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June 8, 2016

Board of Supervisors of the Baywinds
Community Development District
c/o Mr. Luis Hernandez
Governmental Management Services - South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351

Re: Baywinds Community Development District
Special Assessment Bonds, Series 2018

Dear Board of Supervisors:

This letter sets forth Greenberg Traurig, P.A.'s proposal to serve as Bond Counsel in connection with the issuance by the Baywinds Community Development District (the "District") of its planned Special Assessment Bonds, Series 2018 (herein, the "Bonds") to acquire the clubhouse and related facilities.

We have extensive experience serving as Bond Counsel for all types of municipal transactions throughout the State of Florida and is a nationally recognized bond counsel firm. We specialize in community development district financings serving as either bond counsel, disclosure counsel or underwriter's counsel. Our tax department is second to none with specialized expertise in the tax analysis associated with, but not limited to, community development district financings in Florida.

As Bond Counsel we would draft the bond documents and resolutions. We will work closely with Underwriter's counsel, Issuer's counsel and the District Manager on all aspects of this proposed financing, including the validation of the Bonds, the preparation of the offering document. At the closing, we will deliver our approving tax opinion regarding the validity of the Bonds and its tax-exempt status.

We also propose to act as Special Club Counsel, and as such we would propose to perform the following specific services: review and analyze existing Club governance documents and related homeowner community association governance documents; assist in the preparation of an amended or revised or new Club membership plan appropriate for a government owned and publicly financed club facility; assist Bond counsel and the District Counsel with other necessary Club membership issues related to the acquisition and the Bond closing. For our services in this limited scope engagement, we would propose a legal fee of the lesser of actual attorney time incurred at our standards applicable rates or \$7,500.

In the event that we are called upon to provide services as Special Club Counsel beyond what is described in the next preceding paragraph or to deliver any legal opinions regarding the Club governance documents or the Club membership plan post-acquisition in conjunction with the issuance of the Club Acquisition Bonds as may be requested by the District, we would separately provide a fee proposal at the time of request, based upon the scope and requested terms of the services or the nature of the opinion that may be requested. In addition, in the event that the District would require legal assistance with post-acquisition Club related matters, we would propose to provide such services as requested on an hourly basis at a discounted rate of 10% from our standard hourly rates.

Our fee for the Bond Counsel and Special Club Counsel services rendered would be the lesser of \$57,500, or the number of actual attorney hours incurred. Our fee and expenses would be payable at the time of the closing. If for any reason the Bonds do not close because of a decision of the District, we would bill the District the lesser of our above quoted fees or the actual number of hours incurred by our attorneys and paralegals at their respective rates discounted by 20%.

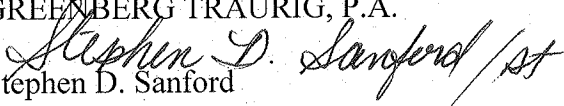
We will also seek reimbursement of our reasonable documented expenses in an amount not to exceed \$1,000. Our fees are payable at, and contingent upon, the closing of the Bonds (other than our expenses which are not contingent on the closing of the Bonds). Our out-of-pocket expenses, for which we will bill the District at the time of delivery of the Bonds, will not include the cost of preparing the final bond transcripts. Such item will be a post-closing matter and will be billed to the District at cost. Our fee assumes that the requirements of Circular 230 will not be applicable to the Bonds; but in any event could not exceed the above stated amounts without notice to the Board of Supervisors of the Issuer.

If our fee proposal is acceptable, please indicate by having an authorized Board member sign below on the extra copy of this letter enclosed herewith and return the same to me.

If any Board member should have any questions regarding this proposal or the role of bond counsel, please do not hesitate to call. I would be the principal shareholder responsible for all work regarding this engagement.

Very truly yours,

GREENBERG TRAUERIG, P.A.


Stephen D. Sanford
Shareholder

Agreed and Accepted:

BAYWINDS COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Name: _____

Title: _____

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