
State Licensed and Insured

Happy Lights, LLC

QUOTE #498

SENT ON:

Aug 25, 2025

RECIPIENT:

Winston Park

8100 Southwest 132nd Avenue
Miami, Florida 33183



Phone: (786) 767-5385

Email: anthony@happylightsmiami.com

Website: <https://happylightsmiami.com/>

Product/Service	Description	Qty.	Unit Price	Total
Full Service Includes	Our service also includes: 1. Installation 2. Removal 3. Maintenance (if necessary) 4. Setup of timers, extension cords, and any other accessories necessary to complete the project. Maintenance calls are guaranteed to be answered within 24-48 hours, depending on the time of the season and the time we're notified.	1	\$0.00	\$0.00
Tree (Labor and Materials)	This includes all of the palm trees that discussed during the estimate that had been done previously - Walk Way - Entrance of the Parking Lot (by the fountain) - Palms by the Fence that had been done the previous year. (This can be done in warm white, cool white, or the we can add design elements to discretion: Red accent at the top of the tree.)	1	\$5,760.00	\$5,760.00
Mahogany Trees	We're going to be lighting up to around 10-12 feet on each branch developing from the trunk.	1	\$2,160.00	\$2,160.00

Total

\$7,920.00

1. Please confirm that this quote matches the scope we discussed in its entirety. Confirm details like areas to be lit up, heights, colors, and any other specific details. In the case of any disputes, this quote will serve as the sole reference point for clarification. Any modifications to the scope or details must be documented in writing.

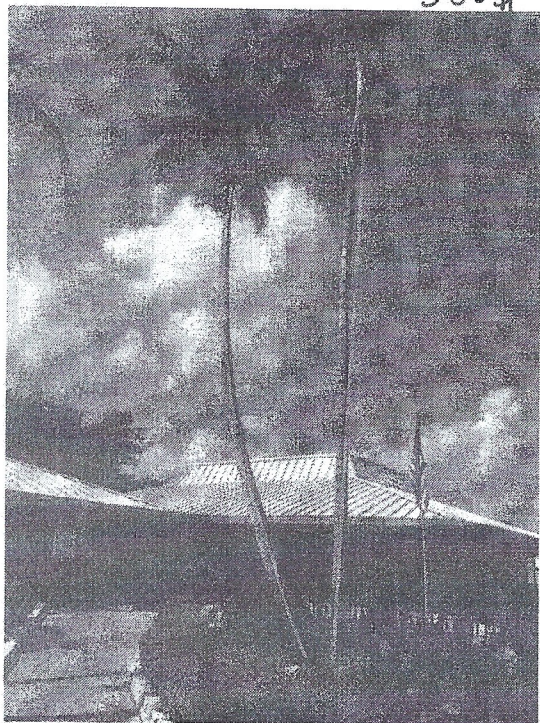
2. Up until the point that installation has begun, both parties reserve the right to cancel this agreement at any time for any reason. Deposits are refundable.

3. Payment is due immediately upon completion via cash, zelle, or check. Credit card payments have a 3% fee.

1 of 2 pages

8100 Sw 132 ave 33183, USA, Aug 22

560\$



120\$



560\$



Overview



6008

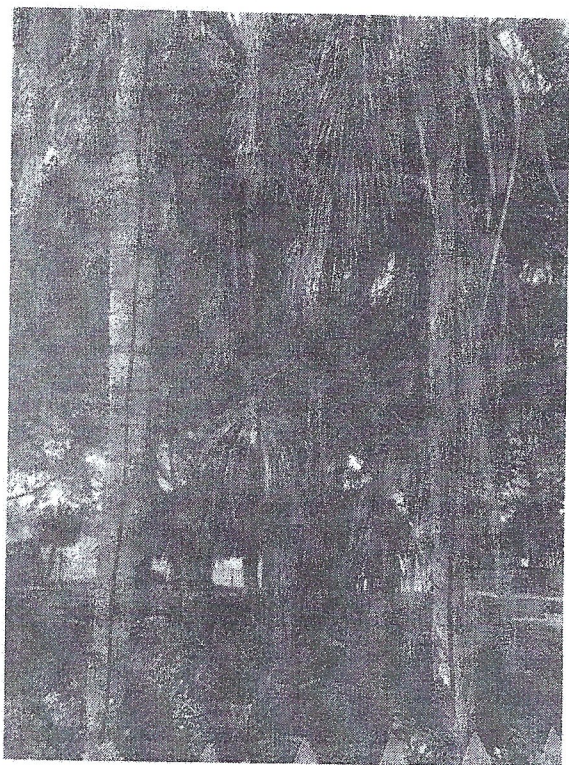


6008



2408



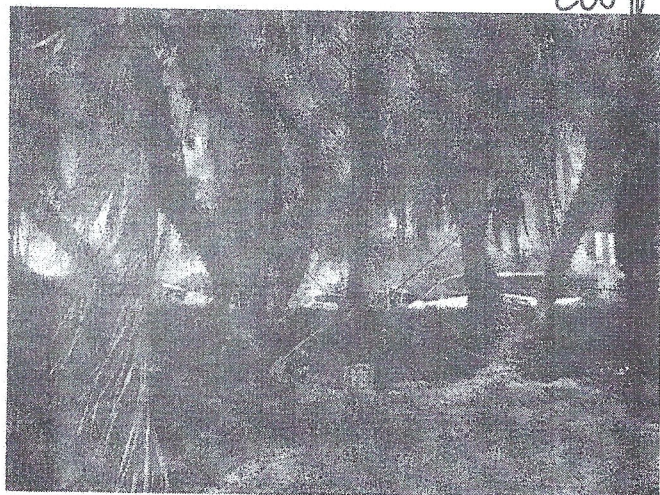


760\$

800\$



200\$

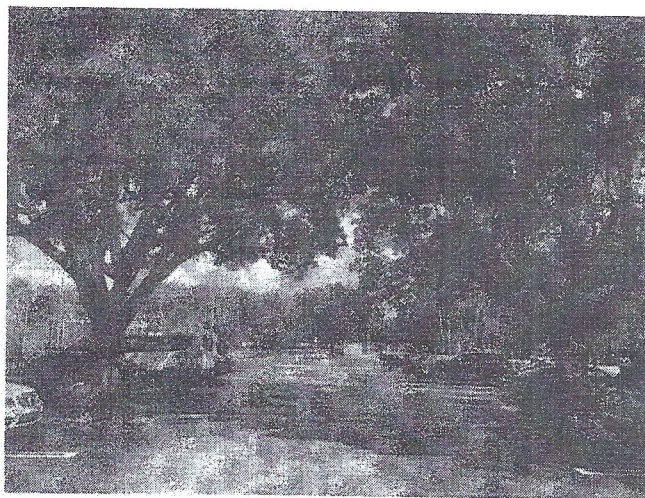


360\$



640\$





Potential

920#



1240#



August 21, 2025

1301 - Winston Park # Of Boxes 16

Dear Board Members:

In the near future, we will be destroying all association records for 2017 and prior. You have the option of having the records destroyed by Miami Management, or you can keep these records at another location of your choice. Please indicate in writing below, the option you have chosen. If Miami Management destroys your records, a fee of \$25.00 per box will be charged to your association.

_____ Destroy Records

_____ Return Boxes to: _____

Name of Board Member

Signature

Date

Proposal to Host a Spring 2026 Community Pet Festival & Fundraiser

Submitted by: Andres Valcarcel and Rebecca Landerman

Date: 9/4/2025

Purpose

We respectfully request HOA approval to host a Spring 2026 Community Pet Festival & Fundraiser in our neighborhood. The goal is to bring neighbors together for a family-friendly event that supports local dog rescues, promotes community engagement, and provides opportunities for local vendors.

Event Overview

Title:	Miami Spring Community Pet Festival & Fundraiser
Timing:	Spring 2025 (with advance promotion during the Holiday Event, Winter 2025)
Location:	Community Black Top Area
Expected Attendance:	200-400 guests

Event Highlights

- Rescue Participation: Pre-approved local rescues with pre-vetted adoptable dogs
- Adoptable Dog Meet & Greet: A gated, supervised area for families to safely interact with dogs
- Vendors (Up to 30): Dog treat companies, pet boutiques, jewelry stands, and local artisans
- Food & Beverage Trucks: Including trending food trucks and popular ice cream vendors
- Special Attractions: A dog lure course (the line dogs love to chase)
- Fundraising Raffle: One grand donation awarded to a rescue at the end of the event, with community donations accepted throughout the day
- Donation Bins: Large collection bins at the entrance for leashes, food, toys, and other supplies

Vendor Information

- Vendor Fee: \$10 per vendor (donated to the fundraising pool)
- Setup Requirements: Vendors supply their own 10 x 10 tent, tables, and chairs
- Eligibility: Local businesses, pet-related companies, and approved rescues

Community Benefits

- Strengthens community engagement through a shared event
- Supports local rescues and adoption efforts
- Promotes small business vendors and local artisans
- Offers a safe, family-friendly activity within the neighborhood

Request to HOA Board

1. Approval to host the event in Spring 2025 on HOA-managed property
2. Permission to promote the event at the Holiday Event (Winter 2025) via an informational table
3. Logistical support with property access (power outlets if available, gated space designation, etc.)

Conclusion

This event will create a memorable community experience while supporting an important cause. We believe it aligns with the HOA's mission of building community spirit, encouraging positive engagement, and enhancing neighborhood pride.

Respectfully submitted,

Andres and Rebecca

2025 LEVEL UP MOBILE GYM
LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "Agreement" or "License"), made as of this 1st day of MAY, 2025, by and between WINSTON PARK ASSOCIATION, INC., a non-profit Florida corporation, 8100 SW 132, Avenue, Miami, Florida 33183 (hereinafter designated as "Association" or "Licensor"), and Daniel Prol / Level Up Mobile Gym, LLC (hereinafter designated as "Licensee").

1. License for use of property. In consideration of the remuneration to be paid and the covenants and agreements to be performed by Licensee, Licensor does hereby License **part-time use** of that certain real property located at

Winston Park Association, Inc.
8100 SW 132 AVENUE
MIAMI, FL 33183

hereinafter designated as the "Property" subject to zoning ordinances, restrictions, encumbrances, limitations.

2. TERM AND RENEWAL. This License shall be effective for a term commencing on 1st, of September 2025, and shall expire on 30th, of April 2026.

3. REMUNERATION AND OTHER CHARGES. In consideration of this License of the Property and **the right to the limited use of said locale as set forth below**, the Licensee, as payment of consideration to the Licensor agrees: **to pay remuneration on the first day of the month classes commence for the approved activity. The remuneration is to be paid to Winston Park Association , Inc., and to be delivered to Licensor at Winston Park Clubhouse.**

Initial Licensee _____ /Initial Licensor  _____.

- a. **REVENUE SHARING.** The INDEPENDENT INSTRUCTOR shall pay to the ASSOCIATION a licensing fee in the sum of \$200.00 per month for group lessons.
- b. **Licensing fee payments shall be paid by the Licensee to the Licensor on or before the 5th day of each month, which would cover the payment for that month or a future month, commencing 9/1/2025**
- c. **The Licensee will have no more than 20 participants at any given time at the training sessions on Winston Park property. The Licensee will provide a list of each sessions participants designating residents to the clubhouse office.**

- d. At least 75% of the participants at any given training session must be Winston Park residents
- e. If the Winston Park HOA is having any events that interfere with a scheduled training session, the Winston Park event would have priority over the training session.
- f. The Licensee will use a portion of the blacktop area and will designate that area with cones. There needs to be ample space available for the Winston Park residents to be able to use the remaining blacktop area.
- g. No other vehicles shall be parked within the park area except the Level Up Mobile gym truck and trailer. The participants vehicles need to parked on the perimeter of the park property.
- h. Entry and exit gate at the park area will remain locked. The gate will be opened prior to the Licensees arrival and locked after Licensee exits park.

4. PERMITTED USE OF THE PROPERTY. Daniel Prol will be the trainer present for all sessions on Winston Park property / blacktop area. Licensee agrees to use a Portion of the BLACKTOP Property in the Park area, on Tuesdays and Thursdays only between the hours of 5:30 PM – 6:30 PM and Saturday only between the hours of 8 AM – 9 AM , for Level Up Mobile Gym classes and no other purposes, and no other days or times. Level Up Mobile Gym will have 15 minutes before each class to set up and 15 minutes after each class to clean up. Any modifications to the days of use of this Property or its hours of operation by Licensees will require written approval in advance by the Licensor, which will be evidenced as a **written** addendum to this License Agreement upon such approval **signed by both parties**. Licensee covenants to comply with all applicable zoning and other governmental regulations. Licensee, at its own expense, shall comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulation of all of the governmental authorities having jurisdiction over the Property, which are occasioned by or required in the conduct of Licensee's business within the Property and to obtain all licenses, permits and the like required to permit Licensee to **lawfully** occupy the Property. Licensee represents at the time of execution of this agreement that it possess all necessary licenses and approvals from the State of Florida and Miami Dade County to legally operate Licensee's business. Storage of Licensee's personal property shall not be permitted on the Property.

(a) Licensee or any of Licensee's assistants, instructors or employees must as a material condition of this License have successfully passed a background check per Florida Dept. of Children and Families, or an equivalent background check (and provide written proof of the same to the Association prior to usage).

(b) Winston Park Clubhouse Facilities. The Licensee shall be responsible for the advising of and adherence by participants, attendees and any other persons

associated with any Licensee lessons, activities or other events, that they are to leave the Property when the lesson or activity ends. All other Association facilities including but not limited to swimming pools, playground, basketball court, volleyball court, adult and teen lounges, gymnasium, lake area and picnic areas are off limits and not to be entered into or used except by Winston Park residents and their accompanied guests.

5. CARE OF THE PROPERTY. Licensee will use and occupy said Property and appurtenances in a careful, safe, and proper manner; and shall keep the Property and appurtenances thereof in a clean, **sanitary**, sightly, and healthy condition, in accordance with the highest standards of the neighborhood. Upon termination of this Agreement, the Licensee shall return the Property in the same condition of cleanliness, repair, and sightliness as at the date of the execution hereof; reasonable wear and tear excepted.

6. LICENSOR'S RIGHT TO ENTER. Licensee hereby permits Licensor, his agents, or employees to have access to and enter said Property at all reasonable and necessary times after notice **during the days and hours Licensee is to occupy the Property**, to inspect the Property, or for any purposes connected with the repair, improvement, care and management of the Property and the building in which the same are situated. **Licensee acknowledges and agrees that Licensor may have access to and enter the Property at all other times not reserved for Licensee's occupancy, without notice or permission of the Licensee.**

7. ASSIGNMENT. Licensee further agrees not to assign or transfer this License or any use interest therein or sublet the Property or any part thereof and any such attempted assignment or subletting shall be invalid and of no force or effect unless approved by Licensor, in writing.

8. "AS-IS" ACCEPTANCE OF PROPERTY. Licensee accepts the Property from Licensor in "As-Is" condition, except to the extent specifically provided elsewhere in this Agreement.

9. ALTERATIONS AND IMPROVEMENTS. Licensee shall not make any alterations or improvements to the Property without the advance express written permission of the Licensor, including any alterations or improvements that may be required as a result of their use of the Property. Any alterations or improvements **or fixtures** shall be paid by the Licensee, shall become property of the Licensor, and shall remain with the Property upon termination of this License Agreement. **Licensee shall not cause any construction or any other lien to be recorded against the Property, and if such a lien is recorded the Licensee shall immediately payoff said lien or bond the same and shall to the fullest extent of the law indemnify hold the Licensor harmless and pay to the Licensor as Additional remuneration under this License any attorney fees (whether suit be brought or not) or costs incurred by the Licensor as a result of, or arising out of such a Lien. This paragraph shall survive the termination of this Agreement.**

10. INDEMNIFICATION OF LICENSOR. In exchange for separate consideration paid by the Association to the Licensee, the sufficiency of which is acknowledged (\$10.00), the parties agree that notwithstanding the insurance requirements of the Licensee required herein, that the Licensee at all times, shall indemnify and hold harmless Licensor from and against all claims **and any type of damages arising out of, relating to or by reason of this License or** Licensee's use of the Property, or any activity, work or things done, permitted or suffered by Licensee in or about the Property or elsewhere and shall further indemnify and hold harmless Licensor from and against any and all claims **arising out of, relating to or by reason of** from any breach under the terms of this License **arising out of, relating to or by reason of** any negligence or intentional acts of the Licensee, or any of Licensee's agents, **servants or employees** and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claim **(whether suit be brought or not)**, and Licensee upon notice from Licensor shall defend the same at Licensee's expense by **legal** counsel satisfactory to Licensor. Licensee, as a material part of the consideration to Licensor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Property arising from any cause and Licensee hereby waives all claims in respect thereof against Licensor.

All of the foregoing rights, remedies, powers and elections of Licensor reserved herein are cumulative, and pursuit of any of the foregoing remedies shall not preclude other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any remuneration due to Licensor hereunder or of any damages occurring to Licensor by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Licensor or any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Licensor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

This paragraph shall survive the termination of this Agreement.

11. BROKERAGE. Licensor and Licensee warrant that no real estate broker is entitled to a commission in this transaction.

12. ATTORNEY'S FEES. In the event of any default **or breach** by Licensee in any provision of this Agreement, Licensee agrees to pay all costs expended by Licensor in the enforcement of the terms hereof, including attorney's fees (which shall also include any fees on account of appellate matters), whether suit be instituted or not.

13. GOVERNING LAW AND VENUE. This License shall be construed under and in accordance with the laws of the State of Florida. Any legal proceedings arising from this License shall be brought in a **State of Florida** court of competent jurisdiction **with venue** in Miami-Dade County, Florida.

14. ENTIRE AGREEMENT. This License contains the entire agreement between the parties and no statement or representation of either party, or of their agents, shall form a part hereof or be binding upon the other party hereto. This License shall not be changed or modified except by written instrument signed by the parties hereto. The covenants, conditions, and agreement made and entered into by the parties hereto shall be binding upon their respective heirs, successors, legal representatives, and assigns. Failure to comply with any of the covenants or conditions stated herein shall be sufficient cause to terminate the Contract. Licensee agrees to abide by Licensor's Rules and Regulations and any amendments thereto.

15. SEVERABILITY: In the event any provisions of this License shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the License terms shall continue to be binding and enforceable upon the parties hereto.

16. INSURANCE:

- (a) Licensee shall at all times during the term hereof keep in force and at its own expense public liability insurance in companies acceptable to Licensor sufficient to cover such indemnification and naming as insured both Licensor and Licensee, with minimum limits of Two Million and No/100 Dollars (\$2,000,000.00), on account of bodily injuries to or death of more than one person as the result of any one accident or disaster, and One Hundred Thousand and No/100 (\$100,000.00) on account of damage to property, and Licensee will further deposit the policy or policies of such insurance, or certificates thereof, with Licensor. Licensor shall be reflected as an additional insured under the Licensee's insurance policies.

(i) The public liability insurance policy covering the Licensee and/or any of his/her/its assistants or employees must contain coverage for sexual abuse, molestation and assault and battery.

- (b) Workmen's Compensation insurance coverage in the amounts required by Florida Statutes.
- (c) Licensee will furnish Licensor, on or before Licensee takes possession, copies of policies or certificates of insurance evidencing coverage required by this Agreement. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies without first giving thirty (30) days prior written notice thereof to Licensor.
- (d) **All Licensee insurance policies stated above shall be required to be in full force and effect during the entire term of the Agreement; failure of Licensee to provide current proofs of insurance above or upon lapse of coverage, shall allow the Association to terminate this Agreement immediately without penalty or liability for the remainder of the Agreement.**

- (e) **The parties agree that the Licensee insurance policies are agreed to be primary and non-contributory with no contribution or subrogation rights against the Association is named as additional insured.**

17. **CASUALTY:** In the event Property or any part thereof, becomes damaged or destroyed by fire or other casualty from any cause so as to render said Property and/or other approaches unfit for use and occupancy, a just and proportionate part of the Remuneration according to the nature and extent of the damage or injury to said Property and/or approached, shall be suspended or abated until said Property and/or approaches have been put in as good condition for use and occupancy as at the time immediately prior to such damage or destruction. Licensor shall proceed, at its expense and as expeditiously as may be practicable, to repair the damage unless, because of the substantial extent of the damage or destruction, Licensor should decide not to repair or restore the Property, in which event and at Licensor's sole option Licensor may terminate this License forthwith by giving Licensee a written notice of its intention to terminate within thirty (30) days after the date of the fire or other casualty. Licensor **in its sole discretion** shall not be obligated to repair, restore, or replace any fixture, improvement, alteration, furniture or other property owned, installed or made by Licensee, all of which shall be repaired, restored or replaced by Licensee. Licensee shall immediately notify Licensor of any damage to the Property caused by fire or any other casualty. No damage, compensation, or claim shall be payable by Licensor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Property.

18. **EVENTS OF DEFAULT:** The occurrence of any of the following shall constitute an event of default under this Agreement:

- (a) During the term of this Agreement, the Licensee shall abandon or vacate the property (or in writing state that the Licensee has vacated the Property); or
- (b) The Licensee shall fail to pay any part or all of the money due to Licensor under this agreement, or any money now or hereafter due to Licensor and such non-payment shall remain for a period of **three (3) calendar days**; or
- (c) The Licensee shall fail to perform or shall breach any term, covenant or condition or provision of this agreement and such non-performance or breach shall not be cured within ten (10) days after **written** notice of the default from the Licensor is delivered **electronically (email) or by personal delivery** to the Property or ; or
- (d) The Licensee shall permit or suffer to exist any lien, encumbrances, assessment, judgment or charge upon the Licensor's or Licensee's interest in this Licenseor the Property, and/or fixtures, improvements and furnishings located thereon; or
- (e) The Licensee is unable to pay its debts as they become due, **be deemed insolvent or file for bankruptcy**; or
- (f) Licensee shall violate any Municipal, County, State and Federal laws now in force or which may hereafter be in force; or

23. Time of the Essence. Time is of the essence under this Agreement.

24. Captions: Number and Gender. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

25. Third Parties. None of the obligations hereunder of either party shall run to or be enforceable by any party other than the other party to this Agreement or by a party deriving rights hereunder as a result of an assignment permitted pursuant to the terms hereof.

26. Rule of Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

27. Participant waiver and release Agreement form requirement: As a material term of this Agreement, Licensee shall have every adult and minor (under age 18) participant execute the attached Release Agreement of Liability, Hold Harmless & Indemnification Agreement and Photo Release Agreement in the favor of the Association, prior to participation in any approved activity herein, and forward copies of all such forms to the Association office for each such participant.

28. The Licensee understands and acknowledges that he/she/it is licensed only to use the Property to provide a service to the Association, and is not a tenant and has no possessory rights in the Association Property, common area clubhouse or related facilities, and therefor Florida Statute Chapter 83, the Landlord/Tenant Act, does not apply to this License Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Licensor:

WINSTON PARK ASSOCIATION, INC.,
a Florida non-profit corporation

By: V.P. [Signature]

Licensee:
