TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Thursday
April 23, 2026
6:00 p.m.

Location:
Kayak Club,
100 Kayak Way,
St. Augustine, FL 32092

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Trout Creek
Community Development District

c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Trout Creek Community Development District

Dear Board Members,

The Regular Meeting of the Board of Supervisors of the Trout Creek Community Development District is scheduled for **Thursday, April 23, 2026,** at **6:00 p.m.** at the **Kayak Club, 100 Kayak Way, St. Augustine, FL 32092**

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (904) 386-0186 or Howard@cddmanagers.com. We look forward to seeing you at the meeting.

Sincerely,

Howard McGaffney

Howard McGaffney
District Manager

Cc: Attorney
Engineer
District Records

Trout Creek
Community Development District

Meeting Date: Thursday, April 23, 2026
Time: 6:00 PM
Location: Kayak Club, 100 Kayak Way, St. Augustine, FL 32092

Revised Agenda

I. Roll Call

II. Pledge of Allegiance

III. Audience Comments – *(limited to 3 minutes per individual for agenda items)*

Residents, please note that if you are unable to attend the meeting you may send your questions to the District Manager, Howard McGaffney at howard@cddmanagers.com, up until the day before the meeting.

IV. Staff Reports

A. District Counsel

B. District Engineer

C. Landscape Maintenance Service Reports

D. Pond Aquatics Service Reports

E. General/Assistant Manager — Exhibit 1, Pg. 7

1. March Café Square Category Sales Report — Exhibit 2, Pg. 9
2. March Square Category Sales Report — Exhibit 3, Pg. 11
3. March Café Square Sunday Category Sales Report — Exhibit 4, Pgs. 13-14
4. March Maintenance Report — Exhibit 5, Pgs. 16-39
5. March Lifestyle Summary Report — Exhibit 6, Pgs. 41-42
6. March Lifestyle P&L Report — Exhibit 7, Pgs. 44-45

F. District Manager

V. Business Items

A.	Consideration of Temporary Construction Easement (Ashford Mills)	Exhibit 8 Pgs. 47-77
B.	Consideration of License Plate Reader Proposal Options – *To Be Distributed*	Exhibit 9
C.	Consideration of VB Global Tech Agreement Addendum	Exhibit 10 Pgs. 80-81

VI. Consent Agenda

A.	Consideration for Approval – The Minutes of the Board of Supervisors Workshop Held on March 10, 2026	Exhibit 11 Pgs. 83-85
B.	Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on March 26, 2026	Exhibit 12 Pgs. 87-91
C.	Consideration for Acceptance – The February 2026 Unaudited Financial Statements	Exhibit 13 Pgs. 93-104
D.	Consideration for Acceptance – The March 2026 Unaudited Financial Statements	Exhibit 14 Pgs. 106-122
E.	Ratification of VGlobal Tech Website Services Agreement	Exhibit 15 Pgs. 124-139
F.	Ratification of Vesta Property Services 5th Amendment to Lifeguard Services Agreement	Exhibit 16 Pgs. 141-144
G.	Ratification of Vesta Property Services 6th Amendment to Lifeguard Services Agreement	Exhibit 17 Pgs. 146-148
H.	Ratification of Sean Luttrell Videography Services Agreement	Exhibit 18 Pgs. 150-164
I.	Ratification of Tri-County Security Services Agreement – *Under Separate Cover*	
J.	Ratification of Assignment & Amendment of Aquatic Management Agreement	Exhibit 19 Pgs. 166-170
K.	Ratification of FirstService Residential Janitorial Services Agreement	Exhibit 20 Pgs. 172-177

VII. Discussion Topics

A.	Trail #5 Dirt Bike Pathway	
B.	Amended & Restated Amenity Rates, Reservation Fees, Disciplinary Rules	Exhibit 21 Pgs. 179-252
C.	Amended & Restated Parking & Towing Rules	Exhibit 22 Pgs. 254-264
D.	Shearwater Sharks Summer Practice Schedule	

VIII. Supervisors' Requests

IX. Audience Comments – *(limited to 3 minutes per individual for non-agenda items)*

X. Security Session* *In accordance with sections 119.071(3)(a) and 286.0113(1), Florida Statutes, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.

XI. Next Workshop: May 11 at 10:00AM

XII. Next Regular Meeting: May 28 at 6:00PM

XIII. Adjournment

EXHIBIT 1

Trout Creek CDD
GM/AGM Operations Report for April 23, 2026

Mischief/ Vandalism:

- 3 Ping pong balls were destroyed from usage
- Pavers at Windley Dr near the swings and Outpost, reports of individuals digging them up and throwing them into the nearest pond
- Adults playing on Tot Lot lily pads, 1 broken due to weight
- Lazy River gate lowered to prevent children from crawling underneath it to gain access to the pools

Administration:

- Meeting with HOA, 360 Communities, and District landscaping vendors and staff to discuss repairs needed to the irrigation system for Appleton/ 360 Communities area
- Coordinated a security walk of the amenity center with FSR Timothy Fowler and supervisor Sajkowski
- Meeting at corner of Shearwater Pkwy and CR 210 with JEA, County officials, Superior Construction and Prestige Landscaping to discuss plant replacement, paving of parkway and reclaimed water connection
- Interviewed candidates for Resident Service Coordinator and Café Attendant open positions
- Worked with DC, DM and Vice Chairperson Loffredo regarding amenity expansion survey
- AGM worked several RSC and Café Attendant shifts while conducting interviews to fill these positions
- Assisted the Lifestyle team with spring break and Easter events
- Worked with Shearwater Sharks regarding agreement and schedule
- Met with Quick Catch to gather information and proposals for Muscovy Ducks
- Assisted Lifestyle with St. Patricks Day scavenger hunt event
- Worked with District Engineer regarding the phase 1 paving project
- Completed the monthly property metrics report for FSR
- Weekly website meeting with Northern Helm
- Coordinated Lifestyle meeting for April and May events
- Weekly meetings with 904Tennis
- Attended monthly meetings with FSR Regional Director
- Conducted meetings with concrete companies for proposals to repair sidewalks and curbs
- Attended Masterplan meeting with FSR region communities and RD
- Attended FirstService Residential University classes/ training
- Budget meeting with Supervisor Murphy and DM

Reoccurring Meetings/Events:

- Property drive with Ruppert Landscape
- Property drive with Prestige Landscape
- Attended the CDD Workshop Meeting
- Monthly meeting with Chairman Clint Wright
- Monthly meeting with Supervisor Ronnie Murphy
- Monthly meeting with Supervisor Vincent Sajkowski
- Monthly meeting with Vice Chairperson Heather Loffredo
- Conducted weekly staff meeting (every Thursday)
- RecNet monthly meetings
- Maintenance inspection with maintenance supervisor (bi-weekly)
- Leadership meetings (every Thursday)
- Attended the monthly FSR Lifestyle collaboration call

Kayak Hub:

- March Square Café Category Sales Report (attached)
- March TCCDD Square Sales Report (attached)
- Café was closed on several Sundays in March – only 2 Sundays to provide reporting with (attached)

Lifestyle:

- March Profit & Loss Report (attached)
- March Lifestyle Summary Report (attached)

Maintenance/ Vandalism/ Mischief Issues:

- March Maintenance Report (attached)

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EXHIBIT 2

Mar 1, 2025–Mar 31, 2025

Category Sales Report

CAFE

Category	Items Sold	Gross Sales
Uncategorized	3	$9.00
CANDY	247	$322.25
CHIPS & COOKIES	89	$146.25
COLD DRINKS	218	$319.00
DRINKS	22	$31.50
HOT DRINKS	15	$15.00
ICE CREAM	179	$716.00
NACHOS	10	$30.00
PERSONAL PIZZA	19	$76.00
PIZZA	1	$17.50
SIDES	5	$7.50
SINGLE ITEMS	2	$8.00
SNACKS	22	$78.00
WRAPS/BURGERS	2	$16.00
Total	**834**	**$1,792.00**

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EXHIBIT 3

Mar 1, 2025–Mar 31, 2025

Category Sales Report

TCCDD

Category	Items Sold	Gross Sales
Uncategorized	28	$2,707.90
FOBS	38	$1,140.00
POOL FURNITURE SALE	47	$450.00
Total	**113**	**$4,297.90**

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EXHIBIT 4

Mar 23, 2025

Category Sales Report

CAFE

Category	Items Sold	Gross Sales
CANDY	22	$28.00
CHIPS & COOKIES	12	$23.50
COLD DRINKS	18	$26.50
HOT DRINKS	5	$5.00
ICE CREAM	33	$132.00
NACHOS	2	$6.00
PERSONAL PIZZA	4	$16.00
SIDES	2	$3.00
SNACKS	6	$24.00
Total	**104**	**$264.00**

Mar 30, 2025

Category Sales Report

CAFE

Category	Items Sold	Gross Sales
WRAPS/BURGERS	1	$6.00
Total	**1**	**$6.00**

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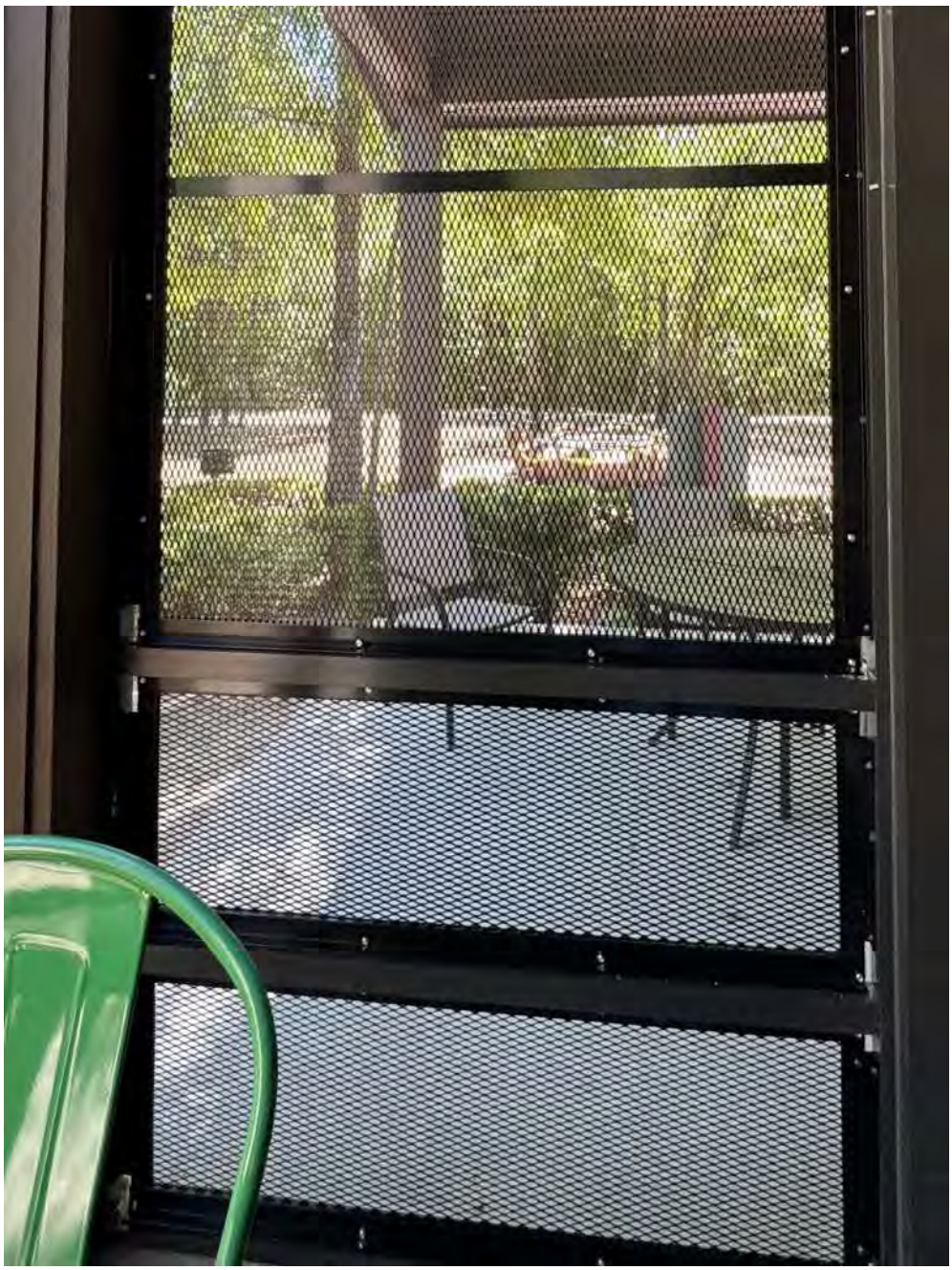
EXHIBIT 5

(1)



Outpost Screen

Created: Mon, 4/6/2026

Installed wire mesh at outpost to prevent vandalism.

(2)

Lighting

Created: Mon, 4/6/2026

Replaced ballast at janitorial closet. (Before)

(3)

Lighting

Created: Mon, 4/6/2026

Replaced ballast at janitorial closet. (After)

(4)

Stop Signs

Created: Mon, 4/6/2026

Installed stop signs on the cart path phase 1. (before)

(5)

Stop Signs

Created: Mon, 4/6/2026

Installed stop signs on cart path phase 1. (After)

(6)

Street Sign

Created: Mon, 4/6/2026

Repaired street sign at Bowery Ave. (before)

(7)

Street Sign

Created: Mon, 4/6/2026

Repaired street sign At Bowery Ave. (after)

(8)

Dog Park

Created: Mon, 4/6/2026

Repaired broken dog park equipment. (Before)

(9)

Dog Park

Created: Mon, 4/6/2026

Repaired broken dog park equipment. (After)

(10)

Volleyball Net

Created: Mon, 4/6/2026

Set 4x4 post for volleyball Net. (Before)

(11)

Volleyball Net

Created: Mon, 4/6/2026

Set 4x4 post for volleyball Net. (After)

(12)

Lighting

Created: Mon, 4/6/2026

Installed new LED lights at kayak club.

(13)

Pavers

Created: Mon, 4/6/2026

Repaired loose pavers at pavilion. (Before)

(14)

Pavers

Created: Mon, 4/6/2026

Repaired loose pavers at pavilion. (After)

(15)

Play Equipment

Created: Mon, 4/6/2026

Installed new lilly pads At tot lot. (Before)

(16)

Play Equipment

Created: Mon, 4/6/2026

Installed new lilly pads at tot lot

(17)

Pool Entry Gate

Created: Mon, 4/6/2026

Lowered pool entry gate that was to high. (Before)

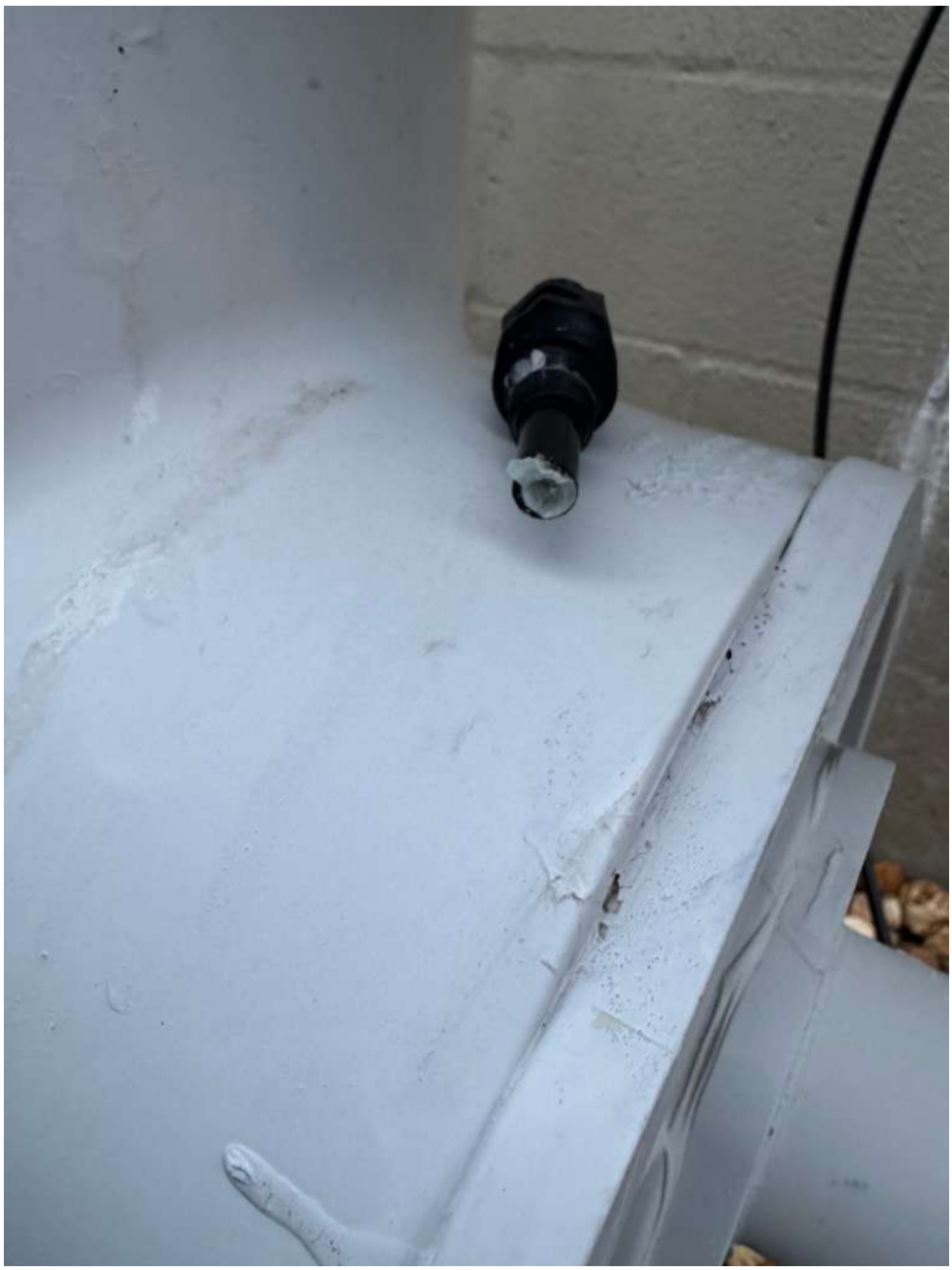
(18)

Pool Entry Gate

Created: Mon, 4/6/2026

Lowered pool entry gate that was to high. (After)

(19)



Pool Equipment

Created: Mon, 4/6/2026

Replaced clogged injection point on lap pool . (Before)

(20)

Pool Equipment

Created: Mon, 4/6/2026

Replaced clogged injection point at lap pool. (After)

(21)

Pool Equipment

Created: Mon, 4/6/2026

Installed new lap lanes. (Before)

(22)

Pool Equipment

Created: Mon, 4/6/2026

Installed new lap lanes. (After)

(23)

Building

Created: Mon, 4/6/2026

Clean all roofs and gutters at amenities. (Before)

(24)

Building

Created: Mon, 4/6/2026

Cleaned all roofs and gutters at amenities. (after)
Completed by Johnnie verdell

EXHIBIT 6

Trout Creek CDD Lifestyle Summary Report – March 2026

Mar 3rd & Mar 31st – Curiosity U every Tuesday

- Consistent attendance – 16 people per event. With the transition to using Curiosity Stream, Curiosity U, YouTube, and other sites, a pending name change would be ideal to more accurately reflect the variety of content used. This group also spent one session helping stuff easter eggs.

March 6th, March 12th, and March 26th – Kayak Café Takeover w/ Filo's Fresh and Complicated Dough

- Filo's hosted on the 6th and sold out. Complicated Dough switched to Thursdays and did well each day. Added them to the CDD meeting Thursday dates and seems successful.

March 7th – Shearwater Around the World event and Mural Project kick off

- We had 20 booths representing various countries. Booths included food, historical information, clothing, and an assortment of details about the countries our residents represented. We had about 200 attendees and were able to get enough handprints to fill 2 panels for the upcoming mural. This event was hosted on the event lawn, while the mural project was started under the pavilion.

March 10th - Business Blends & OneBlood donation drive

- Donation drive had about 9 donations completed. Business Blends was hosted at Walk Ons who provided appetizers. This partnership with The Stroll and The Current Collectives continues to bring in different businesses and creates networking opportunities. Demetric and Ja'Nadya helped host and we had very positive responses from attendees and staff.

March 11th – Coffee and Conversations

- About 55 attendees. As weather improves so does attendance. CycleTronics/FirstCoast Tech sponsors leading up to April 11th yard sale day. He'll was on hand to facilitate electronics disposal. Kinder Kafe continues to sponsor coffee. We continue with a light continental style breakfast set up.

March 14th to March 22nd – Spring Break Week

- **14th** was poolside bingo and Pi Day. Offered 100 slices of pie to residents who RSVP'd to encourage that practice. About 200 attendees' poolside, 100 played Bingo, only about 70 people took advantage of the pies. The **15th** was a typical First Coast Vendor Village event with about 300 attendees. The **16th** was a pool game and duck races day, had about 100 attendees. The **17th** was a scavenger hunt in which we utilized the entire community and placed shamrocks (in lieu of St. Patrick's Day) throughout. We distributed clues to 23 families who RSVP'd. The **19th** was PJ's and Popcorn where we showed Sing 2, utilized our new screen and projector, and provided popcorn and lemonade to 19 families and about 60 attendees. The **20th** was our Camping on the Lawn event, and we had about 8 families camp out. A few more attended earlier in the evening for marshmallows and hot cocoa but mostly campers attended and actually stayed through the night. The **21st** was our Bunny Brunch with 75 tickets sold. 2 vendors provided the brunch including Feisty Fruit and Little Pancakes of Jax. 2 bunnies were available for family photos. The **22nd** ended the

festivities with a pool party, including a DJ, pool games, duck races, and several food truck vendors. Highest attendance overall with about 500 attendees throughout the day. All food truck vendors sold out!

March 19th – Macrame group class

- Attendance dwindling but a solid 4 participants are consistent.

March 24th & March 31st – Family Night Out

- Attempt at setting offsite discounts for residents is not generating participation. Walk On's (24th) had 4 people use the discount and Epik Burger (31st) did not have any besides staff.

March 27th – Story Time with Ivybrook Academy & Trivia Night (Poolside)

- 15 families attended the outpost. This is substantially better participation than we had with our previous partnership in Goddard. We have dates set up leading us through the summer and expect continued use. Poolside was a hit as a potential hosting area for Trivia Night. It gave people plenty of space and we had 17 teams playing throughout the event. It did not affect swimmers, and quite a few people were paying attention and guessing without officially playing using the software.

March 28th – Annual Egg Hunt

- With almost 380 tickets sold, we breezed through the event. The change in staging to the pool, requiring registration, and selling tickets at only $3 was an EXCELLENT switch. This minimized lines tremendously. Last year was over 1000 kids, with likely half of them nonresidents.

Additional Activities

- Saint John's Bookmobile at the Outpost Every Monday until the new library opens. Food Truck every Wednesday (Haymaker Coffee) and Friday (Deja Brew) at the Outpost. Haymaker did not make their traditional quotas in the first 6 weeks but has seen a steady increase each week when weather permits. Deja Brew has decided to return on Fridays going forward. Community Garden has been maximized with all beds assigned, all but 1 payment pending.

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EXHIBIT 7

March, 2026

Lifestyle Profit & Loss

JOE GERENA
Lifestyle Director - **Trout Creek CDD**
100 Kayak Way| St. Augustine, FL | 32092
Direct: 904.342.3739
Email: Joe.Gerena@fsresidential.com

DEMETRIC ARNOLD
Lifestyle Coordinator - **Trout Creek CDD**
100 Kayak Way| St. Augustine, FL | 32092
Direct: 904.342.3739
Email: Demetric.Arnold@fsresidential.com

EVENT REVENUE/ COST

Spring Break Week	Revenue	Cost
Amazon - Bags		$18.98
ME Ent. - DJ for the 22nd		$350.00
Amazon - Sing 2 movie		$10.99
Sam's Club - Pies		$120.78
Amazon - Campfire sticks/marshmallows		$50.98
Feisty Fruit - Bunny Brunch		$150.00
Amazon - Tables/Covers $299.97 + 158.73		$458.70
Total	**$0.00**	**$1,160.43**

Spring Break Week	Revenue	Cost
Home Depot Camping		$169.52
Publix - Bunny Brunch		$49.45
Lil Pancake- Bunny Brunch		$288.00
Amazon - Ducks		$18.04
Amazon - Décor		$434.00
Ticketleap Tickets	$647.50	$0.00
Sunset Slush x2		$49.00
Total	**$647.50**	**$1,008.01**

Egg Hunt	Revenue	Cost
Amazon - Jelly Belly		$489.93
Amazon - Egg Fillers/wrist bands		$991.28
Oriental Trading		$254.40
Amazon - Eggs + Fillers		$2,648.06
Amazon - Candy		$106.27
Walmart - Raffle prizes		$72.34
Dj Mark - DJ services		$450.00
Square tickets (Day of)	$70.00	
Ticketleap tickets	$1,056.00	
Total	**$1,126.00**	**$5,012.28**

Coffee and Convo	Revenue	Cost
Sam's Club		$119.17
Publix - Juice		$24.41
Total	**$0.00**	**$143.58**

Mural Project	Revenue	Cost

Misc.	Revenue	Cost

Total	**$0.00**	**$348.21**

Crowdpurr.com		$49.99
Total	**$0.00**	**$177.98**

Events Summary	Actual
Total income	$1,773.50
Total expense	$7,850.49
Total Profit	**-$6,076.99**

VENDOR REVENUE - 10% OF ALL SALES

Vendor	Payment Method		Income
Ma'at Johnson	Square		$30.00
Thiago Gomes - Trainer	Square		$110.00
Peacock Fitness	Square		$1,682.00
Zumba - Songhwanara	Check		$86.10
904Tennis	Check		$755.60
Freehold - Sammie	Sponsorship/Photography		$1,000.00
Hello Vet	Sponsorship/ Pups and Pints		$691.49
Total		**$0.00**	**$1,691.49**

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EXHIBIT 8

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") is made and entered into as of the ____ day of April 2026, by and between:

> **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, with a mailing address of c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the "**District**"); and
>
> **SASH PROPERTIES LLC**, a Florida limited liability company, with a principal address of 4041 County Road 210 W, St. Johns, Florida 32259, together with any successor or assignee entity that will hold title to the Property (hereinafter defined) upon or following closing (collectively, the "**Owner**" and, together with the District, the "**Parties**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, which was established for the purposes, among others, of owning, operating and maintaining various public infrastructure improvements, including roadways and related improvements; and

WHEREAS, the Owner is seeking to develop the Ashford Mills commercial parcel identified as St. Johns County Parcel No. 009945-0100, located at the corner of Shearwater Parkway and CR-210 (the "**Property**"), and has submitted a Major Modification application to St. Johns County with respect to the Ashford Mills Planned Unit Development ("**Major Modification**"), a site plan of which is attached hereto as **Exhibit A**; and

WHEREAS, in connection with the Major Modification, the Owner has requested: (a) authorization to pursue a Temporary Construction Easement ("**TCE**") over portions of District-owned rights-of-way for utility construction and access; and (b) written confirmation from the District granting vehicular access to and from Shearwater Parkway, a District-owned road within the District; and

WHEREAS, the District is willing to support the Owner's pursuit of the Major Modification and to authorize the easement and access rights described herein, subject to the conditions set forth in this MOU; and

WHEREAS, the Parties warrant and agree that they have all right, power and authority to enter into and be bound by this MOU.

NOW, THEREFORE, in consideration of the mutual covenants and commitments set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this MOU.

2. AUTHORIZATION TO PURSUE MAJOR MODIFICATION.

A. Subject to the terms and conditions of this MOU, the District hereby confirms that it does not object to the Owner pursuing the Ashford Mills Major Modification with St. Johns County. This MOU serves as the District's written authorization permitting the Owner to proceed with the Major Modification application and related submissions to the County, including the Owner's requests for: (a) vehicular access to and from Shearwater Parkway; and (b) exit-only vehicular access onto Pine Tree Lane, subject to Section 4 below.

B. This MOU does not constitute final approval of any specific site plan or construction plans. The Owner's right to proceed to construction is conditioned upon satisfaction of all requirements set forth in this MOU, including District Engineer review and District written sign-off pursuant to Section 6.

3. TEMPORARY CONSTRUCTION EASEMENT AUTHORIZATION.

A. The District hereby authorizes the Owner to apply for and obtain a TCE over those portions of District-owned rights-of-way, including within Shearwater Parkway and Pine Tree Lane, as reasonably necessary to: (a) construct utilities (water, sewer, electricity, and related infrastructure) serving the Property; and (b) access such rights-of-way for utility connection construction.

B. The specific areas subject to the TCE, the duration of the TCE, and all conditions governing construction activities within the TCE area shall be memorialized in a separate written easement instrument to be negotiated and executed by the parties prior to any construction activity. A preliminary form of such TCE is attached hereto as **Exhibit B**. The Owner shall submit accompanying construction plans and metes and bounds legal description to District Counsel for review and approval prior to commencing construction within any District property or right-of-way.

C. The TCE shall be temporary in nature and shall automatically expire upon the earlier of: (a) substantial completion of all utility and access improvements within the TCE area; or (b) such date as is specified in the executed TCE instrument.

4. VEHICULAR ACCESS; PINE TREE LANE EXIT CONDITIONS.

A. Subject to compliance with all County requirements and the conditions of this MOU, the District hereby confirms its intent to grant the Owner vehicular access to and from Shearwater Parkway for the Property. Final access rights shall be memorialized in a separate easement or access agreement consistent with this MOU.

B. With respect to Pine Tree Lane, the District's support for access is limited to exit-only, right-turn-only vehicular egress, consistent with St. Johns County's direction that the connection be configured to discourage left-turn movements into the commercial complex from Pine Tree Lane. The following conditions are material terms of the District's consent and shall be incorporated into all final plans, County applications, easement instruments, and approvals:

1. **Pine Tree Lane Access – Exit-Only / Right-Turn-Only**. The Owner shall design, engineer, and construct any access connection onto Pine Tree Lane as a one-way, exit-only, right-turn-only egress point. The design shall incorporate signage, pavement markings, geometric design features, or other physical measures, as approved by the County and the District, sufficient to prevent or discourage left-turn movements onto Pine Tree Lane.

2. **No Left Turn**. The Owner shall not create, permit, or encourage any vehicular access configuration that results or could result in left-turn movements from the Property onto Pine Tree Lane, including in the direction toward the adjacent school.

C. All access points and internal traffic circulation design shall comply with applicable County requirements and shall be subject to District Engineer review pursuant to Section 6.

5. GOLF CART PATH EXTENSION.

A. The District supports a golf cart path extension to the Property, subject to the following conditions and limitations, consistent with the Board's direction and the District Engineer's guidance:

1. **Scope of Extension**. Any approved golf cart path extension shall be limited to a new 12-foot-wide path running east along the north side of Pine Tree Lane for approximately ten (10) feet, then immediately turning north to access the Property at its southwest corner. The District will install the shortest feasible section of path connection, consistent with the Board's direction to minimize the extension, at the expense of the Owner.

2. **No Extension Toward School**. The golf cart path extension shall not extend along Pine Tree Lane in the direction of the adjacent school and shall not facilitate golf cart access toward such corridor.

3. **Engineer Confirmation Required**. Prior to the District's final commitment to the cart path extension, the Owner shall cause its engineer to confirm, in writing, that vehicular and golf cart access at the southwest corner of the Property is physically viable, and shall provide such confirmation to the District Engineer for review.

4. **Owner Cost Responsibility**. All costs associated with the design, permitting, engineering, and construction of the golf cart path extension attributable to the Ashford Mills development and Property, including the new path section north of Pine Tree Lane, shall be borne solely by the Owner. The Owner's cost reimbursement obligations with respect to the District's maintenance of the extension are set forth in Section 7.

5. **Separate Permanent Easement**. To the extent the cart path extension crosses or is located within any District-controlled right-of-way, the Parties agree to negotiate and execute a separate permanent easement instrument governing the cart path, consistent with the District's prior indication that a permanent easement for Pine Tree Lane access may be appropriate for the cart path connection.

6. DISTRICT ENGINEER REVIEW AND SIGN-OFF ON CONSTRUCTION PLANS.

A. Prior to the County's final approval and sign-off on construction plans for the Major Modification, and prior to the Owner commencing any construction activity within District rights-of-way or other property, the Owner shall submit complete construction plan sets to the District Engineer (Michael J. Yuro, P.E., Yuro & Associates, LLC) for review and written approval ("**District Engineer Review**"). The Owner shall not proceed to construction until the District Engineer Review is completed and written approval is issued, regardless of whether the County has approved the construction plans. County approval of construction plans shall not substitute for or satisfy the requirement to obtain District Engineer written approval.

B. The District Engineer Review shall encompass, without limitation: (a) vehicular access and circulation design, including the Pine Tree Lane connection; (b) the golf cart path extension design and connection at the southwest corner of the Property; (c) utility connections within the TCE area; (d) stormwater, drainage, and infrastructure impacts on District

facilities; and (e) any proposed improvements within or adjacent to Shearwater Parkway or Pine Tree Lane.

C. The District reserves the right to review the County's final approved construction plans prior to the Owner proceeding to construction, and the Owner shall provide the District with a copy of all County-approved final construction plans within five (5) business days of receipt.

D. The District Engineer shall use commercially reasonable efforts to complete the District Engineer Review within fifteen (15) calendar days of receipt of complete construction plan sets.

7. MAINTENANCE OBLIGATIONS.

A. Shearwater Parkway Maintenance Cost-Share. Upon issuance of a certificate of occupancy for any portion of the Ashford Mills commercial development/building on the Property, the Owner shall contribute to the ongoing maintenance costs of Shearwater Parkway on a pro-rata or other equitable basis, to be negotiated and memorialized in a separate maintenance cost-sharing agreement or supplement to this MOU no later than the date of issuance of the first certificate of occupancy for any portion of the Ashford Mills commercial development/building on the Property. In the event the Parties fail to execute such agreement by such date, the Owner's share shall be determined based on its proportionate vehicle trip generation relative to total traffic on Shearwater Parkway, as determined by the District Engineer. The Owner's proportionate share shall reflect the Owner's actual use of and impact on Shearwater Parkway. The Owner's cost-sharing obligation shall commence upon issuance of a certificate of occupancy for any portion of the Ashford Mills commercial development/building on the Property. In the event the Parties fail to execute such agreement by such date, the Owner's share shall be determined based on its proportionate vehicle trip generation relative to total traffic on Shearwater Parkway, as determined by the District Engineer. The Owner's proportionate share shall reflect the Owner's actual use of and impact on Shearwater Parkway. The Owner's cost-sharing obligation shall commence upon issuance of a certificate of occupancy for any portion of the Ashford Mills commercial development/building on the Property.

B. Extensions and Improvements Maintenance. The Owner shall be solely responsible for the maintenance, repair, and replacement of any improvements constructed by or on behalf of the Owner within the TCE area or any easement area. The District shall maintain the golf cart path extension for consistency with the remainder of the District's cart path network; provided, however, that the Owner shall reimburse the District for all maintenance, repair, and replacement costs reasonably attributable to the golf cart path extension section, within thirty (30) days of receipt of invoice.

Such reimbursement obligations are ongoing and shall survive the termination of the TCE.

C. Restoration Obligation. Upon completion of construction activities within any District right-of-way, TCE area, or other easement area, the Owner shall restore all affected roads, landscaping, signage, and infrastructure to the same or better condition as existed prior to commencement of construction. Restoration work is subject to inspection and written acceptance by the District Engineer.

8. COMMUNITY INPUT; COMMERCIAL USE COORDINATION.

A. The Owner agrees to partner with the District in soliciting and considering feedback from the Shearwater community regarding the proposed commercial uses and site design for the Ashford Mills parcel. Prior to submitting final plans to the County, the Owner shall participate in at least one (1) community engagement process coordinated in conjunction with the District, at a time and in a format to be mutually agreed upon.

B. The Owner shall in good faith consider and reasonably incorporate community feedback gathered pursuant to this Section 8 into its final commercial use programming and site design for the Ashford Mills parcel, to the extent consistent with applicable County requirements.

9. FUNDING OF DISTRICT COSTS; FUNDING AGREEMENT.

A. The Owner shall be solely responsible for all costs incurred by the District in connection with the review, processing, and implementation of this MOU and the Major Modification, including without limitation the District Engineer fees and costs and District Counsel legal fees and costs.

B. Funding Agreement. The Owner will advance a deposit to the District in an amount of three thousand dollars ($3,000.00), to be held and applied against District costs as incurred. The District shall provide the Owner with periodic invoices documenting costs charged against the deposit. The Owner shall replenish the deposit to the agreed level within five (5) business days of written notice that the balance has fallen below one thousand dollars ($1,000.00). Any unused balance shall be refunded to the Owner upon completion of the Major Modification review process and final District sign-off.

C. The Owner's cost reimbursement obligation under this Section is a material condition of the District's ongoing cooperation and shall survive any expiration or termination of this MOU until all District costs are fully reimbursed.

10. COUNTY COMPLIANCE; CONDITIONS PRECEDENT.

A. All access points, easements, improvements, and activities authorized by this MOU are conditioned upon the Owner obtaining all required County approvals, permits, and authorizations, including approval of the Major Modification. The District's consent under this MOU does not supersede or substitute for any required County action.

B. The Owner acknowledges that the District's support for the Major Modification is expressly conditioned upon the Owner satisfying all applicable County requirements, and that the District's authorization under this MOU may be suspended or revoked if the Owner fails to comply with County requirements or the terms of this MOU.

11. INSURANCE; INDEMNIFICATION.

A. Insurance. Prior to commencing any construction activity within District rights-of-way or easement areas, the Owner shall obtain and maintain, at its sole cost, the following insurance, naming the District as an additional insured. Evidence of such insurance shall be provided to the District prior to commencement of any work:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida (as applicable).
2. Commercial General Liability Insurance covering the Owner's legal liability for bodily injuries, with limits of not less than $1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    i. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
3. Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Owner of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "**Additional Insureds**") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. Owner shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within

thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.

C. Indemnification. Owner agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, staff, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the exercise of any rights granted under this MOU by the Owner, its subcontractors, its employees, or its agents, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto, but only to the extent such claims and/or losses arise as a result of Owner's negligence, willful misconduct, or breach of this MOU. This provision shall relate to any acts or omissions by the Owner, its employees, agents, or subcontractors.

D. For purposes of this Section, "acts or omissions" on the part of Owner's officers, directors, agents, assigns, or employees includes, but is not limited to, the construction activities within District rights-of-way or easement areas in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over such services, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Owner in writing not to obtain such permit, license, certification, consent, or other approval.

12. TERM; TERMINATION.

A. Term. This MOU shall be effective upon execution by the Parties and shall remain in effect until the earlier of: (a) the Major Modification receives final County approval, the District has provided written sign-off on final construction plans, all easement instruments have been fully executed, and the maintenance cost-sharing agreement required by Section 7(A) has been fully executed; or (b) breach of this MOU or termination by written agreement of the parties.

B. Termination. Either party may terminate this MOU upon thirty (30) days' written notice to the other or may immediately terminate this MOU for cause and upon written notice to the other party.

C. Sections 7, 9, 11, and 13 shall survive any termination of this MOU.

13. GENERAL PROVISIONS.

A. Entire Agreement. This instrument, together with the exhibits, shall constitute the final and complete expression of the entire understanding of the Parties and no representations or promises have been made except those that are specifically set out in this instrument. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this MOU are waived, merged herein and superseded.

B. Amendments. Amendments to and waivers of the provisions contained in this MOU may be made only by an instrument in writing which is executed by both Parties hereto.

C. Authorization. The execution of this MOU has been duly authorized by the appropriate body or official of the Parties hereto, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this MOU.

D. Third Party Beneficiaries. This MOU is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third party not a formal party to this MOU. Nothing in this MOU expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this MOU or any of the provisions or conditions of this MOU; and all of the provisions, representations, covenants, and conditions contained in this MOU shall be binding upon the District and Owner and their respective representatives, successors, and assigns, but shall not inure to the benefit of any party other than the District and Owner and their respective permitted successors and assigns.

E. Assignment. Neither the District nor Owner may assign this MOU or any monies to become due hereunder without the prior written approval of the other, except that Owner may assign this MOU without District consent to any entity in which Sam Palli holds a controlling interest and that acquires fee title to the Property at or following closing, provided that Owner provides the District with written notice of such assignment and the assignee assumes all obligations of Owner hereunder in writing. Any other purported assignment without prior written District approval shall be void.

F. Controlling Law; Venue. This MOU and the provisions contained in this MOU shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

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

H. Headings for Convenience Only. The descriptive headings in this MOU are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this MOU.

I. Counterparts. This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

J. Negotiation at Arms-Length. This MOU has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this MOU and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this MOU, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

K. E-Verify. Owner shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Owner shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees performing work under this MOU and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the MOU immediately for cause if there is a good faith belief that Owner has knowingly violated Section 448.095, *Florida Statutes*. By entering into this MOU, Owner represents that no public employer has terminated a contract with Owner under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this MOU.

L. Anti-Human Trafficking. Owner certifies, by acceptance of this MOU, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Owner agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Owner refuses to sign said affidavit, the District may terminate this MOU immediately.

14. NOTICES. All notices, requests, consents, and other communications under this MOU ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

A. **If to Owner:** SASH Properties LLC
4041 County Road 210 W
Saint Johns, FL 32259
Attn: Sam Palli

B. **If to the District:** Trout Creek Community Development District
c/o FCS Management Group, LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Trout Creek CDD, District Counsel

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

15. PUBLIC RECORDS. The Owner understands and agrees that all documents of any kind provided to the District in connection with this MOU may be public records, and, accordingly, the Owner agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Owner acknowledges that the designated public records custodian for the District is **Vesta District Services** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Owner shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this MOU's term and following the contract term if the Owner does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Owner's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. If the Owner chooses to keep and maintain public records upon completion of the contract, the Owner shall meet all applicable requirements for retaining public records and transfer the records to the District at no cost upon request of the District's Public Records Custodian. When such public records are transferred by the Owner, the Owner shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats, or in the native format in which the records are maintained if specifically requested by the District. Any documents provided in PDF format must be accessible and comply with PDF/UA (ISO 14289) standards and WCAG 2.1 Level AA requirements, including proper tagging, reading order, and compatibility with assistive technologies.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, OR BY MAIL C/O VESTA DISTRICT SERVICES, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

IN WITNESS WHEREOF, the Parties execute this MOU to be effective the day and year first written above.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

SASH PROPERTIES LLC

_____
By: _____
Its: _____

Exhibit A

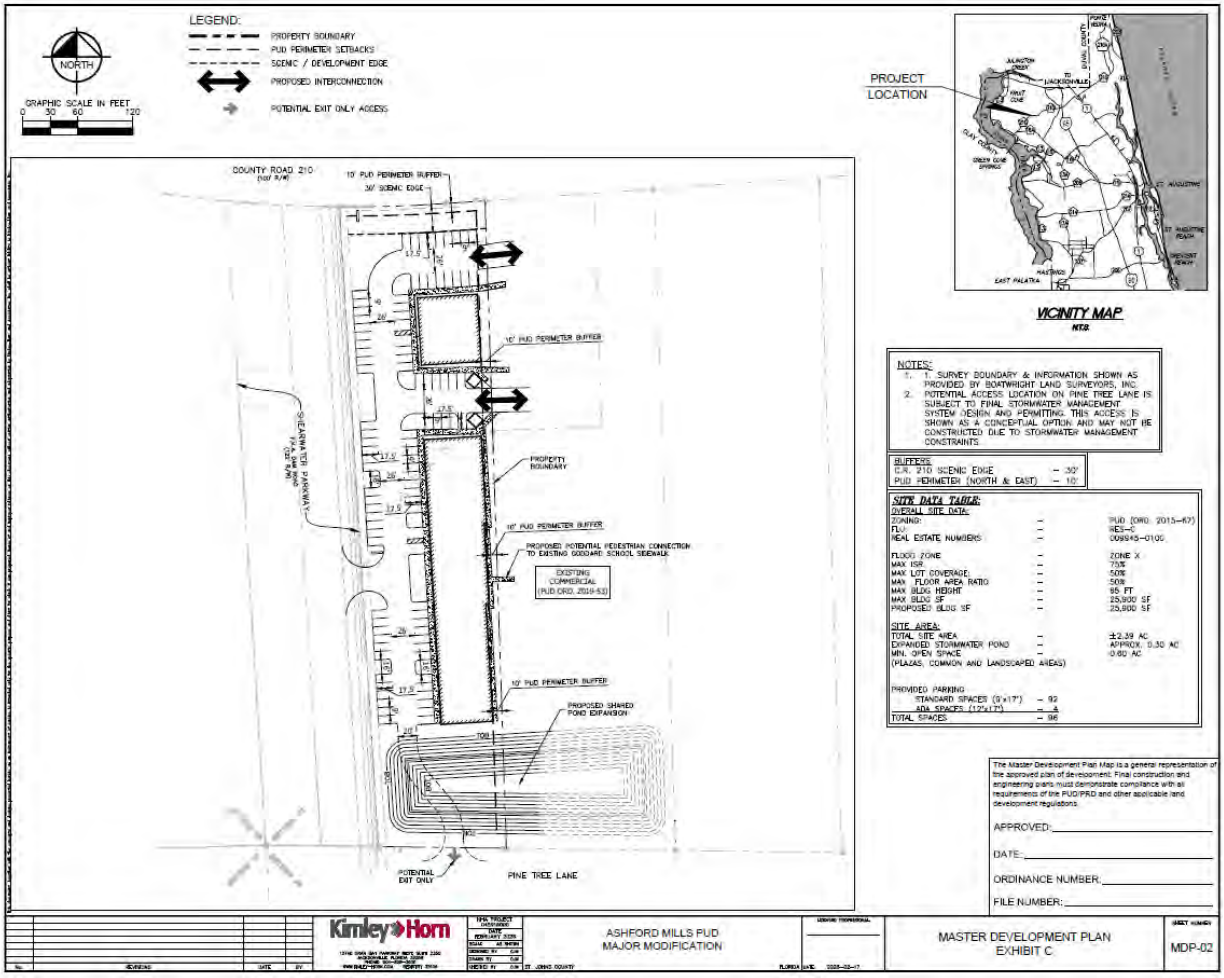
LEGEND:
PROPERTY BOUNDARY
PUD PERIMETER SETBACKS
SCENIC / DEVELOPMENT EDGE
PROPOSED INTERCONNECTION
POTENTIAL EXIT ONLY ACCESS
NORTH
GRAPHIC SCALE IN FEET
0 30 60 120
COUNTY ROAD 210
10' PUD PERIMETER BUFFER
30' SCENIC EDGE
SIDEWALK
PROPERTY BOUNDARY
PROPOSED POTENTIAL PEDESTRIAN CONNECTION TO EXISTING GODDARD SCHOOL SIDEWALK
EXISTING COMMERCIAL (PUD ORD. 2014-53)
PROPOSED SHARED POND EXPANSION
POTENTIAL EXIT ONLY
PINE TREE LANE
PROJECT LOCATION
VICINITY MAP
NTS
NOTES:
1. SURVEY BOUNDARY & INFORMATION SHOWN AS PROVIDED BY BOATWRIGHT LAND SURVEYORS, INC.
2. POTENTIAL ACCESS LOCATION ON PINE TREE LANE IS SUBJECT TO FINAL STORMWATER MANAGEMENT SYSTEM DESIGN AND PERMITTING. THIS ACCESS IS SHOWN AS A CONCEPTUAL OPTION AND MAY NOT BE CONSTRUCTED DUE TO STORMWATER MANAGEMENT CONSTRAINTS.
BUFFERS:
C.R. 210 SCENIC EDGE – 30'
PUD PERIMETER (NORTH & EAST) – 10'
SITE DATA TABLE:
OVERALL SITE DATA:
ZONING: – PUD (ORD. 2015-67)
FLU: – RES-C
REAL ESTATE NUMBERS: – 009945-0100
FLOOD ZONE: – ZONE X
MAX ISR: – 70%
MAX LOT COVERAGE: – 50%
MAX FLOOR AREA RATIO – 50%
MAX BLDG HEIGHT – 65 FT
MAX BLDG SF – 25,900 SF
PROPOSED BLDG SF – 25,900 SF
SITE AREA:
TOTAL SITE AREA – ±2.39 AC
EXPANDED STORMWATER POND – APPROX. 0.30 AC
MIN. OPEN SPACE – 0.60 AC
(PLAZAS, COMMON AND LANDSCAPED AREAS)
PROVIDED PARKING
STANDARD SPACES (9'x17') – 92
ADA SPACES (12'x17') – 4
TOTAL SPACES – 96
The Master Development Plan Map is a general representation of the approved plan of development. Final construction and engineering plans must demonstrate compliance with all requirements of the PUD/PRD and other applicable land development regulations.
APPROVED:
DATE:
ORDINANCE NUMBER:
FILE NUMBER:
Kimley»Horn
ASHFORD MILLS PUD
MAJOR MODIFICATION
MASTER DEVELOPMENT PLAN
EXHIBIT C
MDP-02

Exhibit B
Form of Easement

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Jennifer Kilinski, Esq.
Kilinski | Van Wyk, PLLC
517 E. College Avenue,
Tallahassee, 32301

Folio/Parcel ID No.: 009945-0100

Temporary Construction Easement
(Utility Construction and Right-of-Way Access)

This Temporary Construction Easement (the "Easement") is made and entered into this ____ day of _____ 2026 by and between TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, hereinafter referred to as "Grantor," and SASH PROPERTIES LLC, a Florida limited liability company, with a principal address of 4041 County Road 210 W, St. Johns, Florida 32259, together with any successor or assignee entity that will hold title to the Property (as defined below) upon or following closing, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the owner of those certain rights-of-way identified as Shearwater Parkway and Pine Tree Lane, District-owned roads located within the Trout Creek Community Development District in St. Johns County, Florida (the "Easement Parcel"), more particularly described in the Legal Description and sketch attached hereto as **Composite Exhibit A**; and

WHEREAS, Grantee is the owner of that certain commercial parcel identified as St. Johns County Parcel No. 009945-0100, located at the corner of Shearwater Parkway and CR-210, St. Johns County, Florida (the "Property"), which requires temporary access across the Easement Parcel for the construction and installation of utilities (including water, sewer, electricity, and related infrastructure) necessary to serve the Property, and for access to the rights-of-way of Shearwater Parkway and Pine Tree Lane for utility connection construction, in connection with the Ashford Mills Planned Unit Development Major Modification (the "Project"); and

WHEREAS, Grantor and Grantee have entered into that certain Memorandum of Understanding dated _____ 2026 (the "MOU") setting forth the terms and conditions under which Grantor agreed to authorize Grantee to apply for and obtain this Easement; and

WHEREAS, Grantor and Grantee mutually wish to enter into this Temporary Construction Easement to allow Grantee and its designated, licensed contractors and subcontractors to access

and perform construction activities within the Easement Parcel on a temporary basis for the purposes set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee and its designated, licensed contractors and subcontractors a non-exclusive, temporary construction easement in gross, personal to Grantee, over, across, and within the Easement Parcel, limited to the area identified in the attached **Composite Exhibit A**, for the purpose of allowing Grantee and such contractors to access, construct, install, and connect utilities and related infrastructure, including without limitation water lines, sewer lines, electrical conduit, junction boxes, and all associated equipment and appurtenances (collectively, the "Work"), for the benefit of the Property, with access rights to be exercised at reasonable times, in, on, over, under, across, and along that certain real property (the "Easement Parcel") located in the County of St. Johns, State of Florida, more particularly described in the Legal Description attached hereto as **Composite Exhibit A** and incorporated herein by reference. Grantee shall ensure that any contractor or subcontractor exercising rights under this Easement complies with all terms and conditions hereof, and Grantee shall remain jointly and severally liable for any acts or omissions of its designated contractors and subcontractors.

1. **Grant of Easement**. Grantor agrees for itself and its successors and assigns that the Work constructed within the Easement Parcel by Grantee or any contractor designated by Grantee shall remain the personal property of Grantee and may not be altered, obstructed, or removed by Grantor without the express written consent of Grantee. Grantee and its designated contractors and subcontractors, and their respective agents and employees, shall have the right to trim or cut trees and roots in the Easement Parcel that endanger or interfere with the Work, only with prior written approval from Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed, and shall have access to the Work for the purpose of exercising the rights herein granted. Grantee shall be responsible for ensuring that any contractor or subcontractor exercising rights hereunder complies with all obligations of this Easement, and Grantee shall remain strictly liable for any damage to the Easement Parcel or injury to persons caused by the installation, maintenance, or use of the Work by Grantee or any of its designated contractors or subcontractors, and shall promptly repair such damage at its sole cost and expense. In making any excavation on the Easement Parcel, Grantee and its contractors shall do so in such manner as will cause the least injury to the surface of the ground around such excavation. Grantee shall, and shall cause its contractors and subcontractors to, at its sole cost and expense, promptly restore the surface of the Easement Parcel and any adjacent portions of Grantor's property disturbed by Grantee's activities to substantially the same condition that existed immediately prior to such disturbance, including replacement of sod, landscaping, pavement, sidewalks, or other improvements. Such restoration shall be completed within ten (10) business days following completion of any work within the Easement Parcel, and if Grantee fails to complete such restoration within this timeframe, Grantor may complete the restoration and bill Grantee for all actual costs incurred, plus a fifteen percent (15%) administrative fee, which Grantee

shall pay within thirty (30) days of invoice. Failure to pay such invoice within the thirty (30) day period shall constitute a material breach of this Easement and shall accrue interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by Florida law, whichever is less.

2. **Indemnification**.

   a. To the fullest extent permitted by law, and in addition to any other obligations of Grantee under this Easement or otherwise, Grantee shall indemnify, hold harmless, and defend Grantor and its respective officers, supervisors, employees, staff, managers, agents, contractors, and subcontractors (together, the "Indemnitees") from and against any and all claims, liabilities, damages, losses, expenses, and costs, including, but not limited to, reasonable attorneys' fees and costs of litigation, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of Grantee, or any employee, agent, contractor, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to construct, install, maintain, operate, or remove the Work, (ii) the Grantee's performance of, or failure to perform, the Grantee's obligations pursuant to this Easement or the Grantee's performance of any activities in connection therewith, or (iii) any breach of any warranty, representation, covenant, or agreement made by Grantee in this Easement.

   b. To the extent required by Florida law to make the provisions of any indemnification, defense, or hold harmless provision of this Easement enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless, and defense obligation shall not exceed Three Million Dollars ($3,000,000.00) per occurrence and Six Million Dollars ($6,000,000.00) in the aggregate, the amount of which bears a reasonable commercial relationship to the Easement, the potential risks involved, and the scope of work contemplated herein. In the event that any indemnification, defense, or hold harmless provision of this Easement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

   c. Subject to Section 6(a) below and the limitations on Grantor's liability set forth in Section 9, a default by either party under this Easement shall entitle the other party to all remedies available at law or in equity, except that Grantor's liability shall be subject to the limitations of sovereign immunity and Section 768.28, Florida Statutes. In the event that either the Grantor or Grantee is required to enforce this Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

3. **Easement Conditions**. The Easement rights granted herein are for the purposes contemplated by this Easement only and are thereby limited to the scope of the Easement

granted herein and solely within the Easement Parcel. Grantee and its designated contractors and subcontractors shall use all due care to accomplish their work without damage to the Easement Parcel and surrounding areas. Grantee shall assume responsibility for any and all damage to any real or personal property of the Grantor or any third parties as a direct result of Grantee's or its contractors' use of the Easement Parcel under this Easement. Grantee shall be responsible for returning the Easement Parcel to substantially the same condition that existed immediately prior to the damage should any damage occur. In addition, Grantee shall: (a) provide Grantor and Grantor's District Engineer with complete construction plan sets prior to commencing any construction activity within the Easement Parcel; (b) comply with all applicable federal, state, and local laws, regulations, permits, and approvals in connection with the Work, including without limitation any permits required by St. Johns County; (c) not unreasonably interfere with the use of Shearwater Parkway or Pine Tree Lane by Grantor, residents, or the public, and shall maintain safe traffic flow and pedestrian access at all times, coordinating any temporary lane closures or road restrictions with Grantor's District Manager and District Engineer in advance; and (d) comply with all construction plan requirements as approved by the District Engineer pursuant to Section 6 of the MOU prior to commencing any work within the Easement Parcel.

4. **Property Damage**. Any property damage, including but not limited to landscape and sod replacement, irrigation systems, drainage systems, signage, lighting, fencing, pavement, or any other improvements, caused by the construction of the Work or other activities of the Grantee, its designated contractors or subcontractors, or their respective employees, agents, or subcontractors, shall be repaired within ten (10) business days of notice to the Grantee of such damage (or discovery by Grantor if earlier), except:

    a. for conditions that warrant a faster repair time, i.e., for impacts to utility services such as water, sewer, stormwater, electrical, cable, or internet, or any condition posing a safety hazard, such repair shall be commenced within four (4) hours and completed within forty-eight (48) hours of notice, regardless of day of the week; and
    b. for conditions beyond the Grantee's reasonable control or damage that is not reasonably capable of being cured within a ten (10) business day period, in which case the Grantee will diligently work to complete such repairs promptly.

    If the Grantee fails to commence repairs within the time limits prescribed above, the Grantor may (but shall not have the obligation to) undertake the repairs itself and bill the Grantee for the actual and reasonable costs thereof, plus a fifteen percent (15%) administrative fee. Grantee shall pay such invoice within thirty (30) days of receipt. To secure Grantee's repair and restoration obligations under this Easement, Grantee shall provide Grantor with an irrevocable letter of credit or performance bond in the amount of Fifty Thousand Dollars ($50,000.00) from a financial institution or surety rated at least A- by A.M. Best or equivalent rating agency and acceptable to Grantor in its reasonable discretion, which letter of credit or bond shall be provided within thirty (30) days of execution of this Easement, shall remain in effect for the duration of this Easement plus six (6) months following any expiration or termination, and may be drawn upon by Grantor to

cover repair costs if Grantee fails to timely perform its obligations. The letter of credit or bond shall contain automatic renewal provisions or Grantee shall provide a replacement at least sixty (60) days prior to expiration.

5. **Assignment.** This Easement is in gross and personal to Grantee and may not be assigned or transferred without the prior written approval of Grantor, except that Grantee may assign this Easement without Grantor's prior written consent to any entity in which Sam Palli holds a controlling interest and that acquires fee title to the Property at or following closing, provided that: (i) Grantee provides Grantor with written notice of such assignment prior to the effective date thereof; (ii) the assignee assumes in writing all obligations of Grantee under this Easement; and (iii) the assignee provides Grantor with evidence of insurance as required under Section 8 and replacement security as required under Section 4 prior to the effective date of such assignment. Any other purported assignment without prior written Grantor approval shall be void and shall constitute a material breach of this Easement. Notwithstanding the foregoing, Grantee may, without Grantor's consent, designate one or more licensed contractors or subcontractors to exercise access and construction rights under this Easement, provided that Grantee remains primarily liable for such parties' compliance with all terms hereof.

6. **Termination.**

    a. Default. In the event either Party defaults in the performance of any of the material terms of this Easement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Easement which gives rise to the default. The defaulting Party shall have thirty (30) days after receipt of such notice to either (i) cure the default or (ii) if such default is incapable of cure within such thirty (30) day period, commence curing the default within such thirty (30) day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so, the non-defaulting Party may terminate this Easement upon thirty (30) days' written notice. Termination shall not relieve either party of obligations that accrued prior to termination, including but not limited to Grantee's obligations under Sections 1, 2, 3, 4, 7, and 8, which shall survive termination.

    b. Expiration. This Easement shall automatically expire upon the earlier of: (i) substantial completion of all Work within the Easement Parcel, as confirmed in writing by the District Engineer; or (ii) such specific expiration date as may be agreed upon in writing by the parties. For purposes of this Easement, "substantial completion" means the point at which all utility construction activities within the Easement Parcel are complete, all restoration required by Sections 1 and 4 has been performed to the satisfaction of the District Engineer, and written confirmation of the same has been issued by Grantor. Upon expiration, all rights of access and construction granted hereunder shall terminate automatically, and Grantee shall have no further right to access or use the Easement Parcel for construction purposes. Grantee's obligations under Sections 1, 2, 3, 4, 7, and 8 shall survive such expiration.

7. **Restoration Upon Expiration or Termination.** Upon expiration or termination of this Easement, the Grantee shall, within thirty (30) days, complete all restoration required by Sections 1 and 4 hereof and shall remove any temporary staging, equipment, materials, or other items placed by Grantee within the Easement Parcel that are not part of the permanent utility improvements, restoring the Easement Parcel to substantially the same condition as existed prior to commencement of the Work. Grantee shall promptly repair any damage to the Easement Parcel caused by such restoration activities within thirty (30) days of completion. If Grantee fails to timely complete restoration and removal, Grantor may (i) perform such restoration and removal at Grantee's expense, plus a fifteen percent (15%) administrative fee, or (ii) deem any temporary materials or equipment remaining on the Easement Parcel after such thirty (30) day period as abandoned, with ownership vesting in Grantor "AS IS" and "WHERE IS," provided that Grantee shall remain liable for any environmental contamination, hazardous materials, or safety hazards associated with such abandoned materials, and Grantor reserves the right to require removal and seek damages at any time if such abandoned materials create any hazard or liability.

8. **Insurance.** The Grantee shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than Three Million Dollars ($3,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars ($1,000,000) per accident and in the aggregate. The Grantee will provide the Grantor with a certificate evidencing such insurance prior to commencing any work hereunder and shall add the Trout Creek Community Development District, its supervisors, officers, staff, and agents as additional insured parties on a primary and non-contributory basis. All insurance policies shall contain a waiver of subrogation in favor of Grantor. No certificate shall be acceptable to Grantor unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Grantor. The insurance requirements shall survive termination of this Easement for any claims arising during the term.

9. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of the Grantor's sovereign immunity or the Grantor's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Easement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. **Applicable Law and Venue.** This Easement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for St. Johns County, Florida. In any litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including expert witness fees and costs of investigation. Grantee waives any right to jury trial for any dispute arising under this Easement.

[Signature page to Grant of Easement below]

Executed as of the date first written above.

WITNESSES

GRANTOR:
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____

_____
Print Name

_____ By:_____
Name:

_____ Title: Chairperson, Board of Supervisors
Print Name

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me [__] in person or [__] by online notarization, this ___ day of _____ 2026, by _____, as Chairperson of the TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT. He/she [__] is (personally known to me) or [__] has presented _____(type of identification) as identification and [__] did/[__] did not take an oath.

Witness my hand and official seal.

_____
Notary Public

_____
(Print Name)

My commission expires: _____

WITNESSES

GRANTEE:
SASH PROPERTIES LLC

_____

_____
Print Name

_____ By:_____
Name:

_____ Title:
Print Name

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me [__] in person or [__] by online notarization, this ___ day of _____ 2026, by _____, as _____ of SASH Properties LLC, a Florida limited liability company, who acknowledged that he/she is authorized to execute this instrument on behalf of the company. He/she [__] is (personally known to me) or [__] has presented _____(type of identification) as identification and [__] did/[__] did not take an oath.

Witness my hand and official seal.

_____
Notary Public

_____
(Print Name)

My commission expires: _____

Composite Exhibit A

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Jennifer Kilinski, Esq.
Kilinski | Van Wyk, PLLC
517 E. College Avenue,
Tallahassee, 32301

Folio/Parcel ID No.: 009945-0100

Temporary Construction Easement
(Utility Construction and Right-of-Way Access)

This Temporary Construction Easement (the "Easement") is made and entered into this ____ day of _____ 2026 by and between TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, hereinafter referred to as "Grantor," and SASH PROPERTIES LLC, a Florida limited liability company, with a principal address of 4041 County Road 210 W, St. Johns, Florida 32259, together with any successor or assignee entity that will hold title to the Property (as defined below) upon or following closing, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the owner of those certain rights-of-way identified as Shearwater Parkway and Pine Tree Lane, District-owned roads located within the Trout Creek Community Development District in St. Johns County, Florida (the "Easement Parcel"), more particularly described in the Legal Description and sketch attached hereto as **Composite Exhibit A**; and

WHEREAS, Grantee is the owner of that certain commercial parcel identified as St. Johns County Parcel No. 009945-0100, located at the corner of Shearwater Parkway and CR-210, St. Johns County, Florida (the "Property"), which requires temporary access across the Easement Parcel for the construction and installation of utilities (including water, sewer, electricity, and related infrastructure) necessary to serve the Property, and for access to the rights-of-way of Shearwater Parkway and Pine Tree Lane for utility connection construction, in connection with the Ashford Mills Planned Unit Development Major Modification (the "Project"); and

WHEREAS, Grantor and Grantee have entered into that certain Memorandum of Understanding dated _____ 2026 (the "MOU") setting forth the terms and conditions under which Grantor agreed to authorize Grantee to apply for and obtain this Easement; and

WHEREAS, Grantor and Grantee mutually wish to enter into this Temporary Construction Easement to allow Grantee and its designated, licensed contractors and subcontractors to access and perform construction activities within the Easement Parcel on a temporary basis for the purposes set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee and its designated, licensed contractors and subcontractors a non-exclusive, temporary construction easement in gross, personal to Grantee, over, across, and within the Easement Parcel, limited to the area identified in the attached **Composite Exhibit A**, for the purpose of allowing Grantee and such contractors to access, construct, install, and connect utilities and related infrastructure, including without limitation water lines, sewer lines, electrical conduit, junction boxes, and all associated equipment and appurtenances (collectively, the "Work"), for the benefit of the Property, with access

rights to be exercised at reasonable times, in, on, over, under, across, and along that certain real property (the "Easement Parcel") located in the County of St. Johns, State of Florida, more particularly described in the Legal Description attached hereto as **Composite Exhibit A** and incorporated herein by reference. Grantee shall ensure that any contractor or subcontractor exercising rights under this Easement complies with all terms and conditions hereof, and Grantee shall remain jointly and severally liable for any acts or omissions of its designated contractors and subcontractors.

1. **Grant of Easement**. Grantor agrees for itself and its successors and assigns that the Work constructed within the Easement Parcel by Grantee or any contractor designated by Grantee shall remain the personal property of Grantee and may not be altered, obstructed, or removed by Grantor without the express written consent of Grantee. Grantee and its designated contractors and subcontractors, and their respective agents and employees, shall have the right to trim or cut trees and roots in the Easement Parcel that endanger or interfere with the Work, only with prior written approval from Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed, and shall have access to the Work for the purpose of exercising the rights herein granted. Grantee shall be responsible for ensuring that any contractor or subcontractor exercising rights hereunder complies with all obligations of this Easement, and Grantee shall remain strictly liable for any damage to the Easement Parcel or injury to persons caused by the installation, maintenance, or use of the Work by Grantee or any of its designated contractors or subcontractors, and shall promptly repair such damage at its sole cost and expense. In making any excavation on the Easement Parcel, Grantee and its contractors shall do so in such manner as will cause the least injury to the surface of the ground around such excavation. Grantee shall, and shall cause its contractors and subcontractors to, at its sole cost and expense, promptly restore the surface of the Easement Parcel and any adjacent portions of Grantor's property disturbed by Grantee's activities to substantially the same condition that existed immediately prior to such disturbance, including replacement of sod, landscaping, pavement, sidewalks, or other improvements. Such restoration shall be completed within ten (10) business days following completion of any work within the Easement Parcel, and if Grantee fails to complete such restoration within this timeframe, Grantor may complete the restoration and bill Grantee for all actual costs incurred, plus a fifteen percent (15%) administrative fee, which Grantee shall pay within thirty (30) days of invoice. Failure to pay such invoice within the thirty (30) day period shall constitute a material breach of this Easement and shall accrue interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by Florida law, whichever is less.

2. **Indemnification**.

    a. To the fullest extent permitted by law, and in addition to any other obligations of Grantee under this Easement or otherwise, Grantee shall indemnify, hold harmless, and defend Grantor and its respective officers, supervisors, employees, staff, managers, agents, contractors, and subcontractors (together, the "Indemnitees") from and against any and all claims, liabilities, damages, losses, expenses, and costs, including, but not limited to, reasonable attorneys' fees and costs of litigation, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of Grantee, or any employee, agent, contractor, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to construct, install, maintain, operate, or remove the Work, or (iii) any breach of any warranty, representation, covenant, or agreement made by Grantee in this Easement.

    b. To the extent required by Florida law to make the provisions of any indemnification, defense, or hold harmless provision of this Easement enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless, and defense obligation shall not exceed Three Million Dollars ($3,000,000.00) per occurrence and Six Million Dollars ($6,000,000.00) in

the aggregate, the amount of which bears a reasonable commercial relationship to the Easement, the potential risks involved, and the scope of work contemplated herein. In the event that any indemnification, defense, or hold harmless provision of this Easement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

c. Subject to Section 6(a) below and the limitations on Grantor's liability set forth in Section 9, a default by either party under this Easement shall entitle the other party to all remedies available at law or in equity, except that Grantor's liability shall be subject to the limitations of sovereign immunity and Section 768.28, Florida Statutes. In the event that either the Grantor or Grantee is required to enforce this Easement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

3. **Easement Conditions**. The Easement rights granted herein are for the purposes contemplated by this Easement only and are thereby limited to the scope of the Easement granted herein and solely within the Easement Parcel. Grantee and its designated contractors and subcontractors shall use all due care to accomplish their work without damage to the Easement Parcel and surrounding areas. Grantee shall assume responsibility for any and all damage to any real or personal property of the Grantor or any third parties as a direct result of Grantee's or its contractors' use of the Easement Parcel under this Easement. Grantee shall be responsible for returning the Easement Parcel to substantially the same condition that existed immediately prior to the damage should any damage occur. In addition, Grantee shall: (a) provide Grantor and Grantor's District Engineer with complete construction plan sets prior to commencing any construction activity within the Easement Parcel; (b) comply with all applicable federal, state, and local laws, regulations, permits, and approvals in connection with the Work, including without limitation any permits required by St. Johns County; (c) not unreasonably interfere with the use of Shearwater Parkway or Pine Tree Lane by Grantor, residents, or the public, and shall maintain safe traffic flow and pedestrian access at all times, coordinating any temporary lane closures or road restrictions with Grantor's District Manager and District Engineer in advance; and (d) comply with all construction plan requirements as approved by the District Engineer pursuant to Section 6 of the MOU prior to commencing any work within the Easement Parcel.

4. **Property Damage**. Any property damage, including but not limited to landscape and sod replacement, irrigation systems, drainage systems, signage, lighting, fencing, pavement, or any other improvements, caused by the construction of the Work or other activities of the Grantee, its designated contractors or subcontractors, or their respective employees, agents, or subcontractors, shall be repaired within ten (10) business days of notice to the Grantee of such damage (or discovery by Grantor if earlier), except:

   a. for conditions that warrant a faster repair time, i.e., for impacts to utility services such as water, sewer, stormwater, electrical, cable, or internet, or any condition posing a safety hazard, such repair shall be commenced within four (4) hours and completed within forty-eight (48) hours of notice, regardless of day of the week; and
   b. for conditions beyond the Grantee's reasonable control or damage that is not reasonably capable of being cured within a ten (10) business day period, in which case the Grantee will diligently work to complete such repairs promptly.

   If the Grantee fails to commence repairs within the time limits prescribed above, the Grantor may (but shall not have the obligation to) undertake the repairs itself and bill the Grantee for the actual and reasonable costs thereof, plus a fifteen percent (15%) administrative fee. Grantee shall pay such invoice within thirty (30) days of receipt. To secure Grantee's repair and restoration obligations under

this Easement, Grantee shall provide Grantor with an irrevocable letter of credit or performance bond in the amount of Fifty Thousand Dollars ($50,000.00) from a financial institution or surety rated at least A- by A.M. Best or equivalent rating agency and acceptable to Grantor in its reasonable discretion, which letter of credit or bond shall be provided within thirty (30) days of execution of this Easement, shall remain in effect for the duration of this Easement plus six (6) months following any expiration or termination, and may be drawn upon by Grantor to cover repair costs if Grantee fails to timely perform its obligations. The letter of credit or bond shall contain automatic renewal provisions or Grantee shall provide a replacement at least sixty (60) days prior to expiration.

5. **Assignment.** This Easement is in gross and personal to Grantee and may not be assigned or transferred without the prior written approval of Grantor, which consent shall not be unreasonably withheld, conditioned, or delayed, except that Grantee may assign this Easement without Grantor's prior written consent to any entity in which Sam Palli holds a controlling interest and that acquires fee title to the Property at or following closing, provided that: (i) Grantee provides Grantor with written notice of such assignment prior to the effective date thereof; (ii) the assignee assumes in writing all obligations of Grantee under this Easement; and (iii) the assignee provides Grantor with evidence of insurance as required under Section 8 and replacement security as required under Section 4 prior to the effective date of such assignment. Any other purported assignment without prior written Grantor approval shall be void and shall constitute a material breach of this Easement. Notwithstanding the foregoing, Grantee may, without Grantor's consent, designate one or more licensed contractors or subcontractors to exercise access and construction rights under this Easement, provided that Grantee remains primarily liable for such parties' compliance with all terms hereof.

6. **Termination.**

    a. Default. In the event either Party defaults in the performance of any of the material terms of this Easement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Easement which gives rise to the default. The defaulting Party shall have thirty (30) days after receipt of such notice to either (i) cure the default or (ii) if such default is incapable of cure within such thirty (30) day period, commence curing the default within such thirty (30) day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so, the non-defaulting Party may terminate this Easement upon thirty (30) days' written notice. Termination shall not relieve either party of obligations that accrued prior to termination, including but not limited to Grantee's obligations under Sections 1, 2, 3, 4, 7, and 8, which shall survive termination.

    b. Expiration. This Easement shall automatically expire upon the earlier of: (i) substantial completion of all Work within the Easement Parcel, as confirmed in writing by the District Engineer; or (ii) such specific expiration date as may be agreed upon in writing by the parties. For purposes of this Easement, "substantial completion" means the point at which all utility construction activities within the Easement Parcel are complete, all restoration required by Sections 1 and 4 has been performed to the satisfaction of the District Engineer, and written confirmation of the same has been issued by Grantor. Upon expiration, all rights of access and construction granted hereunder shall terminate automatically, and Grantee shall have no further right to access or use the Easement Parcel for construction purposes. Grantee's obligations under Sections 1, 2, 3, 4, 7, and 8 shall survive such expiration.

7. **Restoration Upon Expiration or Termination.** Upon expiration or termination of this Easement, the Grantee shall, within thirty (30) days, complete all restoration required by Sections 1 and 4 hereof and shall remove any temporary staging, equipment, materials, or other items placed by Grantee within the

Easement Parcel that are not part of the permanent utility improvements, restoring the Easement Parcel to substantially the same condition as existed prior to commencement of the Work. Grantee shall promptly repair any damage to the Easement Parcel caused by such restoration activities within thirty (30) days of completion. If Grantee fails to timely complete restoration and removal, Grantor may (i) perform such restoration and removal at Grantee's expense, plus a fifteen percent (15%) administrative fee, or (ii) deem any temporary materials or equipment remaining on the Easement Parcel after such thirty (30) day period as abandoned, with ownership vesting in Grantor "AS IS" and "WHERE IS," provided that Grantee shall remain liable for any environmental contamination, hazardous materials, or safety hazards associated with such abandoned materials, and Grantor reserves the right to require removal and seek damages at any time if such abandoned materials create any hazard or liability.

8. **Insurance.** The Grantee shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than Three Million Dollars ($3,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars ($1,000,000) per accident and in the aggregate. The Grantee will provide the Grantor with a certificate evidencing such insurance prior to commencing any work hereunder and shall add the Trout Creek Community Development District, its supervisors, officers, staff, and agents as additional insured parties on a primary and non-contributory basis. All insurance policies shall contain a waiver of subrogation in favor of Grantor. No certificate shall be acceptable to Grantor unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Grantor. The insurance requirements shall survive termination of this Easement for any claims arising during the term.

9. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of the Grantor's sovereign immunity or the Grantor's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Easement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

10. **Applicable Law, Venue, and Public Records.** This Easement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each Party consents that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for St. Johns County, Florida. In any litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including expert witness fees and costs of investigation. Grantee waives any right to jury trial for any dispute arising under this Easement. Pursuant to Section 119.0701, Florida Statutes, Grantee shall: (a) keep and maintain public records required by Grantor to perform the services under this Easement; (b) upon request from Grantor's custodian of public records, provide Grantor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Easement and following completion thereof; and (d) upon completion of this Easement, transfer, at no cost, to Grantor all public records in possession of Grantee or keep and maintain public records required by Grantor to perform the services. IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS EASEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AT: PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746, (321) 263-0132.

[Signature page to Grant of Easement below]

Executed as of the date first written above.

WITNESSES

GRANTOR:
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____

_____
Print Name

_____

By:_____
Name:
Title: Chairperson, Board of Supervisors

_____
Print Name

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me [__] in person or [__] by online notarization, this ___ day of _____ 2026, by _____, as Chairperson of the TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT. He/she [__] is (personally known to me) or [__] has presented _____(type of identification) as identification and [__] did/[__] did not take an oath.

Witness my hand and official seal.

_____
Notary Public

_____
(Print Name)

My commission expires: _____

WITNESSES

GRANTEE:
SASH PROPERTIES LLC

_____

_____
Print Name

_____ By:_____
Name:
Title:

_____
Print Name

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me [__] in person or [__] by online notarization, this ___ day of _____ 2026, by _____, as _____ of SASH Properties LLC, a Florida limited liability company, who acknowledged that he/she is authorized to execute this instrument on behalf of the company. He/she [__] is (personally known to me) or [__] has presented _____(type of identification) as identification and [__] did/[__] did not take an oath.

Witness my hand and official seal.

_____
Notary Public

_____
(Print Name)

My commission expires: _____

Composite Exhibit A

Return to Agenda Pg. 2

EXHIBIT 9

EXHIBIT 10

VGlobalTech
636 Fanning Drive
Winter Springs, FL 32708 US
contact@vglobaltech.com
www.vglobaltech.com

Estimate

ADDRESS
Trout Creek CDD
3434 Colwell Ave, Suite 200
Tampa, FL 33614 United States

ESTIMATE # 1086
DATE 04/13/2026
EXPIRATION DATE 04/30/2027

ADDENDUM
Social Media and Analytics

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Social Media:Google MyBusiness Integration and Updates Ensure verified Google business account setup with proper address and integration with website. Monitor google reviews and reply to all reviews professionally. Ensure outreach and posts to business account to increase organic (no ads creations) SEO and improved online presence.	1	250.00	250.00
	Google Analytics Site Usage Report Setup CDD account in Google Analytics (GA) Embed GA script and tracking tag on the website Setup metrics that the customer wants to receive Schedule automated scheduled (weekly / monthly) reports on traffic, usage etc Add user emails that can receive the site usage analytics reports regularly	1	275.00	275.00
	Social Media Integration Integrate website with any top social media 3 platforms like (Facebook, Instagram, X, LinkedIn, YouTube, Yelp) as per customer needs. * Social media	1	550.00	550.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	accounts will need to be created by VGT team with a consistent look and feel and a professional online presence.			

TOTAL **$1,075.00**

Accepted By

Accepted Date

Return to Agenda Pg. 2

EXHIBIT 11

MINUTES OF MEETING

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

The Workshop of the Board of Supervisors of the Trout Creek Community Development District was held on Tuesday, March 10, 2026 at 10:01 a.m., at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

FIRST ORDER OF BUSINESS – Roll Call

Mr. McGaffney called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Clint Wright	Board Supervisor, Chairman
Heather Loffredo	Board Supervisor, Vice Chairman
Jim Breslin	Board Supervisor, Assistant Secretary
Ronnie Murphy	Board Supervisor, Assistant Secretary
Vincent Sajkowski	Board Supervisor, Assistant Secretary

Also, present were:

Howard McGaffney	District Manager, FCS Management Group
Jennifer Kilinski *(via phone)*	District Counsel, Kilinski | Van Wyk PLLC
Mitchell Zwang *(via phone)*	Kilinski | Van Wyk PLLC
Belynda Tharpe	General Manager, First Service Residential
Jessica Knutelsky	Assistant General Manager, First Service Residential
Patricia Kehr	Accounting Manager, Vesta District Services
Marcelle Scott	Accounts Payable Supervisor, Vesta District Services
Mike Yuro	District Engineer, Yuro & Associates

The following is a summary of the discussions had at the March 10, 2026 Trout Creek CDD Board of Supervisors Workshop. Audio for this meeting is available upon public records request by emailing PublicRecords@vestapropertyservices.com.

SECOND ORDER OF BUSINESS – Discussion Topics

The meeting began with Item G.

A. Exhibit 1: Amenity Expansion Planning

Supervisor Loffredo presented the discussion topic. Discussion ensued regarding potential projects presented by Supervisor Loffredo with District Counsel providing legal input on funding options. The Board agreed to conduct another survey of the residents regarding the potential issuance of a bond to pay for the following improvements to the amenities, construction of a new pool, food and beverage improvements, additional golf cart path improvements, and additional parking.

Supervisor Wright left the meeting at approximately 10:35 a.m. and returned approximately 10:40 a.m.

B. Update & Discussion on Streaming Service

Mr. McGaffney presented the discussion. Discussion ensued. District Staff provided recommendations as well as an update on the current challenges of the streaming service. The Board agreed to continue to work with Lutt Media on a trial basis and to work towards putting the video recorded meetings on a YouTube account for the District.

The meeting moved back to Item A. and combined Item C. with it, at this time.

C. Community Enhancements & Budget

This item was discussed with Item A.

D. Pond 22b Outflow

Mr. Yuro and Ms. Kilinski provided a brief update with another update to be provided at the next Board meeting after the scheduled meeting with all parties involved after the workshop.

E. Ratification of Requisition CR53 Series 2018

Ms. Kilinski provided a brief update.

F. Current Community Suspension

Ms. Kilinski provided legal input regarding how to handle community suspensions. Discussion ensued among the Board and staff regarding suspensions and penalties for violations at the amenities facilities, and the challenges in identifying who violated the rules, especially when parents share access codes with their children. The Board directed District Counsel to draft a proposed policy change with specific details on suspension lengths for the Boards' review and consideration.

G. Community Towing Ordinance

Ms. Knutelsky presented the discussion topic. Discussion ensued regarding the need to update the towing policy and enforcement of the procedures for the community. District Counsel provided input noting the need for proper signage and the notice requirements before updated towing measures could be implemented. They also clarified that the signs must be placed at entrances and exits, as well as every 25-feet in other areas for specific reasons, to allow for district-wide towing without individual notice to vehicle owners. Ms. Knutelsky noted that the signs provided by ASAP Towing would not cost the district, and that she would confirm this. The Board agreed to update the towing policy and the map, and to schedule a public hearing for the May meeting.

The meeting moved back to Item B., at this time.

H. Pool Heating

This item was discussed during Item A.

I. Night Swimming

This item was discussed during Item A.

J. Changing the April and May Workshop Dates:

Mr. McGaffney provided a brief explanation for the change request. Discussion ensued. The Board agreed to keep the workshop on its originally scheduled date for April, and agreed to set the budget workshop for Monday, May 11th at 10:00 a.m.

1. Monday, April 13th at 10:00 a.m.
2. Monday, May 11th at 10:00 a.m.

THIRD ORDER OF BUSINESS – Supervisors' Requests

There being no Supervisors' requests, the next item followed.

Ms. Tharpe and Ms. Knutelsky noted that the General Manager should be given an opportunity to provide operations updates to the Board at workshops. They presented a visual document of

amenity center physical assets that was provided at no cost to the District, which helps document the current assets of the Amenity Center.

Mr. McGaffney introduced Patricia Kehr, Accounting Manager, and Marcelle Scott, Accounts Payable Supervisor, to the Board and provided them with a moment to introduce themselves as well.

FOURTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda *(limited to 3 minutes per individual)*

Residents asked questions and provided comments on the parking and towing policies, amenity expansion items that were discussed, and the principal and interest payments.

FIFTH ORDER OF BUSINESS – Next Meeting Quorum Check: March 26 at 6:00 PM

SIXTH ORDER OF BUSINESS – Adjournment

Mr. McGaffney asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Wright made a motion to adjourn the meeting.

On a MOTION by Mr. Wright, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board adjourned the meeting at 12:00 p.m. for the Trout Creek Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on <u>April 23, 2026</u>.

Signature	**Signature**
Printed Name	**Printed Name**
Title: □ **Secretary** □ **Assistant Secretary**	**Title:** □ **Chairman** □ **Vice Chairman**

Return to Agenda Pg. 2

EXHIBIT 12

MINUTES OF MEETING

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Trout Creek Community Development District was held on Thursday, March 26, 2026 at 6:00 p.m., at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

FIRST ORDER OF BUSINESS – Roll Call

Mr. McGaffney called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Clint Wright	Board Supervisor, Chairman
Heather Loffredo	Board Supervisor, Vice Chairman
Jim Breslin	Board Supervisor, Assistant Secretary
Ronnie Murphy	Board Supervisor, Assistant Secretary
Vincent Sajkowski	Board Supervisor, Assistant Secretary

Also, present were:

Howard McGaffney	District Manager, Vesta District Services
Jennifer Kilinski *(via phone)*	District Counsel, Kilinski | Van Wyk PLLC
Mitchell Zwang *(via phone)*	Kilinski | Van Wyk PLLC
Belynda Tharpe	General Manager, First Service Residential
Jessica Knutelsky	Assistant General Manager, First Service Residential

The following is a summary of the discussions and actions taken at the March 26, 2026 Trout Creek CDD Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records request by emailing PublicRecords@vestapropertyservices.com.

SECOND ORDER OF BUSINESS – Pledge of Allegiance

Supervisor Wright led all present in reciting the Pledge of Allegiance.

THIRD ORDER OF BUSINESS – Audience Comments – *(limited to 3 minutes per individual for agenda items)*

FOURTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

B. District Engineer – Discussion Topics

1. Outfall Structure Repair Phase 3 – Chair/DE

> On a MOTION by Mr. Wright, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board authorized a final notice be sent to Prosser and Smith regarding repair costs for the outfall structure issue with plans to file a complaint if no payment is received by April, for the Trout Creek Community Development District.

On a MOTION by Mr. Breslin, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the drafting of an agreement with the contractor, as selected by the District Engineer and Chairman, for the outfall structure repairs, at a not-to-exceed of $60,000.00, for the Trout Creek Community Development District.

2. Exhibit 1: Variance Request Policy Updates for Fences with Drainage Easements – DM/DE

   This item was moved to the April workshop.

3. Update on Night Swimming Requirements – DE/GM

C. Landscape Maintenance Services Reports

D. Pond Aquatics Service Reports

E. Exhibit 2: General/Assistant General Manager

1. Exhibit 3: Consideration of Ruppert Landscape Proposals

   These items were moved to the April workshop.

   a. ENH026109326-06 – Falls Park Sod - $15,514.00

   b. ENH026109326-06 – Falls Park Sod - $11,377.00

   c. ENH026109326-16 – Hill Obstructing Plants - $14,852.00 (Podocarpus)/$11,699.00 (Trees & Boulders)/$18,828.00 (Podocarpus & Trees)

2. Exhibit 4: February Hub Café Square Category Sales Report

3. Exhibit 5: February TCCDD Square Category Sales Report

4. Exhibit 6: February Café Square Sunday Category Sales Report

5. Exhibit 7: February Maintenance Report

6. Exhibit 8: February Lifestyle Summary Report

7. Exhibit 9: February Lifestyle P&L Report

F. District Manager

FIFTH ORDER OF BUSINESS – Business Items

A. Exhibit 10: Consideration of VGlobal Website Monthly Maintenance, & ADA & WCAG Quarterly Audits Proposal

On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the VGlobal Website Monthly Maintenance, ADA & WCAG Quarterly Audits proposal, for the Trout Creek Community Development District.

B. Exhibit 11: Consideration of Previously Presented Janitorial Services Proposals

On a MOTION by Mr. Wright, SECODNED by Mr. Sajkowski, WITH ALL IN FAVOR, the Board approved the First Service Residential Janitorial Services proposal, at a not-to-exceed of $33,000.00, and authorized the District Counsel to draft the amendment with the Chairman to have the authority to execute said amendment, for the Trout Creek Community Development District.

1. Exhibit 11A: CAM Resources

2. Exhibit 11B: Elite Amenities

3. Exhibit 11C: eMaids of St. Augustine
4. Exhibit 11D: FirstService Residential

C. Consideration of Rescheduling May 12th Workshop to May 11th (Budget Workshop)

> On a MOTION by Ms. Loffredo, SECONDED by Mr. Wright, WITH ALL IN FAVOR, the Board approved rescheduling the May 12th workshop to May 11th at 10:00 a.m., for the Trout Creek Community Development District.

D. Exhibit 12: Consideration & Adoption of **Resolution 2026-08,** Setting Public Hearing Date for Rule Development for 05/28/2026

> On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board adopted **Resolution 2026-08,** Setting Public Hearing Date for Rule Development for 05/28/2026, for the Trout Creek Community Development District.

1. Exhibit 12A: Amended/Restating Parking/Towing Rules
2. Exhibit 12B: Amended/Restated Rules of Procedure
3. Exhibit 12C: Amended/Restated Amenity Rates/Reservation Fees
    a. Amended/Restated Disciplinary Rule

E. Exhibit 13: Consideration of Spending Authority

> On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the spending authority to be $10,000.00 for the General Manager/Assistant General Manager and $20,000.00 for the District Manager with anything above $20,000.00 requiring both the District Manager and the Chair or Vice Chair's approval, for the Trout Creek Community Development District.

F. Update & Consideration of Ratification of CR53

SIXTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 14: Consideration for Approval – The Minutes of the Board of Supervisor Regular Meeting Held on February 26, 2026

B. Exhibit 15: Ratification of Variance Agreement

> On a MOTION by Ms. Loffredo, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board approved the Consent agenda as presented, for the Trout Creek Community Development District.

SEVENTH ORDER OF BUSINESS – Discussion Topics

A. Update Comcast Proposal

B. Exhibit 16: Videography Agreement

> On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the Litte Media agreement for Videography services with closed captioning, at $350.00 per meeting, for the Trout Creek Community Development District.

C. Pond 29A & 29B

D. Exhibit 17: Ashford Mills Major Modification – Request for Funding Agreement & Coordination with Commercial Owner

> On a MOTION by Ms. Loffredo, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board designated Supervisor Loffredo to work with District Counsel to finalize a memorandum of understanding or an agreement with the commercial property owner regarding access to Shearwater Pkwy. and Pine Tree Ln., including all board-specified conditions, for the Trout Creek Community Development District.

E. Exhibit 18: CR 210-Landscape Replacement by St. Johns County

EIGHTH ORDER OF BUSINESS – Discussion of Security Enhancements*

In accordance with sections 119.071(3)(a) and 286.0113(1), Florida Statutes, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.

A. Security Observation Report-FSR – *Under Separate Cover*

> On a MOTION by Mr. Breslin, SECONDED by Mr. Wright, WITH ALL IN FAVOR, the Board approved the General Manager to carry out security improvements, modifications to equipment, FOB access devices, an amendment to the Vesta Property Services agreement to reduce pool monitoring hours, an amendment to the Security Services agreement to add an addition 10 hours per week for amenity security, with District Counsel to draft the amendments and the Chairman to execute the amendments, for the Trout Creek Community Development District.

NINTH ORDER OF BUSINESS – Supervisors' Requests

TENTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda *(limited to 3 minutes per individual)*

ELEVENTH ORDER OF BUSINESS – Adjournment

Mr. McGaffney asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Wright made a motion to adjourn the meeting.

> On a MOTION by Mr. Wright, SECONDED by Ms. Sajkowski, WITH ALL IN FAVOR, the Board adjourned the meeting at 9:30 p.m. for the Trout Creek Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on May 7, 2026.

Signature	**Signature**
Printed Name	**Printed Name**
Title: □ **Secretary** □ **Assistant Secretary**	**Title:** □ **Chairman** □ **Vice Chairman**

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EXHIBIT 13

Trout Creek
Community Development District

Financial Statements - Unaudited

February 28, 2026

Trout Creek CDD
Balance Sheet
February 28, 2026

		General Fund	Reserve Fund	Debt Service 2018	Debt Service 2020	Debt Service 2022	Debt Service 2025	A & C	Total
1	**ASSETS**								
2	Operating Account - South State	5,354,227	-	-	-	-	-	-	5,354,227
3	Reserve Account - South State	-	657,015	-	-	-	-	-	657,015
4	Kayak Account - South State	67,784	-	-	-	-	-	-	67,784
5	Custody Account - South State	-	-	-	-	-	-	-	-
6	Fixed Assets	-	-	-	-	-	-	-	-
7	Investments:								
8	Revenue Trust Fund			446,117	119,637	111,193	318,481		995,428
9	Interest Fund			-	56	59	4,963		5,078
10	Prepayment Fund			-	41	-	-		41
11	Rebate Fund			-	-	-	-		-
12	Sinking Fund			-	29	-	-		29
13	Reserve Fund			408,569	241,391	210,638	-		860,597
14	Construction Fund							26,453	26,453
15	Cost of Issuance							5,958	5,958
16	Accounts Receivable	-	-	-	-	-	-	15,214	15,214
17	Assessments Receivable - On Roll	79,110	-	15,228	4,511	4,062	22,233	-	125,144
18	Due from Other Funds	37,629	-	593,993	175,939	158,426	868,097	-	1,834,084
19	Prepaid Items	14,646	-	-	-	-	-	-	14,646
20	Depoosits	8,604	-	-	-	-	-	-	8,604
21	**TOTAL ASSETS**	**5,562,000**	**657,015**	**1,463,907**	**541,604**	**484,378**	**1,213,774**	**47,625**	**9,970,303**
22	**LIABILITIES**								
23	Accounts Payable	$ 53,988	$ -	$ -	$ -	$ -	$ -	$ -	$ 53,988
24	Accrued Expenses	-	-	-	-	-	-	-	-
25	Rental Deposits Payable	2,524	-	-	-	-	-	-	2,524
26	Sales Tax Payable	1,737	-	-	-	-	-	-	1,737
27	Due to Other Funds	1,796,455	37,629	-	-	-	-	-	1,834,084
28	Retainage Payable	-	-	-	-	-	-	15,214	15,214
29	Deferred Revenue - On Roll	79,110	-	15,228	4,511	4,062	22,233	-	125,144
30	**TOTAL LIABILITIES**	1,933,814	37,629	15,228	4,511	4,062	22,233	15,214	2,032,691
31	**Fund Balance:**								
32	Nonspendable	23,250	-	-	-	-	-	-	23,250
33	Assigned	-	-						-
34	Committed	1,796,455	-						1,796,455
35	Restricted	-	-	1,448,678	537,093	480,316	1,191,541	32,411	7,914,361
36	Unassigned	1,808,480	619,386						-
37	**TOTAL FUND BALANCE**	3,628,186	619,386	1,448,678	537,093	480,316	1,191,541	32,411	9,734,067
38	**TOTAL LIABILITIES & FUND BALANCE**	**$ 5,562,000**	**$ 657,015**	**$ 1,463,907**	**$ 541,604**	**$ 484,378**	**$ 1,213,774**	**$ 47,625**	**$ 11,766,758**

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through February 28, 2026

		FY2026 Adopted Budget	Year-to-Date Budget thru 02/28/26	FY2026 Actual Year-to-Date
1	**REVENUES**			
2	Special Assessments - On Roll	$ 3,809,678	3,428,710	$ 3,778,434
3	Special Assessments - Off Roll	8,631	7,768	8,636
4	Interest	25,000	10,417	15,051
5	HOA Capital Transfer	110,000	45,833	97,300
6	Activity Fees	20,000	8,333	6,108
7	Café Revenues	35,000	14,583	6,854
8	Facilities Rentals	40,000	16,667	23,225
9	HOA Reimbursement	45,000	18,750	-
10	Insurance Proceeds	-	-	2,000
11	Misc. Revenues	-	-	49,266
12	Special Events Revenues	40,000	16,667	4,023
13	**TOTAL REVENUES**	**$ 4,133,309**	**$ 3,567,728**	**$ 3,990,898**
14	**EXPENDITURES**			
15	**Administrative:**			
16	Supervisors Fees	24,000	10,000	9,800
17	Accounting Services	22,362	9,318	11,318
18	Administrative Services	5,512	2,297	10,297
19	Arbitrage Rebate Calculation	1,800	750	-
20	Assessment Roll	5,966	2,486	5,966
21	Auditing Services	4,100	1,708	-
22	Disclosure Report	8,000	3,333	3,333
23	District Engineer	40,000	16,667	14,125
24	District Management	22,122	9,218	9,218
25	Dues, Licenses & Fees	175	73	546
26	Financial & Revenue Collections	5,682	2,368	2,368
27	Legal Advertising	3,500	1,458	479
28	Miscellaneous Fees	1,200	500	655
29	Public Officials Liability Insurance	3,600	1,500	2,089
30	Trustee Fees	15,000	6,250	10,033
31	Website Hosting, Maintenance & Backup	3,700	1,542	1,825
32	District Counsel	150,000	62,500	31,848
33	Litigation/Mediation	-	-	7,532
34	**Total Administrative**	**316,719**	**131,966**	**121,431**
35	**Field Operations:**			
36	Law Enforcement:			
37	Security	62,000	25,833	25,356
38	Total Law Enforcement	62,000	25,833	25,356
39	Utilities:			
40	Electric - Recreation Facilities	56,000	23,333	18,981

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through February 28, 2026

		FY2026 Adopted Budget	Year-to-Date Budget thru 02/28/26	FY2026 Actual Year-to-Date
41	Electric - Streetlights	62,000	25,833	30,260
42	Utility Services - Meters	12,000	5,000	4,436
43	Gas Utilitiy Services	17,000	7,083	671
44	Garbage/Solid Waste	15,000	6,250	7,113
45	Reclaimed Water	445,000	185,417	110,228
46	Water-Sewer Recreational Facilities	18,375	7,656	4,787
47	Total Utilities	625,375	260,573	176,476
48	Stormwater Control:			
49	Aquatic Maintenance	55,000	22,917	20,959
50	Stormwater System Maintenance	3,500	1,458	-
51	Total Stormwater Control	58,500	24,375	20,959
52	Other Physical Environment:			
53	Common Area Pine Straw Mulch	140,000	58,333	63,745
54	Entry & Wall Maintenance & Repair	2,500	1,042	-
55	General Liability & Property Insurance	112,928	47,053	45,081
56	Holiday Decorations	7,500	3,125	2,490
57	Irrigation Repair	35,000	14,583	17,962
58	Landscape & Irrigation Maintenance	1,070,000	445,833	396,534
59	Landscape Replacements	70,000	29,167	23,838
60	Miscellaneous Expenses	20,000	8,333	35,034
61	Total Other Physical Environment	1,457,928	607,470	584,684
62	Road & Street Facilities:			
63	Amenity Lighting Repairs	5,000	2,083	-
64	Total Road & Street Facilities	5,000	2,083	-
65	Parks & Recreation			
66	Access Control Maintenance & Repair	10,000	4,167	3,460
67	Janitorial Service	25,000	10,417	7,700
68	Amenity Maintenance & Repair	75,000	31,250	54,508
69	Amenity Management Service Contracts	23,244	9,685	9,685
70	Café Materials	25,000	10,417	2,084
71	Janitorial Supplies	12,000	5,000	9,600
72	Community Gardens Maintenance & Supplies	500	208	34
73	Dog Waste Station Supplies	750	313	87
74	Employee - Amenity Staff	905,000	377,083	267,503
75	Fitness Equipment Lease	37,560	15,650	16,271
76	Fitness Equipment Maintenance/Repairs	4,000	1,667	2,470
77	Licenses, Fees & Permits	16,000	6,667	5,796
78	Lifeguard/Pool Monitors	185,733	77,389	2,560
79	Office Supplies	10,800	4,500	1,585
80	Operating Supplies	7,200	3,000	7,962

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through February 28, 2026

		FY2026 Adopted Budget	Year-to-Date Budget thru 02/28/26	FY2026 Actual Year-to-Date
81	Pest Control/Termite Bond	3,000	1,250	955
82	Pool Chemicals	59,000	24,583	58,682
83	Pool Maintenance Contract	35,000	14,583	14,588
84	Security System Monitoring & Maintenance	4,000	1,667	6,533
85	Telephone, Internet, Cable	15,000	6,250	4,119
86	Tennis Court Programs & Maint & Supplies	5,000	2,083	157
87	Training & Education	5,400	2,250	1,891
88	Uniforms	2,000	833	525
90	Wildlife Management	1,500	625	442
91	Total Parks & Recreation	1,467,687	611,536	479,197
92	Special Events:			
93	Shuttle Service	15,100	6,292	5,400
94	Special Events	75,000	31,250	50,072
95	Total Special Events	90,100	37,542	55,472
95	Contingency:			
96	Miscellaneous Contingency	50,000	20,833	53,215
97	Total Contingency	50,000	20,833	53,215
98	**Total Field Operations**	**3,816,590**	**1,590,246**	**1,395,360**
99	**Total Expenditures**	**$ 4,133,309**	**$ 1,722,212**	**$ 1,516,790**
100	**Excess of Revenue Over/(Under) Expenditures**	-	1,845,516	2,474,107
101	**Other Funding Sources/(Uses)**			
102	Transfers In	-	-	947,293
103	Transfers Out	-	-	-
104	**Total Other Funding Sources/(Uses)**	**-**	**-**	**947,293**
105	**Net Change in Fund Balance**	-	1,845,516	3,421,401
106	Fund Balance - Beginning			206,785
107	**Fund Balance - Ending**	**$ -**	**$ 1,845,516**	**$ 3,628,186**

Trout Creek CDD
Reserve Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through February 28, 2026

		FY2026 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 425,000	$ 425,000	$ -	100.00%
3	Interest	40,000	7,478	(32,522)	18.69%
4	**TOTAL REVENUES**	**465,000**	**432,478**	**(32,522)**	**93.01%**
5	**EXPENDITURES**				
6	Capital Outlay	465000	77479.15	(387,521)	16.66%
7	**TOTAL EXPENDITURES**	465,000	77,479	(387,521)	0
8	**Revenues Over/(Under) Expenditures**	-	354,999	354,999	
9	**OTHER FINANCING SOURCES/(USES)**				
10	Transfers In		-	-	
11	Transfers Out		427,022	427,022	
12	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	(427,022)	(427,022)	
13	**FUND BALANCE BEGINNING**	-	691,409	691,409	
14	**Net Changes in fund balance**	-	(72,023)	(72,023)	
15	**FUND BALANCE, ENDING**	$ -	$ 619,386	$ 619,386	

Trout Creek CDD
Debt Service 2018
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through February 28, 2026

		FY2026 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 815,146	$ 809,132	$ (6,014)	99.26%
3	Interest	-	18,026	18,026	
4	**TOTAL REVENUES**	**815,146**	**827,158**	**12,013**	**101.47%**
5	**EXPENDITURES**				
6	Interest Expense				
7	May 1, 2026	294,553	-	(294,553)	0.00%
8	November 1, 2025	294,553	294,691	138	100.05%
9	Prinicpal Payment				
	May 1, 2026	230,000	5,000	(225,000)	2.17%
10	**TOTAL EXPENDITURES**	819,106	299,691	(519,415)	36.59%
11	**Revenues Over/(Under) Expenditures**	(3,960)	527,468	531,428	-13319.26%
12	**OTHER FINANCING SOURCES/(USES)**				
13	Transfers In		-	-	
14	Transfers Out		408,569	408,569	
15	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	(408,569)	(408,569)	
16	**FUND BALANCE BEGINNING**	-	1,329,779	1,329,779	
17	**Net Changes in fund balance**	(3,960)	118,899	122,859	
18	**FUND BALANCE, ENDING**	**$ (3,960)**	**$ 1,448,678**	**$ 1,452,639**	

Trout Creek CDD
Debt Service 2020
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through February 28, 2026

		FY2026 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 241,444	$ 239,663	$ (1,781)	99.26%
3	Interest	-	5,262	5,262	
4	**TOTAL REVENUES**	**241,444**	**244,924**	**3,480**	**101.44%**
5	**EXPENDITURES**				
6	Interest Expense				
7	May 1, 2026	73,425	-	(73,425)	0.00%
8	November 1, 2025	74,938	74,938	(1)	
9	Prinicpal Payment				
	May 1, 2026	90,000	-	(90,000)	0.00%
10	**TOTAL EXPENDITURES**	238,363	74,938	(163,426)	31.44%
11	**Revenues Over/(Under) Expenditures**	3,081	169,987	166,906	5517.11%
12	**OTHER FINANCING SOURCES/(USES)**				
13	Transfers In		-	-	
14	Transfers Out		-	-	
15	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	-	-	
16	**FUND BALANCE BEGINNING**	-	367,106	367,106	
17	**Net Changes in fund balance**	3,081	169,987	166,906	
18	**FUND BALANCE, ENDING**	**$ 3,081**	**$ 537,093**	**$ 534,012**	

Trout Creek CDD
Debt Service 2022
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through February 28, 2026

		FY2025 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 217,410	$ 215,806	$ (1,604)	99.26%
3	Interest	-	4,700	4,700	
4	**TOTAL REVENUES**	**217,410**	**220,506**	**3,096**	**101.42%**
5	**EXPENDITURES**				
6	Interest Expense				
7	May 1, 2026	129,396	-	(129,396)	0.00%
8	November 1, 2025	78,208	79,396	1,188	101.52%
9	Prinicpal Payment				
	May 1, 2026	50,000	-	(50,000)	0.00%
10	**TOTAL EXPENDITURES**	257,604	79,396	(178,208)	30.82%
11	**Revenues Over/(Under) Expenditures**	(40,194)	141,110	181,304	-351.08%
12	**OTHER FINANCING SOURCES/(USES)**				
13	Transfers In		-	-	
14	Transfers Out		-	-	
15	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	-	-	
16	**FUND BALANCE BEGINNING**	-	339,206	339,206	
17	**Net Changes in fund balance**	(40,194)	141,110	181,304	
18	**FUND BALANCE, ENDING**	**$ (40,194)**	**$ 480,316**	**$ 520,510**	

Trout Creek CDD
Debt Service 2025
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through February 28, 2026

		FY2025 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 1,192,288	$ 1,182,507	$ (9,780)	99.18%
3	Interest	-	7,904	7,904	
4	**TOTAL REVENUES**	**1,192,288**	**1,190,411**	**(1,876)**	**99.84%**
5	**EXPENDITURES**				
6	Interest Expense				
7	May 1, 2026	340,906	-	(340,906)	0.00%
8	November 1, 2025	329,906	299,284	(30,622)	
9	Prinicpal Payment				
	May 1, 2026	520,000	-	(520,000)	0.00%
10	**TOTAL EXPENDITURES**	1,190,812	299,284	(891,528)	25.13%
11	**Revenues Over/(Under) Expenditures**	1,476	891,128	889,652	60390.86%
12	**OTHER FINANCING SOURCES/(USES)**				
13	Transfers In		-	-	
14	Transfers Out		520,271	520,271	
15	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	(520,271)	(520,271)	
16	**FUND BALANCE BEGINNING**	-	820,685	820,685	
17	**Net Changes in fund balance**	1,476	370,856	369,381	
18	**FUND BALANCE, ENDING**	**$ 1,476**	**$ 1,191,541**	**$ 1,190,065**	

Trout Creek CDD
Acquisition & Construction Funds
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through February 28, 2026

		Acq & Const 2018	Acq & Const 2020	Acq & Const 2022	Acq & Const 2025	Total Acq & Const
1	**REVENUE**					
2	Interest	$ 887	$ -	$ 131	$ 6,538	$ 7,556
3	**TOTAL REVENUE**	**887**	**-**	**131**	**6,538**	**7,556**
4	**EXPENDITURES**					
5	Construction in Progress	-	414,178	-	408,215	822,394
6	**TOTAL EXPENDITURES**	**-**	**414,178**	**-**	**408,215**	**822,394**
7	**REVENUES OVER/(UNDER) EXPENDITURES**	887	(414,178)	131	(401,677)	(814,838)
8	**OTHER FINANCING SOURCES/(USES)**					
9	Transfers In	408,569	-	-	-	408,569
10	Transfers Out	-	-	-	-	-
11	**TOTAL OTHER FINANCING SOURCES/(USES)**	408,569	-	-	-	408,569
12	**FUND BALANCE BEGINNING (OCT 1, 2024)**	5,538	-	8,547	424,595	438,680
13	**NET CHANGES IN FUND BALANCE**	409,455	(414,178)	131	(401,677)	(406,269)
14	**FUND BALANCE, ENDING**	$ 414,993	$ (414,178)	$ 8,678	$ 22,918	$ 32,411

Trout Creek CDD
Cash and Investment Report
February 28, 2026

GENERAL FUND

Account Name	Bank Name	Yield	Balance
Operating Account	South State	0.00%	$ 5,354,227
Money Market	South State	0.00%	657,015
Kayak	South State	0.00%	67,784
		Total GF	$ 6,079,025

DEBT SERVICE FUND

Account Name	Bank Name	Yield	Balance
2018 Revenue Trust Fund		3.55%	$ 446,117
2018 Reserve Fund		3.55%	408,569
		Subtotal DS 2018	$ 446,117
2020 Revenue Trust Fund		3.55%	$ 119,637
2020 Interest Fund		3.55%	56
2020 Prepayment		3.55%	41
2020 Sinking Fund		3.55%	29
2020 Reserve Fund		3.55%	241,391
		Subtotal DS 2020	$ 119,764
2022 Revenue Trust Fund		3.55%	$ 111,193
2022 Interest Fund		3.55%	59
2022 Reserve Fund		3.55%	210,638
		Suntotal DS 2022	$ 111,253
2025 Revenue Trust Fund		3.55%	$ 318,481
2025 Interest Fund		3.55%	4,963
		Subtotal DS 2025	$ 323,444
		Total DS	$ 1,000,577
		Total All Funds	**$ 7,079,602**

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EXHIBIT 14

Trout Creek
Community Development District

Financial Statements - Unaudited

March 31, 2026

Trout Creek CDD
Balance Sheet
March 31, 2026

		General Fund	Reserve Fund	Debt Service 2018	Debt Service 2020	Debt Service 2022	Debt Service 2025	A & C	Total
1	**ASSETS**								
2	Operating Account - South State	$ 5,293,613	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,293,613
3	Reserve Account - South State	-	476,606	-	-	-	-	-	476,606
4	Kayak Account - South State	78,979	-	-	-	-	-	-	78,979
5	Investments:								
6	Revenue Trust Fund			450,041	122,961	112,115	319,594		1,004,712
7	Interest Fund			-	56	60	4,976		5,092
8	Prepayment Fund			-	41	-	-		41
9	Rebate Fund			-	-	-	-		-
10	Sinking Fund			-	29	-	-		29
11	Reserve Fund			407,141	239,100	210,638	-		856,879
12	Construction Fund							27,668	27,668
13	Cost of Issuance							5,974	5,974
14	Accounts Receivable	-	-	-	-	-	-	15,214	15,214
15	Assessments Receivable - On Roll	48,890	-	9,409	2,788	2,510	13,732	-	77,328
16	Due from Other Funds	37,165	-	599,812	177,662	159,977	876,599	-	1,851,215
17	Prepaid Items	14,646	-	-	-	-	-	-	14,646
18	Deposits	8,604	-	-	-	-	-	-	8,604
19	**TOTAL ASSETS**	**5,481,897**	**476,606**	**1,466,403**	**542,638**	**485,300**	**1,214,901**	**48,856**	**9,716,600**
20	**LIABILITIES**								
21	Accounts Payable	81,258	-	-	-	-	-	-	81,258
22	Accrued Expenses	-	-	-	-	-	-	-	-
23	Rental Deposits Payable	459	-	-	-	-	-	-	459
24	Sales Tax Payable	809	-	-	-	-	-	-	809
25	Due to Other Funds	1,814,050	37,165	-	-	-	-	-	1,851,215
26	Retainage Payable	-	-	-	-	-	-	15,214	15,214
27	Deferred Revenue - On Roll	48,890	-	9,409	2,788	2,510	13,732	-	77,328
28	**TOTAL LIABILITIES**	1,945,465	37,165	9,409	2,788	2,510	13,732	15,214	2,026,283
29	**Fund Balance:**								
30	Nonspendable	23,250	-	-	-	-	-	-	23,250
31	Assigned	-	-						-
32	Committed	1,814,050							
32	Restricted	-	-	1,456,994	539,850	482,789	1,201,170	33,642	7,667,067
33	Unassigned	1,699,131	439,441						-
34	**TOTAL FUND BALANCE**	3,536,431	439,441	1,456,994	539,850	482,789	1,201,170	33,642	7,690,318
35	**TOTAL LIABILITIES & FUND BALANCE**	**$ 5,481,897**	**$ 476,606**	**$ 1,466,403**	**$ 542,638**	**$ 485,300**	**$ 1,214,901**	**$ 48,856**	**$ 9,716,600**

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through March 31, 2026

		FY2026 Adopted Budget	Year-to-Date Budget thru 03/31/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 03/31/26
1	**REVENUES**				
2	Special Assessments - On Roll	$ 3,809,678	3,771,581	$ 3,808,654	$ 37,073
3	Special Assessments - Off Roll	8,631	8,545	8,636	91
4	Interest	25,000	12,500	17,526	5,026
5	HOA Capital Transfer	110,000	55,000	97,300	42,300
6	Activity Fees	20,000	10,000	8,197	(1,803)
7	Café Revenues	35,000	17,500	11,303	(6,197)
8	Facilities Rentals	40,000	20,000	30,544	10,544
9	HOA Reimbursement	45,000	22,500	-	(22,500)
10	Insurance Proceeds	-	-	2,000	2,000
11	Misc. Revenues	-	-	51,612	51,612
12	Special Events Revenues	40,000	20,000	4,095	(15,905)
13	**TOTAL REVENUES**	**$ 4,133,309**	**$ 3,937,626**	**$ 4,039,867**	**$ 102,241**
14	**EXPENDITURES**				
15	**Administrative:**				
16	Supervisors Fees	24,000	12,000	12,800	800
17	Accounting Services	22,362	11,181	13,318	2,137
18	Administrative Services	5,512	2,756	4,297	1,541
19	Arbitrage Rebate Calculation	1,800	900	-	(900)
20	Assessment Roll	5,966	2,983	6,823	3,840
21	Auditing Services	4,100	2,050	-	(2,050)
22	Disclosure Report	8,000	4,000	10,333	6,333
23	District Engineer	40,000	20,000	17,085	(2,915)
24	District Management	22,122	11,061	18,218	7,157
25	Dues, Licenses & Fees	175	88	546	459
26	Financial & Revenue Collections	5,682	2,841	2,368	(474)
27	Legal Advertising	3,500	1,750	479	(1,271)
28	Miscellaneous Fees	1,200	600	1,036	436
29	Public Officials Liability Insurance	3,600	1,800	2,089	289
30	Trustee Fees	15,000	7,500	10,033	2,533
31	Website Hosting, Maintenance & Backup	3,700	1,850	2,175	325
32	District Counsel	150,000	75,000	52,792	(22,208)
33	Litigation/Mediation	-	-	8,683	8,683
34	**Total Administrative**	**316,719**	**158,360**	**163,074**	**(3,968)**
35	**Field Operations:**				
36	Law Enforcement:				
37	Security	62,000	31,000	25,356	(5,644)
38	Total Law Enforcement	62,000	31,000	25,356	(5,644)
39	Utilities:				
40	Electric - Recreation Facilities	56,000	28,000	24,875	(3,125)
41	Electric - Streetlights	62,000	31,000	36,779	5,779
42	Utility Services - Meters	12,000	6,000	5,466	(534)
43	Gas Utilitiy Services	17,000	8,500	864	(7,636)

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through March 31, 2026

		FY2026 Adopted Budget	Year-to-Date Budget thru 03/31/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 03/31/26
44	Garbage/Solid Waste	15,000	7,500	8,335	835
45	Reclaimed Water	445,000	222,500	110,228	(112,272)
46	Water-Sewer Recreational Facilities	18,375	9,188	13,482	4,295
47	Total Utilities	625,375	312,688	200,030	(112,658)
48	Stormwater Control:				
49	Aquatic Maintenance	55,000	27,500	21,206	(6,294)
50	Stormwater System Maintenance	3,500	1,750	-	(1,750)
51	Total Stormwater Control	58,500	29,250	21,206	(8,044)
52	Other Physical Environment:				
53	Common Area Pine Straw Mulch	140,000	70,000	79,537	9,537
54	Entry & Wall Maintenance & Repair	2,500	1,250	-	(1,250)
55	General Liability & Property Insurance	112,928	56,464	53,359	(3,105)
56	Holiday Decorations	7,500	3,750	2,490	(1,260)
57	Irrigation Repair	35,000	17,500	17,962	462
58	Landscape & Irrigation Maintenance	1,070,000	535,000	396,534	(138,466)
59	Landscape Replacements	70,000	35,000	37,762	2,762
60	Miscellaneous Expenses	20,000	10,000	35,034	25,034
61	Total Other Physical Environment	1,457,928	728,964	622,679	(106,285)
62	Road & Street Facilities:				
63	Amenity Lighting Repairs	5,000	2,500	-	(2,500)
64	Total Road & Street Facilities	5,000	2,500	-	(2,500)
65	Parks & Recreation				
66	Access Control Maintenance & Repair	10,000	5,000	3,460	(1,540)
67	Janitorial Service	25,000	12,500	7,700	(4,800)
68	Amenity Maintenance & Repair	75,000	37,500	72,907	35,407
69	Amenity Management Service Contracts	23,244	11,622	9,685	(1,937)
70	Café Materials	25,000	12,500	2,921	(9,579)
71	Janitorial Supplies	12,000	6,000	9,600	3,600
72	Community Gardens Maintenance & Supplies	500	250	34	(216)
73	Dog Waste Station Supplies	750	375	87	(288)
74	Employee - Amenity Staff	905,000	452,500	267,503	(184,997)
75	Fitness Equipment Lease	37,560	18,780	16,271	(2,509)
76	Fitness Equipment Maintenance/Repairs	4,000	2,000	2,470	470
77	Licenses, Fees & Permits	16,000	8,000	6,006	(1,994)
78	Lifeguard/Pool Monitors	185,733	92,867	2,560	(90,307)
79	Office Supplies	10,800	5,400	1,585	(3,815)
80	Operating Supplies	7,200	3,600	8,190	4,590
81	Pest Control/Termite Bond	3,000	1,500	955	(545)
82	Pool Chemicals	59,000	29,500	58,682	29,182
83	Pool Maintenance Contract	35,000	17,500	17,388	(112)
84	Security System Monitoring & Maintenance	4,000	2,000	7,302	5,302
85	Telephone, Internet, Cable	15,000	7,500	4,614	(2,886)
86	Tennis Court Programs & Maint & Supplies	5,000	2,500	2,729	229
87	Training & Education	5,400	2,700	1,891	(809)

Trout Creek CDD
General Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through March 31, 2026

		FY2026 Adopted Budget	Year-to-Date Budget thru 03/31/26	FY2026 Actual Year-to-Date	Over (Under) YTD Budget 03/31/26
88	Uniforms	2,000	1,000	525	(475)
90	Wildlife Management	1,500	750	531	(219)
91	Total Parks & Recreation	1,467,687	733,844	505,596	(228,248)
92	Special Events:				
93	Shuttle Service	15,100	7,550	7,900	350
94	Special Events	75,000	37,500	58,457	20,957
95	Total Special Events	90,100	45,050	66,357	21,307
95	Contingency:				
96	Miscellaneous Contingency	50,000	25,000	53,215	28,215
97	Total Contingency	50,000	25,000	53,215	28,215
98	**Total Field Operations**	**3,816,590**	**1,908,295**	**1,494,440**	**(413,855)**
99	**Total Expenditures**	**$ 4,133,309**	**$ 2,066,655**	**$ 1,657,514**	**$ (417,823)**
100	**Excess of Revenue Over/(Under) Expenditures**	-	1,870,971	2,382,353	520,065
101	**Other Funding Sources/(Uses)**				
102	Transfers In	-	-	947,293	947,293
103	Transfers Out	-	-	-	-
104	**Total Other Funding Sources/(Uses)**	**-**	**-**	**947,293**	**947,293**
105	**Net Change in Fund Balance**	-	1,870,971	3,329,646	1,467,358
106	Fund Balance - Beginning			206,785	206,785
107	**Fund Balance - Ending**	**$ -**	**$ 1,870,971**	**$ 3,536,431**	**$ 1,674,143**

Trout Creek CDD
Reserve Fund
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through March 31, 2026

		FY2026 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 425,000	$ 425,000	$ -	100.00%
3	Interest	40,000	8,324	(31,676)	20.81%
4	**TOTAL REVENUES**	**465,000**	**433,324**	**(31,676)**	**93.19%**
5	**EXPENDITURES**				
6	Capital Outlay	465000	$ 258,271	(206,729)	55.54%
7	**TOTAL EXPENDITURES**	465,000	258,271	(206,729)	1
8	**Revenues Over/(Under) Expenditures**	-	175,053	175,053	
9	**OTHER FINANCING SOURCES/(USES)**				
10	Transfers In		-	-	
11	Transfers Out		427,022	427,022	
12	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	(427,022)	(427,022)	
13	**FUND BALANCE BEGINNING**	-	691,409	691,409	
14	**Net Changes in fund balance**	-	(251,969)	(251,969)	
15	**FUND BALANCE, ENDING**	$ -	$ 439,441	$ 439,441	

Trout Creek CDD
Debt Service 2018
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through March 31, 2026

		FY2026 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 815,146	$ 814,951	$ (195)	99.98%
3	Interest	-	20,523	20,523	
4	**TOTAL REVENUES**	**815,146**	**835,474**	**20,328**	**102.49%**
5	**EXPENDITURES**				
6	Interest Expense				
7	May 1, 2026	294,553	-	(294,553)	0.00%
8	November 1, 2025	294,553	294,691	138	100.05%
9	Prinicpal Payment				
	May 1, 2026	230,000	5,000	(225,000)	2.17%
10	**TOTAL EXPENDITURES**	819,106	299,691	(519,415)	36.59%
11	**Revenues Over/(Under) Expenditures**	(3,960)	535,784	539,744	-13529.24%
12	**OTHER FINANCING SOURCES/(USES)**				
13	Transfers In		-	-	
14	Transfers Out		408,569	408,569	
15	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	(408,569)	(408,569)	
16	**FUND BALANCE BEGINNING**	-	1,329,779	1,329,779	
17	**Net Changes in fund balance**	(3,960)	127,215	131,175	
18	**FUND BALANCE, ENDING**	**$ (3,960)**	**$ 1,456,994**	**$ 1,460,954**	

Trout Creek CDD
Debt Service 2020
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through March 31, 2026

		FY2026 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 241,444	$ 241,386	$ (58)	99.98%
3	Interest	-	6,295	6,295	
4	**TOTAL REVENUES**	**241,444**	**247,681**	**6,237**	**102.58%**
5	**EXPENDITURES**				
6	Interest Expense				
7	May 1, 2026	73,425	-	(73,425)	0.00%
8	November 1, 2025	74,938	74,938	(1)	
9	Prinicpal Payment				
	May 1, 2026	90,000	-	(90,000)	0.00%
10	**TOTAL EXPENDITURES**	238,363	74,938	(163,426)	31.44%
11	**Revenues Over/(Under) Expenditures**	3,081	172,744	169,663	5606.57%
12	**OTHER FINANCING SOURCES/(USES)**				
13	Transfers In		-	-	
14	Transfers Out		-	-	
15	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	-	-	
16	**FUND BALANCE BEGINNING**	-	367,106	367,106	
17	**Net Changes in fund balance**	3,081	172,744	169,663	
18	**FUND BALANCE, ENDING**	**$ 3,081**	**$ 539,850**	**$ 536,769**	

Trout Creek CDD
Debt Service 2022
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through March 31, 2026

		FY2025 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 217,410	$ 217,358	$ (53)	99.98%
3	Interest	-	5,622	5,622	
4	**TOTAL REVENUES**	**217,410**	**222,979**	**5,569**	**102.56%**
5	**EXPENDITURES**				
6	Interest Expense				
7	May 1, 2026	129,396	-	(129,396)	0.00%
8	November 1, 2025	78,208	79,396	1,188	101.52%
9	Prinicpal Payment				
	May 1, 2026	50,000	-	(50,000)	0.00%
10	**TOTAL EXPENDITURES**	257,604	79,396	(178,208)	30.82%
11	**Revenues Over/(Under) Expenditures**	(40,194)	143,584	183,777	-357.23%
12	**OTHER FINANCING SOURCES/(USES)**				
13	Transfers In		-	-	
14	Transfers Out		-	-	
15	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	-	-	
16	**FUND BALANCE BEGINNING**	-	339,206	339,206	
17	**Net Changes in fund balance**	(40,194)	143,584	183,777	
18	**FUND BALANCE, ENDING**	**$ (40,194)**	**$ 482,789**	**$ 522,983**	

Trout Creek CDD
Debt Service 2025
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2024 through March 31, 2026

		FY2025 Adopted Budget	FY2026 Actual Year-to-Date	Over (Under) Annual Budget	% of Budget
1	**REVENUES**				
2	Special Assessments	$ 1,192,288	$ 1,191,009	$ (1,279)	99.89%
3	Interest	-	9,031	9,031	
4	**TOTAL REVENUES**	**1,192,288**	**1,200,040**	**7,752**	**100.65%**
5	**EXPENDITURES**				
6	Interest Expense				
7	May 1, 2026	340,906	-	(340,906)	0.00%
8	November 1, 2025	329,906	299,284	(30,622)	
9	Prinicpal Payment				
	May 1, 2026	520,000	-	(520,000)	0.00%
10	**TOTAL EXPENDITURES**	1,190,812	299,284	(891,528)	25.13%
11	**Revenues Over/(Under) Expenditures**	1,476	900,756	899,280	61043.38%
12	**OTHER FINANCING SOURCES/(USES)**				
13	Transfers In		-	-	
14	Transfers Out		520,271	520,271	
15	**TOTAL OTHER FINANCING SOURCES/(USES)**	-	(520,271)	(520,271)	
16	**FUND BALANCE BEGINNING**	-	820,685	820,685	
17	**Net Changes in fund balance**	1,476	380,485	379,009	
18	**FUND BALANCE, ENDING**	**$ 1,476**	**$ 1,201,170**	**$ 1,199,694**	

Trout Creek CDD
Acquisition & Construction Funds
Statement of Revenue, Expenditures, and Change in Fund Balance
For the period from October 1, 2025 through March 31, 2026

		Acq & Const 2018	Acq & Const 2020	Acq & Const 2022	Acq & Const 2025	Total Acq & Const
1	**REVENUE**					
2	Interest	$ 1,212	$ -	$ 153	$ 7,422	$ 8,787
3	**TOTAL REVENUE**	**1,212**	**-**	**153**	**7,422**	**8,787**
4	**EXPENDITURES**					
5	Construction in Progress	414,178	-	-	408,215	822,394
6	**TOTAL EXPENDITURES**	**414,178**	**-**	**-**	**408,215**	**822,394**
7	**REVENUES OVER/(UNDER) EXPENDITURES**	(412,967)	-	153	(400,793)	(813,607)
8	**OTHER FINANCING SOURCES/(USES)**					
9	Transfers In	408,569	-	-	-	408,569
10	Transfers Out	-	-	-	-	-
11	**TOTAL OTHER FINANCING SOURCES/(USES)**	408,569	-	-	-	408,569
12	**FUND BALANCE BEGINNING (OCT 1, 2025)**	5,538	-	8,547	424,595	438,680
13	**NET CHANGES IN FUND BALANCE**	(4,398)	-	153	(400,793)	(405,038)
14	**FUND BALANCE, ENDING**	$ 1,140	$ -	$ 8,701	$ 23,802	$ 33,642

Trout Creek CDD
Cash and Investment Report
March 31, 2026

GENERAL FUND

Account Name	Bank Name	Yield	Balance
Operating Account	South State	0.00%	$ 5,293,613
Money Market	South State	0.00%	476,606
Kayak	South State	0.00%	78,979
		Total GF	$ 5,849,197

DEBT SERVICE FUNDS

	Account Name	Bank Name	Yield	Balance
2018	Revenue Trust Fund	BNY	3.52%	$ 450,041
2018	Reserve Fund	BNY	3.52%	407,141
			Subtotal DS 2018	$ 450,041
2020	Revenue Trust Fund	BNY	3.52%	$ 122,961
2020	Interest Fund	BNY	3.52%	56
2020	Prepayment	BNY	3.52%	41
2020	Sinking Fund	BNY	3.52%	29
2020	Reserve Fund	BNY	3.52%	239,100
			Subtotal DS 2020	$ 123,088
2022	Revenue Trust Fund	BNY	3.52%	$ 112,115
2022	Interest Fund	BNY	3.52%	60
2022	Reserve Fund	BNY	3.52%	210,638
			Suntotal DS 2022	$ 112,175
2025	Revenue Trust Fund	BNY	3.52%	$ 319,594
2025	Interest Fund	BNY	3.52%	4,976
			Subtotal DS 2025	$ 324,571
			Total DS	$ 1,009,875
			Total All Funds	**$ 6,859,072**

Trout Creek CDD
Check Register
March 31, 2026

Date	Num	Name	Memo	Debit	Credit	Balance
02/28/2026			**Balance Forward**			**3,648,070.97**
03/01/2026	12		To reclassify cash & post due to due froms	1,706,155.68		5,354,226.65
03/02/2026	030226ACH1	TECO	2105 Shearwater Pkwy Jan 07, 2026 - Feb 03, 2026		82.96	5,354,143.69
03/02/2026	030226ACH2	TECO	182 Kayak Way Jan 03, 2026 - Feb 02, 2026		89.27	5,354,054.42
03/02/2026	030226ACH3	AT&T			142.32	5,353,912.10
03/03/2026	030326ACH1	AT&T	3244079257-020826 02/26		193.67	5,353,718.43
03/04/2026	ACH03042026	Harland Clarke	Check order 2HGP05850673500		381.13	5,353,337.30
03/05/2026	030526ACH1	Florida Natural Gas	182 Kayak Way 1/2/26 - 2/2/26		7.28	5,353,330.02
03/05/2026	030526ACH2	Florida Power & Light Company	Electric 6797976187-021226 02/26		31.70	5,353,298.32
03/05/2026	030526ACH3	Florida Power & Light Company	Electric 0360211429-021226 02/26		41.36	5,353,256.96
03/05/2026	030526ACH4	Florida Power & Light Company	Electric 9841159305-021226 02/26		61.75	5,353,195.21
03/05/2026	030526ACH5	Florida Power & Light Company	Electric 3947303305-021226		70.73	5,353,124.48
03/10/2026	031026ACH1	Republic Services	Waste Disposal 3/1/26 - 3/31/26		1,116.68	5,352,007.80
03/10/2026			Deposit	1,152.64		5,353,160.44
03/10/2026			Interest	1,441.22		5,354,601.66
03/13/2026			Deposit	1,034.33		5,355,635.99
03/13/2026			Deposit	249.00		5,355,884.99
03/16/2026			Deposit	47,815.40		5,403,700.39
03/17/2026	031726ACH1	Florida Power & Light Company	31 SEASTAR CT # HOA Feb 4, 2026 to Mar 5, 2026		31.11	5,403,669.28
03/17/2026	031726ACH2	Florida Power & Light Company	133 APPIAN AVE #LGHTS Feb 4, 2026 to Mar 5, 2026		33.21	5,403,636.07
03/17/2026	031726ACH3	Florida Power & Light Company	158 DALTON CIR #LGHTS Feb 4, 2026 to Mar 5, 2026		34.73	5,403,601.34
03/17/2026	031726ACH4	Florida Power & Light Company	1626 SHEARWATER PKWY #IRR Feb 4, 2026 to Mar 5, 2026		37.67	5,403,563.67
03/17/2026	031726ACH5	Florida Power & Light Company	121 KAYAK CLUB DR # LANDSCAPE Feb 4, 2026 to Mar 5, 2026		39.15	5,403,524.52
03/17/2026	031726ACH6	Florida Power & Light Company	79 FALLS DR #LGHTS Feb 4, 2026 to Mar 5, 2026		48.76	5,403,475.76
03/17/2026	031726ACH7	Florida Power & Light Company	435 SHEARWATER PKWY # LANDSCAPE Feb 4, 2026 to Mar 5, 2026		53.97	5,403,421.79
03/17/2026	031726ACH8	Florida Power & Light Company	2105 SHEARWATER PKWY Feb 4, 2026 to Mar 5, 2026		66.05	5,403,355.74
03/17/2026	031726ACH9	Florida Power & Light Company	639 SHEARWATER PKWY # LANDSCAPE Feb 4, 2026 to Mar 5, 2026		74.76	5,403,280.98
03/17/2026	031726ACH10	Florida Power & Light Company	15 SHEARWATER PKWY # SIGN Feb 4, 2026 to Mar 5, 2026		77.75	5,403,203.23
03/17/2026	031726ACH11	Florida Power & Light Company	871 SHEARWATER PKWY # LANDSCAPE Feb 4, 2026 to Mar 5, 2026		81.13	5,403,122.10
03/17/2026	031726ACH12	Florida Power & Light Company	126 KAYAK WAY # AMENITY 1 Feb 4, 2026 to Mar 5, 2026		267.78	5,402,854.32
03/17/2026	031726ACH13	Florida Power & Light Company	275 SHEARWATER PKWY # LANDSCAPE Feb 4, 2026 to Mar 5, 2026		268.94	5,402,585.38
03/17/2026	031726ACH14	Florida Power & Light Company	100 KAYAK WAY # AMENITY 2 Feb 4, 2026 to Mar 5, 2026		622.60	5,401,962.78

Trout Creek CDD
Check Register
March 31, 2026

Date	Num	Name	Memo	Debit	Credit	Balance
03/17/2026	031726ACH15	Florida Power & Light Company	144 KAYAK WAY # AMENITY 3 Feb 4, 2026 to Mar 5, 2026		1,122.05	5,400,840.73
03/17/2026	031726ACH16	Florida Power & Light Company	182 KAYAK WAY # AMENITY 4 Feb 4, 2026 to Mar 5, 2026		3,881.79	5,396,958.94
03/17/2026	031726ACH17	Florida Power & Light Company	100 COUNTY ROAD 210 W Feb 4, 2026 to Mar 5, 2026		6,308.27	5,390,650.67
03/20/2026	3000	Momentum Visuals LLC	AI Videos		500.00	5,390,150.67
03/20/2026	3001	RT Raves LLC	Bin-Glo Event Jan 31, 2026		5,000.00	5,385,150.67
03/20/2026	032026ACH1	AT&T	TV & Internet 2/26/26 - 3/25/26		32.10	5,385,118.57
03/20/2026	032026ACH2	AT&T	TV & Internet 2/26/26 - 3/25/26		32.10	5,385,086.47
03/23/2026	100000	LuttMedia	Invoice: INV0030 (Reference: CDD Meeting Video.)		350.00	5,384,736.47
03/23/2026	100001	Yuro & Associates, LLC	Invoice: 4029 (Reference: Engineering Services Feb 26.)		2,960.00	5,381,776.47
03/23/2026	100002	Progressive Entertainment, Inc.	Invoice: 12810793 (Reference: Spring Fling 2026.)		2,432.00	5,379,344.47
03/23/2026	032326ACH1	Florida Power & Light Company	204 CHALET CT #IRR Feb 6, 2026 to Mar 9, 2026		30.80	5,379,313.67
03/23/2026	032326ACH2	Florida Power & Light Company	315 ROSEMONT DR # IRR Feb 6, 2026 to Mar 9, 2026		34.27	5,379,279.40
03/23/2026	032326ACH3	Florida Power & Light Company	23 CALCUTTA DR # IRR Feb 6, 2026 to Mar 9, 2026		53.09	5,379,226.31
03/23/2026	032326ACH4	Florida Power & Light Company	405 KINGBIRD DR #LF STA Feb 6, 2026 to Mar 9, 2026		85.01	5,379,141.30
03/24/2026	3002	Heather M. Loffredo	BOS Meeting 2/26/26		200.00	5,378,941.30
03/24/2026	3003	James J. Breslin, III	BOS Meeting 2/26/26		200.00	5,378,741.30
03/24/2026	3004	Richard C. Wright	BOS Meeting 2/26/26		200.00	5,378,541.30
03/24/2026	3005	Ronnie Murphy	BOS Meeting 2/26/26		200.00	5,378,341.30
03/24/2026	3006	Vincent J. Sajkowski	BOS Meeting 2/26/26		200.00	5,378,141.30
03/24/2026	3007	Heather M. Loffredo	BOS Meeting 3/10/26		200.00	5,377,941.30
03/24/2026	3008	James J. Breslin, III	BOS Meeting 3/10/26		200.00	5,377,741.30
03/24/2026	3009	Richard C. Wright	BOS Meeting 3/10/26		200.00	5,377,541.30
03/24/2026	3010	Ronnie Murphy	BOS Meeting 3/10/26		200.00	5,377,341.30
03/24/2026	3011	Vincent J. Sajkowski	BOS Meeting 3/10/26		200.00	5,377,141.30
03/25/2026	3012	IPFS Corporation	Final Payment GAA-D81715		8,278.05	5,368,863.25
03/25/2026	3013	Kilinski Van Wyk, PLLC			22,095.53	5,346,767.72
03/25/2026			Deposit	3,013.66		5,349,781.38
03/25/2026	032526ACH1	AT&T	Internet 3/3/26 - 4/2/26		30.00	5,349,751.38
03/26/2026	100003	FCS Management Group, LLC	Invoice: 20260302-02 (Reference: Jan, Feb, Mar 2026.)		9,000.00	5,340,751.38
03/26/2026	100004	Southern Breeze Outdoor Furnishings,	Invoice: 29792 (Reference: Tennis bench.)		2,571.70	5,338,179.68
03/26/2026	100005	Sundancer Sign Graphics	Invoice: 15767 (Reference: Golf cart stop signs.)		2,275.00	5,335,904.68
03/26/2026	032626ACH1	Valley Bank Credit Card	Various Purchases		15,229.36	5,320,675.32

Trout Creek CDD
Check Register
March 31, 2026

Date	Num	Name	Memo	Debit	Credit	Balance
03/30/2026	3014	First Coast Vendor Village			3,875.00	5,316,800.32
03/30/2026	3015	Rizzetta & Company, Inc.	Check #800325 Check returned 01/26 Rizzetta January fees		5,406.50	5,311,393.82
03/30/2026	3016	Shaw's Tree Services, LLC			1,750.00	5,309,643.82
03/30/2026	3017	Vesta District Services			13,857.14	5,295,786.68
03/30/2026	033026ACH1	AT&T	Internet & Phone 3/6/26 - 4/5/26		142.32	5,295,644.36
03/31/2026	100006	LuttMedia	Invoice: INV0031 (Reference: Live Streaming 3/26/26.)		350.00	5,295,294.36
03/31/2026	100007	Quick Catch, Inc.	Invoice: 38702 (Reference: Trapping Services Mar 26.)		89.00	5,295,205.36
03/31/2026	100008	Mini Melts USA LLC	Invoice: 810218 (Reference: Ice Cream for special event.)		751.10	5,294,454.26
03/31/2026	100009	Prestige Landscapes of North Florida, I	Invoice: 12733 (Reference: Cart path - seaforth viburnum.)		494.26	5,293,960.00
03/31/2026	033126ACH1	TECO	182 Kayak Way Feb 03, 2026 - Mar 03, 2026		76.48	5,293,883.52
03/31/2026	033126ACH2	TECO	2105 Shearwater Pkwy Feb 04, 2026 - Mar 04, 2026		76.91	5,293,806.61
03/31/2026	033126ACH3	AT&T	Telephone & Internet 3/9/26 - 4/8/26		193.67	5,293,612.94
03/31/2026				**1,760,861.93**	**115,319.96**	**5,293,612.94**

Trout Creek CDD
Bank Reconciliation
March 31, 2026

Balance per Bank Statement		$	5,375,299.91
Plus:	Deposits		1,776.63
Less:	Outstanding Checks		83,463.60
Adjusted Bank Balance		**$**	**5,293,612.94**
Beginning Cash Balance Per Books		$	3,648,070.97
Cash Receipts			1,760,861.93
Cash Disbursements			115,319.96
Balance per Books		**$**	**5,293,612.94**

Trout Creek CDD
Non-Ad Valorem Special Assessments
St Johns County Tax Collector
For the Fiscal Year Ending September 30, 2026

Date	Description	General Fund	Reserve Fund	Debt Service 2018	Debt Service 2020	Debt Service 2022	Debt Service 2025	Total
10/1/2025	Assessments - On Roll	$ 3,809,674.66	$ 425,000.00	$ 815,145.81	$ 241,444.09	$ 217,410.25	$ 1,192,287.60	$ 6,700,962.41
	% Breakdown	56.86%	6.34%	12.17%	3.60%	3.24%	17.78%	100.00%
	Off-Roll	8,631.00						
11/03/25	Distribution #1	9,613.41	-	1,851.12	548.05	493.50	2,704.43	15,210.52
11/18/25	Distribution #2	71,552.78	-	13,777.92	4,079.18	3,673.13	20,129.13	113,212.18
11/21/26	Distribution #3	106,889.23	-	20,582.17	6,093.68	5,487.11	30,069.92	169,122.18
12/16/25	Distribution #4	355,200.85	-	68,396.08	20,249.77	18,234.06	99,924.59	562,005.57
12/23/25	Distribution #5	110,704.25	425,000.00	103,153.10	30,540.15	27,500.12	150,703.54	847,601.49
01/14/26	Distribution #6	2,986,026.00	-	574,977.41	170,231.37	153,286.19	840,024.51	4,724,547.32
02/19/26	Distribution #7	90,446.53	-	17,416.03	5,156.30	4,643.03	25,444.29	143,106.23
03/16/26	Distribution #8	30,220.48	-	5,819.13	1,722.85	1,551.35	8,501.58	47,815.40
		-	-	-	-	-	-	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
		-	-	-	-	-	-	
TOTAL		**$ 3,760,653.54**	**$ 425,000.00**	**$ 805,973**	**$ 238,621**	**$ 214,868**	**$ 1,177,502**	**$ 6,622,621**
% Collected		98.71%	100.00%	98.87%	98.83%	98.83%	98.76%	98.83%
Total Outstanding		$ 49,021.12	$ -	$ 9,173	$ 2,823	$ 2,542	$ 14,786	$ 78,342

Return to Agenda Pg. 2

EXHIBIT 15

AGREEMENT BETWEEN TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC DBA VGLOBALTECH FOR ADA & WCAG WEBSITE COMPLIANCE SERVICES

This Agreement ("**Agreement**") is made and entered into to be effective the 2nd day of April, 2026 (the "**Effective Date**"), by and between:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, with a mailing address of c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the "**District**"); and

NEWAGETUTORS LLC DBA VGLOBALTECH, a Florida limited liability company, with a principal address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**" and, together with the District, the "**Parties**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, which was established for the purposes, among others, of owning, operating and maintaining various public infrastructure improvements, including recreational facilities and related improvements; and

WHEREAS, as an independent special district, the District is required by Section 189.069, *Florida Statutes*, to maintain an official website and ensure that such website satisfies applicable public access and transparency requirements; and

WHEREAS, Title II of the Americans with Disabilities Act ("**ADA**"), Section 508 of the Rehabilitation Act of 1973, and the Web Content Accessibility Guidelines ("**WCAG**") 2.1 Level AA impose accessibility requirements on the websites and digital content of state and local governmental entities, including special districts; and

WHEREAS, the District desires to engage an independent contractor to provide professional ADA and WCAG website compliance services, including ongoing maintenance, hosting, periodic auditing of the District's official website located at https://troutcreekcdd.vglobaltech.com/ (the "**Website**"), and ensuring all digital content including but not limited to documents, videos, audio files, and multimedia content posted on the Website meets applicable accessibility standards; and

WHEREAS, Contractor represents and warrants that it is qualified, licensed, and experienced to provide professional ADA and WCAG compliance services and has agreed to provide to the District those services identified in the proposal and scope of work attached hereto as **Exhibit A**, and incorporated by reference herein ("**Services**"); and

WHEREAS, the Parties warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency if which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor limited access to the District's Website and digital assets solely for the purposes and uses described in this Agreement. Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement, including that Contractor will not take a tax position inconsistent with it being an independent contractor and not an owner or employee of the District or its facilities. Contractor shall maintain the confidentiality and security of all access credentials and shall not disclose, share, or permit unauthorized access to the District's Website or digital assets.

3. SCOPE OF SERVICES. Contractor shall provide the District with professional ADA and WCAG 2.1 Level AA website compliance services for the Website, including ensuring that all digital content, documents, videos, audio files, images, and multimedia content posted on or accessible through the Website comply with applicable accessibility standards including but not limited to providing closed captions for all video content, transcripts for audio content, alternative text for images, and accessible formatting for all documents, as more specifically described in the Services attached hereto as **Exhibit A**.

4. TERM; COMPENSATION.

A. The initial term of this Agreement shall be from the Effective Date for twelve (12) months (the "**Initial Term**"), unless terminated earlier by either Party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for successive additional one (1) year terms (each a "Renewal Term") unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the end of the then-current term. Any increase in price or change in scope of services must be approved in writing, executed by both Parties, prior to implementation of same; any changes in price without such executed, written agreement shall be null and void.

B. During the Initial Term and any Renewal Terms, as compensation for the monthly maintenance and hosting Services as described in this Agreement and more specifically within **Exhibit A**, the District agrees to pay Contractor equal monthly installments of **Two Hundred and 00/100 Dollars ($200.00)**, due and payable within thirty (30) days of receipt of a proper invoice in accordance with Section 4.C and Florida's Local Government Prompt Payment Act. In addition to the monthly maintenance fee, the District agrees to pay Contractor for quarterly technical and human ADA/WCAG audits as described in **Exhibit A** at the rate of not to exceed

One Hundred and 00/100 Dollars ($100.00) per quarter, or alternatively **Four Hundred and 00/100 Dollars ($400.00) per year** if paid annually. Quarterly audit fees shall be billed separately from the monthly maintenance fee.

C. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. All invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.

D. If the District should desire additional work or services than those described in this Agreement or within **Exhibit A,** the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional compensation shall be due for additional services unless agreed to in advance in writing by both Parties.

5. GENERAL PROVISIONS.

A. The Services provided by Contractor shall be as provided for in **Exhibit A,** and as directed by District Manager or his designee (the "**District Representative**") and as set forth in this Agreement. Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns.

B. Costs incurred by Contractor at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid in accordance with receipts for such costs provided to the District by Contractor.

C. Contractor shall respond within forty-eight (48) hours to any and all issues related to the Website's ADA or WCAG compliance status and shall report to the District Manager all known compliance issues related to the Website within twenty-four (24) hours of discovery. For critical compliance issues that could result in legal liability, Contractor shall notify the District immediately upon discovery.

6. COMPLIANCE WITH APPLICABLE LAW. In providing the Services, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to Title II of the Americans with Disabilities Act, the Web Content Accessibility Guidelines (WCAG 2.1 Level AA), Section 508 of the Rehabilitation Act of 1973, and Section 189.069, Florida Statutes. Contractor shall ensure that all content on the Website, including but not limited to videos, audio files, documents (PDFs, Word documents, etc.), images, and multimedia presentations, meets WCAG 2.1 Level AA success criteria. Specifically, Contractor shall ensure: (i) all video content includes synchronized captions and, where necessary for comprehension, audio descriptions; (ii) all audio-only content includes text transcripts; (iii) all images include appropriate alternative text; (iv) all documents are properly tagged and structured for screen reader accessibility; and (v) all interactive elements are keyboard accessible and properly labeled. Contractor shall take any action necessary to promptly address any compliance deficiencies identified during the term of this Agreement. Contractor shall promptly, and in no event later than seventy-two (72) hours, notify the District in writing of any legal or regulatory changes that may affect the District's compliance obligations regarding website accessibility.

7. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event more than twenty-four (24) hours provide a written report to the District Manager as to all legal notices received by Contractor or the District relating to ADA or WCAG compliance and as to all accidents, injuries or claims for damage related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith. The District may adopt policies requiring more stringent reporting requirements of Contractor, which later adopted policies shall control; this paragraph is intended to set forth minimum standards.

8. COMPLIANCE SEAL. Upon successful completion of each quarterly audit, Contractor shall update and issue the Digital Asset Technical Compliance Seal on the Website. The compliance seal shall be removed immediately upon termination of this Agreement for any reason. Contractor acknowledges that the seal is to be displayed solely on the Website during the term of this Agreement and that no replication or use of the seal outside of that context is authorized without the prior written consent of Contractor.

9. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon thirty (30) days' written notice to the District and will provide the District a reasonable opportunity to cure the reason for the termination. For purposes of this section, the date of termination shall be counted from the date the notice is provided by the terminating Party. In the event either Party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the Services performed up to that date, subject to any offsets the District may have against Contractor. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. Upon termination of this Agreement, Contractor shall also, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

A. Deliver to the District all content, documents, data, access credentials, and records relating to the Website and District operations in Contractor's possession or under Contractor's reasonable direct control; and

B. Remove the ADA/WCAG compliance seal from the Website; and

C. Furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending to the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10. INSURANCE.

A. Contractor, and any subcontractor performing the Services described in this Agreement, shall maintain throughout the term of this Agreement, at a minimum, the following insurance:

i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than $1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

1. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

iii. Employer's Liability Coverage with limits of at least $1,000,000 (one million dollars) per accident or disease.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. Contractor shall provide the District with a certificate naming the District and its respective officers, supervisors, agents, managers, counsel, engineers, staff and representatives as additional insureds on all policies above, but only to the extent of Contractor's indemnity obligations and except for Workers' Compensation. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance

under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the additional insureds, but only to the extent of Contractor's indemnity obligations, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds, but only to the extent of Contractor's indemnity obligations, and a 30-Day Notice of Cancellation applies in favor of the additional insureds. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

11. INDEMNIFICATION.

A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest actually incurred.

B. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, staff, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto, but only to the extent such claims and/or losses arise as a result of Contractor's negligence or willful misconduct. This provision shall relate to any acts or omissions by the Contractor, its employees, agents, or subcontractors.

C. For purposes of this Section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns, or employees includes, but is not limited to, the operation and management of the Website in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Website, unless such permit, license, certification,

consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit, license, certification, consent, or other approval.

12. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

13. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

14. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

15. ENTIRE AGREEMENT. This instrument, together with **Exhibit A**, shall constitute the final and complete expression of the entire understanding of the Parties and no representations or promises have been made except those that are specifically set out in this instrument. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement are waived, merged herein and superseded. Moreover, to the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.

16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Contractor acknowledges that any individual who owns, manages, is employed by, or is affiliated with Contractor and who serves in a capacity different from the Services provided for in **Exhibit A** does so in a capacity wholly separate and distinct from the role contemplated herein. In all work undertaken by Contractor and any employees, subcontractors, or independent contractors of Contractor, if there are any, neither

Contractor nor its employees, subcontractors, or independent contractors shall be considered employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

A. If to Contractor: Newagetutors LLC dba VGlobalTech
636 Fanning Drive
Winter Springs, FL 32708
Attention: VB Joshi

B. If to the District: Trout Creek Community Development District
c/o FCS Management Group, LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Trout Creek CDD, District Counsel

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

20. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations,

covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

21. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

24. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Vesta District Services** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement's term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. If the Contractor chooses to keep and maintain public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records and transfer the records to the District at no cost upon request of the District's Public Records Custodian. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats, or in the native format in which the records are maintained if specifically requested by the District. Any documents provided in PDF format must be accessible and comply with PDF/UA (ISO 14289) standards and WCAG 2.1 Level AA requirements, including proper tagging, reading order, and compatibility with assistive technologies.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132,

PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, OR BY MAIL C/O VESTA DISTRICT SERVICES, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746

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

26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

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

29. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees performing work under this Agreement and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.095, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

30. **ANTI-HUMAN TRAFFICKING**. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

(Apr 4, 2026 22:18:41 EDT)

Chairperson, Board of Supervisors

NEWAGETUTORS LLC DBA VGLOBALTECH

By: VB Joshi

Its: CEO

Exhibit A: Website Management Scope of Services 04/07/2026

Exhibit A: Website Management Scope of Services

1. ADA COMPLIANCE REQUIREMENTS

1.1 General Website Accessibility. Contractor shall ensure that all website design, development, hosting, and maintenance services comply with the Americans with Disabilities Act (ADA) and Section 508 of the Rehabilitation Act of 1973, as amended. The website shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards, as published by the World Wide Web Consortium (W3C), or any successor standards.

1.2 Specific Accessibility Features. The website shall include, at minimum:
(a) Alternative text descriptions for all images, graphics, and non-text content;
(b) Proper heading structure and semantic HTML markup;
(c) Keyboard navigation capability for all interactive elements;
(d) Sufficient color contrast ratios meeting WCAG 2.1 Level AA standards;
(e) Accessible forms with proper labels and error identification;
(f) Skip navigation links and logical tab order;
(g) Resizable text without loss of functionality;
(h) Compatibility with screen readers and other assistive technologies.

1.3 Video and Multimedia Content. All video, audio, and multimedia content posted on the website shall include:
(a) Closed captions or subtitles synchronized with the audio content for all pre-recorded and live video;
(b) Audio descriptions for visual content where necessary to understand the material;
(c) Text transcripts for all audio and video content;
(d) Accessible media player controls compatible with keyboard navigation and assistive technologies;
(e) Compliance with WCAG 2.1 Level AA standards for time-based media.

1.4 Document Accessibility. All documents posted to the website, including but not limited to PDFs, Word documents, Excel spreadsheets, and PowerPoint presentations, shall be accessible and comply with WCAG 2.1 Level AA standards, including:
(a) Proper document structure and reading order;
(b) Alternative text for images within documents;
(c) Accessible tables with proper headers;
(d) Tagged PDFs with logical structure.

1.5 Testing and Compliance Verification. Contractor shall:
(a) Conduct regular accessibility testing using both automated tools and manual testing methods;
(b) Test website compatibility with common assistive technologies including screen readers (JAWS, NVDA, VoiceOver);

(c) Provide quarterly accessibility compliance reports to the District;
(d) Promptly remediate any identified accessibility barriers within fifteen (15) business days of discovery or notification.

1.6 Training and Support. Contractor shall provide training to District staff on:
(a) Creating and posting accessible content;
(b) Ensuring uploaded documents and media meet accessibility standards;
(c) Using accessibility checking tools.

1.7 Ongoing Compliance Monitoring. Contractor shall maintain ongoing compliance with ADA requirements and shall:
(a) Monitor changes to WCAG standards and applicable laws;
(b) Implement necessary updates to maintain compliance;
(c) Provide an accessibility statement on the website with contact information for reporting accessibility issues;
(d) Maintain a process for receiving and responding to accessibility complaints within five (5) business days.

1.8 Indemnification for ADA Non-Compliance. Contractor shall indemnify, defend, and hold harmless the District from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from Contractor's failure to comply with ADA requirements, WCAG 2.1 Level AA standards, or Section 508 requirements in the performance of services under this Agreement.

1.9 Remediation Obligations. If the website or any content fails to meet ADA compliance requirements, Contractor shall remediate such deficiencies at no additional cost to the District within the timeframes specified in Section 1.5(d) above.

2. ADDITIONAL SCOPE OF SERVICES

3.0 Pricing

3.1 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance DOES NOT include the quarterly audits proposed in the next section.

Maintenance contract is required to receive VGlobalTech's proprietary document conversion software (PDF to RTF) that allows you to easily convert documents or submit to VGlobalTech and get docs converted within less than 24 hrs.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc.). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. ***Update turnaround time – less than 24 hrs. from customer sending the content and documents to be updated to VGT team.***
2.	PDF Documents conversion (to Text, HTML etc.) as needed (***new documents during the maintenance year only***) for ADA Compliance / Reader Compliance. VGlobalTech's **proprietary batch conversion software** is included as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). **There is no limit on how many documents you can convert per month using VGlobalTech's software**. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal – Every Quarter – Included in this cost
4.	Website hosting and backups including 5 business email accounts – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	Total Monthly Maintenance with full content upload, document conversion and Hosting: **$200 / month** *Monthly maintenance must be paid before the 10th of every month

3.2 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech has developed a unique program for digital accessibility that is run by a highly skilled and experienced team in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: https://vglobaltech.com/website-compliance/

Digital Asset Technical Compliance Seal:

VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act **(ADA)**, Web Content Accessibility Guidelines **(WCAG)**, **Section 508** of the Rehabilitation Act of 1973 and overall, the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand.

Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

Cost for Audit: $125 / per quarter

- Can be paid yearly ($400) or can be paid per audit every quarter ($100) – billed separately
- All CDD required website documents' conversions to compatible formats included
- Seals renewed every quarter
- Audits are conducted by VGlobalTech dev and ADA Expert Team

Digital Asset Technical Compliance Seal

(Updated after VGlobalTech Quarterly Audits):

VGlobalTech's Golden ADA Compliance Seal is industry leading and proudly displayed on only ADA & WCAG Complaint Sites that we maintain. VGlobalTech maintained and audited sites have had ZERO legal / litigation issues in the past 15 years. We are absolutely proud of our work and will stand by the quality service we provide.

**Compliance seal shall be updated and issued only after successful auditing by VGlobalTech and its authorized partners. No replication of the seal or content is permissible by any outside parties. The seal needs to be removed immediately if the contract with the customer is terminated for any reason by either party involved in the contract.*

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EXHIBIT 16

FIFTH AMENDMENT TO THE AGREEMENT BETWEEN TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC. FOR LIFEGUARD SERVICES

This Fifth Amendment ("**Fifth Amendment**") is made and entered into effective as of the **11th** day of **March 2026**, by and between:

Trout Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, whose address is 250 International Pkwy, Ste. 208, Lake Mary, FL 32746 ("**District**"), and

Vesta Property Services, Inc., a Florida corporation, with offices located at 245 Riverside Avenue, Jacksonville, Florida 32202 ("**Contractor**" and, together with the District, the "**Parties**").

RECITALS

WHEREAS, the District and Contractor previously entered into an *Agreement between Trout Creek Community Development District and Vesta Property Services, Inc. for Lifeguard Services*, dated October 1, 2019, as amended by that *First Amendment*, dated October 1, 2020, the *Second Amendment* dated March 1, 2022, the *Third Amendment*, dated May 1, 2023, and the *Fourth Amendment* dated December 18, 2024 (together the "**Services Agreement**"); and

WHEREAS, pursuant to Section 14 of the Services Agreement, the District and Contractor may amend the Services Agreement by an instrument in writing executed by both Parties; and

WHEREAS, the Parties now desire to amend the Services Agreement to renew the term for one (1) additional year, to confirm the compensation for Fiscal Year 2026 all in accordance with **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, the District and Contractor each represent that it has the authority to execute this Fifth Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Fifth Amendment so that this Fifth Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. The Services Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Fifth Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 2. Pursuant to Section 14 of the Services Agreement, the District and Contractor amend the Services Agreement in accordance with the following terms:

A. **Term**. The term of the Services Agreement is extended for an additional one (1) year term, beginning **October 1, 2025, and ending September 30, 2026**, unless terminated earlier in accordance with the terms of the Services Agreement. This Services Agreement may be renewed for one additional one-year term with the agreement of both parties.

B. **Compensation**. The District shall pay Contractor the following amount during the term extended by this Fifth Amendment.

a. As compensation for the Services (as defined in the Services Agreement), the District shall pay Contractor a not to exceed amount of **Two Hundred Twenty-Three Thousand Seven Hundred One Dollars and 39/100 Cents ($223,701.39) for Fiscal Year 2026.**

b. The fee schedule for Fiscal Year 2026 is attached hereto as **Exhibit A** to this Fifth Amendment. To the extent services are not rendered as scheduled, the compensation shall be credited to the District via a reduction in amount paid or additional hours worked per agreement with the District. Schedules for future years shall be agreed upon by the parties at a later date.

SECTION 3. To the extent that any provisions of **Exhibit A** conflict with the provisions of the Services Agreement, the terms of the Services Agreement shall control.

(Continued on Next Page)

IN WITNESS WHEREOF, the Parties hereto have signed this Fifth Amendment.

ATTEST:

Howard McGaffney (Mar 20, 2026 15:01:36 EDT)

Secretary/Assistant Secretary

Howard McGaffney

Print Name

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors (Mar 20, 2026 14:01:14 EDT)

Chairperson, Board of Supervisors

VESTA PROPERTY SERVICES, INC.

By: Dan Armstrong (Mar 20, 2026 17:03:32 EDT)

Print: Daniel Armstrong

Its: CFO

Exhibit A: Lifeguard Schedule with Fee Amounts

EXHIBIT A

Vesta Property Services Trout Creek FY '26 Lifeguard Schedule

Season	Dates	Days of Week	Time
Spring Break	**3/13-3/22**	**Monday-Sunday**	**Mon-Sun 12:00pm - 6:00pm (5 Guards, 1 Supervisor, 1 Pool Monitor)**
Pre-Summer Break	**3/28-5/25**	**Saturday-Sunday** ***Memorial Day included***	**Sat-Sun 12:00pm - 6:00pm (5 Guards, 1 Supervisor, 1 Pool Monitor)**
Summer Break	**05/29-8/09**	**Monday-Sunday**	**Tue-Sun 10:00am - 8:00pm Mon 1:00pm - 8:00pm (6 Guards, 1 Supervisor, 1 Pool Monitor)**
Post-Summer Break	**8/15-9/27**	**Saturday-Sunday** ***Labor Day included***	**Sat-Sun 12:00pm - 6:00pm (5 Guards, 1 Supervisor, 1 Pool Monitor)**

For any additional detail please contact Aquatics Director Sean Smith (Ssmith@VestaPropertyServices.com) or Regional Amenity Director Dan Fagen (Dfagen@VestaPropertyServices.com)

Trout Creek Fee Schedule

Position	FY'25	FY'26	FY'27
Guard	**$155,506.20**	**$164,836.57**	**$174,726.76**
Pool Super.	**$29,295.18**	**$31,052.89**	**$32,916.06**
Pool Monitor	**$26,237.67**	**$27,811.93**	**$29,480.65**
	$211,039.05	**$223,701.39**	**$237,123.47**

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EXHIBIT 17

SIXTH AMENDMENT TO THE AGREEMENT BETWEEN TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC. FOR LIFEGUARD SERVICES

This Sixth Amendment ("**Sixth Amendment**") is made and entered into effective as of the ____ day of _____ 2026, by and between:

Trout Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, with a mailing address of c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**"), and

Vesta Property Services, Inc., a Florida corporation, with offices located at 245 Riverside Avenue, Jacksonville, Florida 32202 ("**Contractor**" and, together with the District, the "**Parties**").

RECITALS

WHEREAS, the District and Contractor previously entered into an *Agreement between Trout Creek Community Development District and Vesta Property Services, Inc. for Lifeguard Services*, dated October 1, 2019, as amended by that *First Amendment*, dated October 1, 2020, the *Second Amendment* dated March 1, 2022, the *Third Amendment*, dated May 1, 2023, the *Fourth Amendment* dated December 18, 2024, and the *Fifth Amendment* dated March 11, 2026 (together the "**Services Agreement**"); and

WHEREAS, pursuant to Section 14 of the Services Agreement, the District and Contractor may amend the Services Agreement by an instrument in writing executed by the Parties; and

WHEREAS, the District has elected to engage a separate contractor to provide pool check-in and monitoring services previously performed by Contractor under the Services Agreement, and the Parties desire to amend the Services Agreement to remove the pool monitor position from Contractor's scope of services and adjust the compensation accordingly; and

WHEREAS, the District and Contractor each represent that it has the authority to execute this Sixth Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Sixth Amendment so that this Sixth Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. Except as set forth herein, the Services Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Sixth Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 2. Pursuant to Section 14 of the Services Agreement, the District and Contractor amend the Services Agreement in accordance with the following terms:

A. Scope of Services. Effective as of the date of this Sixth Amendment, the pool monitor position is removed from Contractor's scope of services under the Services Agreement for Fiscal Year 2026 and Fiscal Year 2027. All remaining Services (as defined in the Services Agreement) continue in full force and effect.

B. Compensation.

a. The not-to-exceed compensation established under the Fifth Amendment is reduced as follows, reflecting the removal of the pool monitor position:

i. For **Fiscal Year 2026**: reduced by **Twenty-Seven Thousand, Eight Hundred Eleven and 93/100 Dollars ($27,811.93)**, for a revised not-to-exceed amount of **One Hundred Ninety-Five Thousand, Eight Hundred Eighty-Nine and 46/100 Dollars ($195,889.46)**; and

ii. For **Fiscal Year 2027**: reduced by **Twenty-Nine Thousand, Four Hundred Eighty and 65/100 Dollars ($29,480.65)**, for a revised not-to-exceed amount of **Two Hundred Seven Thousand, Six Hundred Forty-Two and 82/100 Dollars ($207,642.82)**.

b. The fee schedule for Fiscal Years 2026 and 2027, reflecting the removal of the pool monitor position, is attached hereto as **Exhibit A** to this Sixth Amendment. To the extent services are not rendered as scheduled, the compensation shall be credited to the District via a reduction in amount paid or additional hours worked per agreement with the District. Schedules for future years shall be agreed upon by the parties at a later date.

SECTION 3. To the extent that any provisions of **Exhibit A** conflict with the provisions of the Services Agreement, the terms of this Sixth Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have signed this Sixth Amendment.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

VESTA PROPERTY SERVICES, INC.

By: _____
Print:_____
Its: _____

Exhibit A: Lifeguard Schedule with Fee Amounts

EXHIBIT A

Vesta Property Services Trout Creek FY '26 Lifeguard Schedule

Season	Dates	Days of Week	Time
Spring Break	**3/13-3/22**	**Monday-Sunday**	**Mon-Sun 12:00pm - 6:00pm (5 Guards, 1 Supervisor)**
Pre-Summer Break	**3/28-5/25**	**Saturday-Sunday** ***Memorial Day included***	**Sat-Sun 12:00pm - 6:00pm (5 Guards, 1 Supervisor)**
Summer Break	**05/29-8/09**	**Monday-Sunday**	**Tue-Sun 10:00am - 8:00pm Mon 1:00pm - 8:00pm (6 Guards, 1 Supervisor)**
Post-Summer Break	**8/15-9/27**	**Saturday-Sunday** ***Labor Day included***	**Sat-Sun 12:00pm - 6:00pm (5 Guards, 1 Supervisor)**

For any additional detail please contact Aquatics Director Sean Smith (Ssmith@VestaPropertyServices.com) or Regional Amenity Director Dan Fagen (Dfagen@VestaPropertyServices.com)

Trout Creek Fee Schedule

Position	FY'25	FY'26	FY'27
Guard	**$155,506.20**	**$164,836.57**	**$174,726.76**
Pool Super.	**$29,295.18**	**$31,052.89**	**$32,916.06**
Pool Monitor	**$26,237.67**	**-**	**-**
	$211,039.05	**$195,889.46**	**$207,642.82**

Return to Agenda Pg. 2

EXHIBIT 18

AGREEMENT BETWEEN TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND SEAN LUTTRELL DBA LUTTMEDIA FOR VIDEOGRAPHY SERVICES

This Agreement ("**Agreement**") is made and entered into to be effective the 6th day of April, 2026 (the "**Effective Date**"), by and between:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, with a mailing address of c/o FCS Management Group, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the "**District**"); and

SEAN LUTTRELL DBA LUTTMEDIA, an individual, with a principal address of 510 Kingbird Drive, St. Augustine, Florida 32092 ("**Contractor**" and, together with the District, the "**Parties**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, which was established for the purposes, among others, of owning, operating and maintaining various public infrastructure improvements, including recreational facilities and related improvements; and

WHEREAS, as an independent special district, the District is required by Section 286.011, *Florida Statutes*, to conduct public board meetings and other proceedings that are required to be open and accessible to the public; and

WHEREAS, the District desires to make its public board meetings and other proceedings accessible and transparent to District residents and the public by engaging a contractor to provide professional livestreaming and videography services for such meetings and proceedings; and

WHEREAS, the District desires to engage an independent contractor to provide professional livestreaming and videography services, including live multi-camera streaming, audio capture, closed captioning, and post-meeting footage delivery, for the District's public board meetings and other proceedings; and

WHEREAS, Contractor represents and warrants that it is qualified, licensed, and experienced to provide professional livestreaming and videography services and has agreed to provide to the District those services identified in the proposal and scope of work attached hereto as **Exhibit A**, and incorporated by reference herein ("**Services**"); and

WHEREAS, the Parties warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement, including that Contractor will not take a tax position inconsistent with it being an independent contractor and not an owner or employee of the District or its facilities.

3. SCOPE OF SERVICES. Contractor shall provide the District with professional livestreaming and videography services for District public board meetings and other proceedings, including live multi-camera streaming, audio capture, closed captioning, and post-meeting footage delivery, as more specifically described in the Services attached hereto as **Exhibit A**.

4. TERM; COMPENSATION.

A. The initial term of this Agreement shall be from the Effective Date for twelve (12) months (the "**Initial Term**"), unless terminated earlier by either Party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for successive additional one (1) year terms (each a "Renewal Term") unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the end of the then-current term. Any increase in price or change in scope of services must be approved in writing, executed by both Parties, prior to implementation of same; any changes in price without such executed, written agreement shall be null and void.

B. During the Initial Term and any Renewal Terms, as compensation for the per-event livestreaming and videography Services as described in this Agreement and more specifically within **Exhibit A**, the District agrees to pay Contractor a per-event fee not to exceed **Three Hundred and Fifty and 00/100 Dollars ($350.00)**, due and payable within thirty (30) days of receipt of a proper invoice in accordance with Section 4.C and Florida's Local Government Prompt Payment Act.

C. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. All invoices are due and payable in

accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.

D. If the District should desire additional work or services than those described in this Agreement or within **Exhibit A,** the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional compensation shall be due for additional services unless agreed to in advance in writing by both Parties.

5. GENERAL PROVISIONS.

A. The Services provided by Contractor shall be as provided for in **Exhibit A,** and as directed by District Manager or his designee (the "**District Representative**") and as set forth in this Agreement. Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns.

B. Costs incurred by Contractor at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid in accordance with receipts for such costs provided to the District by Contractor.

C. Contractor shall deliver all post-event recorded footage to the District within seventy-two (72) hours of the conclusion of each event in a standard digital format (MP4/H.264 or mutually agreed equivalent) compatible with third-party captioning platforms and accessible media players, to enable the District to satisfy its post-meeting obligations under WCAG 2.1, Success Criterion 1.2.2.

D. Contractor shall respond within forty-eight (48) hours to any and all issues or inquiries related to the Services and shall promptly notify the District Manager of any technical issues, scheduling conflicts, or other matters that may affect the quality or timely delivery of the Services. For critical compliance issues that could result in legal liability, Contractor shall notify the District immediately upon discovery.

6. COMPLIANCE WITH APPLICABLE LAW. In providing the Services, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to all applicable Florida statutes governing public records, procurement, and contractor obligations. Contractor acknowledges that the District, as a public entity subject to Title II of the Americans with Disabilities Act, 42 U.S.C. § 12132, and its implementing regulations at 28 C.F.R. Part 35

("ADA"), may be required to ensure that its public meetings and recordings thereof are accessible to persons with disabilities. To assist the District in meeting its applicable accessibility obligations, Contractor agrees to: (i) provide live closed captioning services at each meeting in accordance with the pricing set forth in **Exhibit A**, which services are intended to satisfy the requirements of WCAG 2.1, Success Criterion 1.2.4 (Captions – Live), a Level AA standard; (ii) deliver all post-event footage in a standard digital format compatible with third-party captioning services to enable the District to satisfy WCAG 2.1, Success Criterion 1.2.2 (Captions – Prerecorded), a Level A standard, for archived recordings; (iii) ensure that all audio capture is of sufficient clarity and intelligibility to support live and post-production captioning for all board members, staff, and members of the public utilizing the microphone; and (iv) if sign language interpretation is provided by the District, ensure that the interpreter is captured within the video frame. Contractor shall take any action necessary to promptly address any compliance deficiencies identified during the term of this Agreement.

7. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event more than twenty-four (24) hours provide a written report to the District Manager as to all legal notices received by Contractor or the District relating to the Services and as to all accidents, injuries or claims for damage related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith. The District may adopt policies requiring more stringent reporting requirements of Contractor, which later adopted policies shall control; this paragraph is intended to set forth minimum standards.

8. FOOTAGE DELIVERY. Following the conclusion of each event, Contractor shall deliver all recorded footage to the District within seventy-two (72) hours in a standard digital format (MP4/H.264 or mutually agreed equivalent) compatible with third-party captioning platforms and accessible media players, to enable the District to satisfy its post-meeting obligations under WCAG 2.1, Success Criterion 1.2.2 (Captions – Prerecorded). All footage and recordings produced under this Agreement shall be the sole property of the District upon payment in full for the applicable event. Contractor shall retain no right to reproduce, publish, distribute, or otherwise use footage of District proceedings without the prior written consent of the District.

9. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon thirty (30) days' written notice to the District. Such notice shall provide the District with thirty (30) days to cure the reason stated in the notice, and this Agreement shall remain in effect if the District cures such reason within that period. For purposes of this section, the date of termination shall be counted from the date the notice is provided by the terminating Party. In the event either Party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the Services performed up to that date, subject to any offsets the District may have against Contractor. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. Upon termination of this Agreement, Contractor shall also, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

A. Deliver to the District all footage, recordings, and other work product relating to District proceedings in Contractor's possession for which payment has been received; and

B. Deliver to the District all raw or unedited footage in Contractor's possession relating to any event for which Services were performed but not yet invoiced, which footage shall be delivered at no additional charge upon the District's payment of any outstanding balance then due; and

C. Furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending to the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10. INSURANCE.

A. Contractor, and any subcontractor performing the Services described in this Agreement, shall maintain throughout the term of this Agreement, at a minimum, the following insurance:

i. Workers' Compensation Insurance in accordance with the laws of the State of Florida (as applicable).

ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than $1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

1. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

iii. Employer's Liability Coverage with limits of at least $1,000,000 (one million dollars) per accident or disease.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. Contractor shall provide the District with a certificate naming the District and its respective officers, supervisors, agents, managers, counsel, engineers, staff and representatives as additional insureds on all policies above, except for Workers' Compensation. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice

to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the additional insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds, and a 30-Day Notice of Cancellation applies in favor of the additional insureds. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

11. INDEMNIFICATION.

A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest actually incurred.

B. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, staff, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto, but only to the extent such claims and/or losses arise as a result of Contractor's negligence, willful misconduct, or breach of this Agreement, including ADA compliance. This provision shall relate to any acts or omissions by the Contractor, its employees, agents, or subcontractors. This provision shall relate to any acts or omissions by the Contractor, its employees, agents, or subcontractors.

C. For purposes of this Section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns, or employees includes, but is not limited to, the performance of videography and livestreaming services in a manner that would require a permit, license, certification, consent, or other approval

from any governmental agency which has jurisdiction over such services, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit, license, certification, consent, or other approval.

12. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

13. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

14. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

15. ENTIRE AGREEMENT. This instrument, together with **Exhibit A**, shall constitute the final and complete expression of the entire understanding of the Parties and no representations or promises have been made except those that are specifically set out in this instrument. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement are waived, merged herein and superseded. Moreover, to the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.

16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Contractor acknowledges that any individual who owns, manages, is employed by, or is affiliated with Contractor and who serves in a capacity different from the Services provided for in **Exhibit A** does so in a capacity wholly separate and distinct from the role contemplated herein. In all work undertaken by Contractor and

any employees, subcontractors, or independent contractors of Contractor, if there are any, neither Contractor nor its employees, subcontractors, or independent contractors shall be considered employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

A. **If to Contractor:** Sean Luttrell d/b/a LuttMedia
510 Kingbird Drive
St. Augustine, FL 32092

B. **If to the District:** Trout Creek Community Development District
c/o FCS Management Group, LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Trout Creek CDD, District Counsel

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

20. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations,

covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

21. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

23. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Vesta District Services** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement's term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. If the Contractor chooses to keep and maintain public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records and transfer the records to the District at no cost upon request of the District's Public Records Custodian. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats, or in the native format in which the records are maintained if specifically requested by the District. Any documents provided in PDF format must be accessible and comply with PDF/UA (ISO 14289) standards and WCAG 2.1 Level AA requirements, including proper tagging, reading order, and compatibility with assistive technologies.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132,

PUBLICRECORDS@VESTAPROPERTYSERVICES.COM, OR BY MAIL C/O VESTA DISTRICT SERVICES, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746

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

25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

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

28. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees performing work under this Agreement and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.095, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

29. **ANTI-HUMAN TRAFFICKING**. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Supervisor Wright (Apr 6, 2026 14:05:35 EDT)

Chairperson, Board of Supervisors

SEAN LUTTRELL DBA LUTTMEDIA

Sean Luttrell

By: Sean Luttrell

Its: Sean Luttrell

Exhibit A: Videography and Livestreaming Scope of Services 04/06/2026

Exhibit A: Videography and Livestreaming Scope of Services

The following scope of services is to be read in conjunction with the LuttMedia Livestream Production Proposal and Invoice No. INV0030, each attached hereto and incorporated herein by reference. In the event of any conflict between this scope and the attached proposal or invoice, this scope shall control.

1. SERVICES

1.1 Contractor shall provide the District with professional livestreaming and videography services for each District public board meeting and other proceedings as directed by the District Manager, in accordance with the package and add-on services selected by the District and reflected in the applicable invoice for each event.

1.2 Closed captioning shall be provided by Contractor as a standard service component at each event at no additional charge during the Initial Term. Any change to this arrangement shall require prior written agreement of the Parties before taking effect in any Renewal Term.

2. GENERAL OBLIGATIONS

2.1 Equipment and Staffing. Contractor shall provide all cameras, audio equipment, streaming hardware, and personnel necessary to perform the Services. Contractor shall ensure that all equipment is in proper working condition prior to each event and shall conduct a pre-event audio and equipment check sufficiently in advance of the start of each event to allow time to remediate any identified deficiencies.

2.2 Audio Quality Standards. Contractor shall ensure that all audio capture is of sufficient clarity and intelligibility to support live and post-production captioning. At a minimum: (a) each board member and staff position shall be served by a dedicated or sufficiently proximate microphone; (b) the public comment microphone shall capture all speakers at the podium intelligibly; and (c) Contractor shall immediately notify the District Manager of any equipment deficiency that could compromise audio quality or the District's accessibility compliance.

2.3 Streaming Platform. Contractor and the District shall mutually agree upon the livestreaming platform (e.g., YouTube Live, Facebook Live, Zoom, Teams or equivalent) prior to commencement of Services. The District shall be responsible for maintaining access to any platform accounts required for streaming.

2.4 Pre-Event Coordination. Contractor shall coordinate with the District Manager or designee at least forty-eight (48) hours prior to each scheduled event to confirm logistics, equipment setup times, and any special production requirements.

2.5 Visual Content and Audio Descriptions. The District acknowledges that certain visual content displayed during board meetings, including but not limited to site plans, engineering drawings, financial reports, and presentation slides, may require verbal description to be accessible to visually impaired viewers pursuant to WCAG 2.1, Success Criterion 1.2.5 (Audio Description – Prerecorded). The obligation to provide audio descriptions is not within the scope of Contractor's Services under this Agreement. The District shall be responsible for ensuring that presenters verbally describe material visual content during the meeting. Upon request, Contractor shall provide the District with a copy of the recorded footage in advance of publication to allow the District to assess the need for audio description prior to archiving.

2.6 Sign Language Interpretation. If sign language interpretation is provided by the District at any event, Contractor shall ensure that the interpreter is captured within the video frame throughout the event.

3. FOOTAGE DELIVERY AND OWNERSHIP

3.1 Delivery. Following the conclusion of each event, Contractor shall deliver all recorded footage to the District within seventy-two (72) hours in a standard digital format (MP4/H.264 or mutually agreed equivalent) compatible with third-party captioning platforms and accessible media players, to enable the District to satisfy its post-meeting obligations under WCAG 2.1, Success Criterion 1.2.2 (Captions – Prerecorded).

3.2 Ownership. All footage, recordings, and other work product produced by Contractor under this Agreement shall be the sole property of the District upon payment in full for the applicable event. Contractor shall retain no right to reproduce, publish, distribute, or otherwise use footage of District proceedings without the prior written consent of the District.

LUTTMEDIA

Subject: Livestream Production Proposal

Thank you for the opportunity to provide livestream production services for your upcoming meetings. Below is a detailed outline of the baseline package, recommended enhancements, and pricing structure.

Overview & Pricing

A livestream production of this nature typically ranges from **$300–$500 per stream**, depending on baseline requirements and additional services selected. %50 of payment is required to confirm booking and remainder of payment required prior to production.

Livestream Basic Package ($300)

- One Camera setup with a single viewing angle.
- Two microphones for clear audio capture.
- Up to three hours of live coverage.
- Access to footage of live stream upon completion of meeting via an external hard drive.

Livestream Plus Package ($350)

- **Additional Camera viewing angle** (focused on the microphone stand for public comments and audience participation.)

Livestream Platinum Package ($500)

- **Monthly Pre-Production Video Package:** pre-meeting video highlighting community features, ongoing construction, amenity improvements, and meeting agenda topics that would play roughly ten to twenty minutes prior to the start of the stream that would be updated monthly prior to the next meeting.
- **On-Screen Agenda Overlays:** Live overlays displaying the current agenda topics as the meeting progresses. Any presentations or documents can also be shown live to viewers in real time as they are being discussed.
- **Closed Captions:** Closed Captioning support for auditory-impaired viewers.
- **Live Question monitoring:** A monitored comment section for viewer questions, presented at the end of each agenda topic.
- **Audio & Technical Equipment Assistance:** Real time support for any audio or technological issues during the stream.

Respectfully Sent,

Sean E. Luttrell
United States Marine Corps Ret.
Sean.E.Luttrell@gmail.com
(904)-705-4150

INVOICE

Number: INV0030
Date: Feb 25, 2026
Due date: On receipt

BILL TO:

Trout Creek CDD

Jessica.Knutelsky@fsresidential.com

INVOICE FROM:

904-705-4150
https://luttmedia.pixpa.com/
Sean@luttmedia.com

Description	Quantity	Unit price	Discount	TAX	Amount
LIVE-STREAMING SERVICES SINGLE CAMERA Live Broadcast up to 4 hours Single Camera	1	$300.00		0.0 %	$300.00
ADDITIONAL CAMERA Live Broadcast Additional Camera Addon	1	$50.00		0.0 %	$50.00
CLOSED CAPTIONING Live broadcast Closed Captioning	1	$100.00	- $100.00	0.0 %	$0.00

SUBTOTAL:	**$350.00**
TAX:	**$0.00**
TOTAL:	**$350.00**
PAID:	**$0.00**
BALANCE DUE	**$350.00**

Payment instructions
Venmo- https://venmo.com/u/Sean-Luttrell-2

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EXHIBIT 19

ASSIGNMENT
OF AQUATIC MANAGEMENT SERVICES AGREEMENT

THIS ASSIGNMENT ("**Assignment**") is made and entered into this ____day of April 2026, by and between **CHARLES AQUATICS, INC.,** a Florida corporation, with a mailing address of 6869 Phillips Parkway Drive S, Jacksonville, Florida 32256 ("**Assignor**"); **TIGRIS AQUATIC SERVICES LLC**, a New Jersey limited liability company authorized to transact business in Florida, whose mailing address is 109A West Park Drive, Mt. Laurel, New Jersey 08054 ("**Assignee**"); and **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, with a mailing address of c/o FCS Management Group, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District**").

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Agreement between Trout Creek Community Development District and Charles Aquatics, Inc., regarding the Provision of Aquatic Management Services* dated October 1, 2024, as amended (the "**Agreement**"); and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor's rights and obligations under the Agreement may be assigned pursuant to Section 18 of the Agreement upon written approval; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement to Assignee, Assignee desires to accept such assignment, and the District desires to express that it consents to and has no objection to such assignment.

NOW, THEREFORE, based upon good and valuable consideration and the mutual consent of all parties, the District, Assignee, and Assignor agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.

2. **ASSIGNMENT AND ASSUMPTION.** Effective upon satisfaction of the conditions set forth in Section 3 hereof, the Assignor hereby assigns all rights, duties, and obligations under the Agreement to the Assignee. Assignee hereby expressly assumes and agrees to perform all rights, duties, and obligations of Assignor arising under the Agreement from and after the Effective Date. The District hereby releases the Assignor from all obligations and liabilities arising under the Agreement on or after the Effective Date; provided, however, that Assignor shall remain liable for all obligations and liabilities arising under the Agreement prior to the Effective Date. All terms and conditions of the Agreement shall remain in effect and shall be binding upon Assignee as if Assignee were the original party thereto.

3. **DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor's assignment of the Agreement to Assignee on the following conditions:

a. The Assignee shall, before performing services, execute a new anti-human trafficking affidavit.

b. The Assignee shall, before performing services, provide a new certificate of insurance demonstrating compliance with all insurance requirements set forth in Section 5 of the Agreement, including: (i) Workers' Compensation Insurance in accordance with the laws of the State of Florida; (ii) Commercial General Liability Insurance with limits of not less than $1,000,000 combined single limit for bodily injury and property damage; (iii) Employer's Liability Coverage with limits of at least $1,000,000 per accident or disease; and (iv) Automobile Liability Insurance with limits of not less than $1,000,000 combined single limit. Such certificate shall name the District, its staff, consultants, and supervisors as additional insured parties, consistent with Section 5(B) of the Agreement. Insurance coverage shall be from a reputable insurance carrier licensed to conduct business in the State of Florida. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District.

4. **NOTICES**. Upon execution of this document, all notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. **If to the District:** Trout Creek CDD
FCS Management Group
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: Trout Creek CDD, District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: Trout Creek CDD, District Counsel

B. **If to Contractor:** Tigris Aquatic Services LLC
109A West Park Drive
Mt. Laurel, New Jersey 08054
Attn: _____

5. **E-VERIFY**. Assignee shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida

Statute, Assignee shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Assignee has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Assignment, the Assignee represents that no public employer has terminated a contract with the Assignee under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Assignment.

6. **ANTI-HUMAN TRAFFICKING**. Assignee certifies, by acceptance of this Assignment, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Assignee agrees to execute an affidavit in compliance with Section 787.06(14), *Florida Statutes*, and acknowledges that if Assignee refuses to sign said affidavit, the District may terminate the Agreement immediately.

7. **PUBLIC RECORDS.** Assignee understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Assignee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, the Assignee shall: (1) keep and maintain public records required by the District to perform the service; (2) upon request by the District's Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; (3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Assignee does not transfer the records to the Public Records Custodian of the District; and (4) upon completion of the contract, transfer to the District, at no cost, all public records in Assignee's possession, or alternatively keep, maintain, and meet all applicable requirements for retaining public records pursuant to Florida law.

8. **SCRUTINIZED COMPANIES.** Assignee certifies that it: (i) is not in violation of Section 287.135, Florida Statutes; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Assignee is found to have submitted a false certification, has been placed on any such list, has engaged in business operations in Cuba or Syria, or has engaged in a boycott of Israel, the District may immediately terminate the Agreement.

9. **AFFIRMATION OF THE AGREEMENT.** The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except

as described herein, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

10. **COUNTERPARTS.** This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

11. **EFFECTIVE DATE.** This Assignment shall have an effective date as of the day and year first written above.

[*signatures on following page*]

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

FOR THE ASSIGNOR:

CHARLES AQUATICS, INC.

_____

By: _____

Its: _____

FOR THE DISTRICT:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____

Its: Chairperson, Board of Supervisors

FOR THE ASSIGNEE:

TIGRIS AQUATIC SERVICES LLC

_____

By: _____

Its: _____

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EXHIBIT 20

AMENDMENT TO THE AGREEMENT BETWEEN THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND FIRSTSERVICE RESIDENTIAL PROPERTY MANAGEMENT, INC. RELATING TO JANITORIAL SERVICES

THIS AMENDMENT ("**Amendment**") is made and entered into this ____day of April, 2026, by and between:

> **TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida, with a mailing address c/o FCS Management Group, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the "**District**"); and
>
> **FIRSTSERVICE RESIDENTIAL PROPERTY MANAGEMENT, INC.**, a Florida corporation, with a mailing address of 1601 SW 80th Terrace, Plantation, Florida 33324 (hereinafter "**Contractor**", together with District the "**Parties**").

RECITALS

WHEREAS, the Parties previously entered into that certain *Agreement Between Trout Creek Community Development District and FirstService Residential Florida, Inc. for Property Management Services,* dated April 27, 2023 (the "**Master Agreement**"), as amended by that certain *Addendum to Property Management Services* dated October 25, 2023 (the "**First Addendum**"), as further amended by that certain *Addendum to Property Management Services* dated November 22, 2024 (the "**Second Addendum**"), as further amended by that certain *Addendum to Property Management Services* dated March 20, 2025 (the "**Third Addendum**", and hereinafter collectively together the "**Agreement**"), all incorporated herein by reference; and

WHEREAS, after the Agreement was executed, Contractor merged and assumed all predecessor's (FirstService Residential Florida, Inc.) rights, duties, and obligations under the Master Agreement; and

WHEREAS, pursuant to Paragraph 16 of the Master Agreement, the Master Agreement may be amended by a writing executed by the Parties; and

WHEREAS, the Parties now desire to amend the Master Agreement to include an additional position for janitorial services (the "**Additional Services**"), attached hereto as **Exhibit A**, and to identify the staffing information and compensation as it relates to the Additional Services; and

WHEREAS, the District and Contractor also desire to amend the Agreement to modify Paragraph 18, **Notices**, of the Master Agreement, and the Public Records Custodian; and

WHEREAS, the Parties each represent that it has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Amendment.

SECTION 2. AMENDMENT OF MASTER AGREEMENT. The Parties agree to further amend the Master Agreement as follows:

A. Schedule I is amended to include:

Position	**Minimum Hours Per Week**	**Labor Rate**
2nd Porter (Part-Time)	**24/Non-Exempt**	**30%**

B. The Labor Rate is a percentage of and is added to the wages paid and includes, but is not limited to, social security tax, federal/state unemployment tax, worker's compensation insurance, pre-employment screening, recruitment expense, payroll processing and human resource administration. There will be no benefits paid or offered for this Position. The estimated amount of the Labor Rate for this Position is **Seven Thousand, One Hundred Thirteen and 60/100 Dollars ($7,113.60)**.

C. Compensation. As compensation for the Position identified in subparagraph (A) above, the District agrees to pay a rate of **Nineteen Dollars ($19.00)** per hour. The estimated base annual amount is **Twenty-Three Thousand, Seven Hundred Twelve and No/100 Dollars ($23,712.00)**, and together with the Labor Rate identified above, the total not to exceed annual (12 full months) amount shall be **Thirty-Three Thousand and No/100 ($33,000.00)**.

D. Term. Paragraph 3 of the Master Agreement, entitled ""**Scope of Services and Term**", is modified to provide that the term of the Agreement is extended to September 30, 2027, unless terminated sooner in accordance with the provisions of the Master Agreement.

E. References to the District and the mailing address of the same specified in Paragraph 18 of the Agreement, entitled "**Notices**", is amended as follows:

A. If to the District: Trout Creek Community Development District
c/o FCS Management Group
260 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn Trout Creek CDD, District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue

Tallahassee, Florida 32301
Attn: District Counsel

F. As of March 1, 2026, the District's "Public Records Custodian" is **Vesta District Services**. All references to the "Public Records Custodian" in the Agreement, including contact information for the same, is revised as follows:

Public Records Custodian:	Vesta District Services
E-mail:	publicrecords@vestapropertyservices.com
Telephone:	(321) 263-0132
Address:	250 International Parkway, Suite 208 Lake Mary, FL 32746

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable except for the terms as specifically amended herein. To the extent the provisions of this Amendment or the Agreement hereto conflict, this Amendment shall control.

SECTION 4. AUTHORIZATION. The execution of this Amendment has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

SECTION 6. ANTI-HUMAN TRAFFICKING REQUIREMENT. The Contractor certifies, by acceptance of the Amendment, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. The Contractor affirms that it previously executed an affidavit in compliance with section 787.06(14), *Florida Statutes*.

SECTION 7. EFFECTIVE DATE. This Amendment shall be effective as of the day and year first written above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties execute this Amendment to be effective the day and year first written above.

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

FIRST SERVICE RESIDENTIAL PROPERTY MANAGEMENT INC.

By: _____
Print Name: _____
Its: _____

Exhibit A
Additional Services

1. SCOPE OF SERVICES

The scope of work is strictly limited to the cleaning of amenities within the District Facilities.

Contractor shall provide comprehensive janitorial services that ensure the cleanliness and hygiene of the Facilities. The services shall include, but are not limited to, the following tasks performed at the specified frequency and locations:

- Twice-per week cleaning and sanitization of:
    - Clubhouse main area
    - Separate gym/aerobics area
    - Two (2) pool bathrooms
    - Screened-in outpost area
    - Two (2) additional bathrooms in outpost area
- Immediate response to any emergency cleaning requests as notified by the Assistant General Manager or her designee.
- Disposal of waste and recycling in accordance with local regulations.
- Special event cleaning as needed, to be coordinated with the Assistant General Manager or her designee (There shall be no additional charges for cleaning required after private reservation parties or lifestyle events; such cleaning is included in the base scope of services.)

2. SCHEDULE AND SERVICE WINDOWS

Services shall be performed for a duration of not-to-exceed twenty-four (24) hours per week.

Adjustments to these times may be made only with prior written approval from the District. The Contractor must provide the District and District Manager with a minimum of fourteen (14) days' notice regarding any requested schedule changes.

3. SUPPLIES AND EQUIPMENT

- The District shall supply all necessary cleaning products, tools, and equipment required to perform the Services, unless otherwise specified by the District.

- The District shall provide access to storage areas for Contractor's equipment and supplies.

- Contractor shall use environmentally friendly and non-toxic cleaning products wherever possible, subject to approval by the District.

4. COMPENSATION

- The compensation for the Services shall be as outlined in the Agreement, with monthly invoicing for services rendered.
- Contractor shall submit detailed invoices including a breakdown of services performed, locations, and any additional charges for approved extra services.
- Payment terms shall be in accordance with the Agreement, subject to the satisfactory performance of services and compliance with all specified standards.
- In the event services are not provided as scheduled, the Contractor must, at the District's discretion, either (i) make up the missed service days within a timeframe approved by the District; or (ii) apply a corresponding discount to the monthly invoice reflecting the missed hours.

-The Contractor shall provide an hourly rate for additional coverage requested by the District to cover vacations, sick days, or time off for the Porter.

Hourly Rate for Additional/Relief Coverage: $50 per hour.

5. PERFORMANCE STANDARDS

- The compensation for the Services shall be as outlined in the Agreement, with monthly invoicing for services rendered.

- Contractor shall submit detailed invoices including a breakdown of services performed, locations, and any additional charges for approved extra services. Payment terms shall be in accordance with the Agreement, subject to the satisfactory performance of services and compliance with all specified standards.

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EXHIBIT 21

TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

RULES, POLICIES & RATES FOR USAGE FOR ALL DISTRICT FACILITIES

ADOPTED APRIL 5, 2016

AMENDED
February 4, 2020
February 9, 2022
January 18, 2023
November 19, 2024
September 17, 2025
~~[_____]~~ March 26, 2026

Trout Creek CDD
100 Kayak Way,
St. Augustine, FL 32092

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DEFINITIONS

"Additional Users" – Shall mean any persons who can demonstrate permanent residence in the same dwelling unit through documentation acceptable to the District including, but not limited to, government-issued identification, closing statements, or lease agreements showing the dwelling unit address.

"Amenity Management" – Shall mean any and all employees or representatives who may work for the Homeowners Association, Management Company, or District and are charged with the operation of the District's Facilities.

"Annual User Fee" – Shall mean the fee established by the District for any person that is not a Resident or Tenant and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth in *Addendum* A, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board" – Shall mean the Trout Creek Community Development District's Board of Supervisors.

"Commercial Purposes" – Shall mean those activities which involve, in any way, the provision of goods or services for compensation.

"Community Director" – Shall mean onsite supervisor of the Amenity Management.

"Corporate Owners of Residential Property" or "Non-Resident Owner" – Shall mean a person or entity that owns a residential lot or residence within the District, as evidenced by a recorded deed or other documentation acceptable to the District, and is entitled to access and use of the District Facilities as described herein.

"Corporate Owners of Undeveloped Property" – Shall mean a person or entity that owns undeveloped property within the District and is entitled to access and use of the District Facilities as described herein.

"District" – Shall mean the Trout Creek Community Development District.

"District Facilities" – Shall refer to the District Facilities including the Kayak Club, pools, Dog Park, parks, playgrounds, Fitness Lodge, tennis courts, play fields, kayak launching area, pavilions, boardwalks, trails, and any other facilities which are owned by the District.

"District Facility Policies" or "Policies" – Shall mean all District Facility Policies of the District, as amended from time to time. Such policies may be enforced by Amenity Management, the District Manager, the Board of Supervisors, and designated representatives thereof.

"District Manager" – Shall mean the District's management company, including its employees and agents, contracted by the District to manage the operations of the District.

"District Property" – Shall mean lands owned by the District.

"Guest" – Shall mean any person that accompanies a Patron in utilizing the District Facilities and is authorized by the Patron to access such facilities under the Patron's guest privileges.

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"Guest Privileges" – Privileges included with Patron account authorizing individual guest entries with no more than four (4) used at one time. All Guests must be accompanied by the sponsoring Patron during use of District Facilities, unless a weekly or summer Guest Pass is purchased as set forth in Addendum A.

"Non-Resident User" – Shall mean an individual who is not a Resident or Tenant, whose primary dwelling is not located in the District, but has access to the District Facilities due to payment of the Annual User Fee.

"Patron" – Shall mean Residents, Tenants, Non-Resident Users, and Corporate Owners of Residential Property or Undeveloped Property.

"Patron Identification" – Shall mean an electronic identification card, fob, or other form of identification issued by the District to a Resident, Tenant, Non-Resident Owner, and/or Non-Resident User. Patron Identifications are non-transferable and remain the property of the District.

"Resident" – Shall mean an individual whose primary residence is located within a dwelling within the District and may include a person/entity on the deed of record for a dwelling within the District.

"Tenant" – Shall mean an individual with a valid written lease agreement of at least one (1) year duration for a dwelling being used as a primary residence within the Trout Creek Community Development District.

ANNUAL USER FEE STRUCTURE

The Annual User Fee may be reviewed each year in conjunction with the adoption of the annual fiscal year budget for the District. Payment of the Annual User Fee provides access to all District Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of completion of the Non-Resident User application. The Annual User Fee is non-refundable.

DISTRICT FACILITY ACCESS

Two (2) Patron Identifications will be issued per place of residence within the District. The purchase of additional lost, or stolen Patron Identifications are outlined in Addendum A.

All Patrons will be required to provide proof of District residence or an executed Non-Resident User Application and execute a District Facilities Registration Form, including a liability waiver and release in a form approved by the District, prior to receiving their Patron Identification. The District Facilities Registration Form will identify persons authorized to use Patron Identifications. Such persons may include the Patron's children and grandchildren who do not reside within the District and who are under 18 years old, provided such children and grandchildren are accompanied by the Patron or another authorized adult listed on the Registration Form when using District Facilities to the extent required by the policies set forth herein.

A maximum of two (2) additional Patron Identifications can be purchased for Additional Users.

TENANT PRIVILEGES

1. Residents who lease their residential unit(s) in the District for a term of at least one (1) year shall have the right to assign their usage rights to a designated Tenant for the

duration of the lease term. During any period when usage rights are assigned to a Tenant, the Resident shall not have access to District Facilities.

2. In order for the Tenant to be entitled to use the District Facilities, the Tenant must register for a Patron Identification, provide a copy of the executed lease agreement, execute a liability waiver and release in a form approved by the District, and have written authorization provided by the Resident with a timeline to match the lease terms.
3. The Tenant shall provide a copy of the fully executed lease agreement showing a term of at least one (1) year and proof of residency at the leased property (such as a utility bill, driver's license, or other government-issued identification showing the District address) to acquire the Patron Identification.
4. A Tenant, who acquires a Patron Identification, shall be entitled to the same rights and privileges to use the District Facilities.
5. A fee for the issuance of a Patron Identification will apply. Please refer to Addendum A.

NON-DISCRIMINATION POLICY: The District is committed to compliance with all applicable fair housing laws, including the Fair Housing Act, and does not discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, age, or any other protected class under applicable federal, state, or local law in the provision of services or access to District Facilities. All Patrons and Guests shall have equal access to District Facilities and amenities in accordance with these policies and applicable law.

GENERAL DISTRICT FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or remove, in part or in their entirety, these District Facility Policies when determined necessary in its sole discretion.
2. All Patrons must have their assigned Patron Identification upon utilizing District Facilities. All Patrons must present their Patron Identification upon request from Amenity Management or other authorized District representatives.
3. For health and safety reasons, children must be supervised by a responsible person age 18 or older as follows, based on the nature of the facility and applicable safety requirements:
    a. Age 12 – Tennis Courts
    b. Age 8 – Playground, Event Lawn
    c. Age 13 – Swimming Pools
    d. Age 14* – Fitness Lodge (Patrons between the ages of 14-15 must undergo a fitness orientation to learn how to use the equipment and provide a liability release. These age restrictions are based on equipment manufacturer safety guidelines and insurance requirements.)
    e. Age 14 – Group Fitness Room
4. All hours of operation for the District Facilities, including holiday schedule, will be established and published by the District.
5. All pets are prohibited from entrance into the District Facilities, including but not limited to pools, except for service animals as required by the Americans with Disabilities Act and other applicable law.
6. Service Animals and Assistance Animals: Service animals that are individually trained to do work or perform tasks for a person with a disability are permitted in all areas of the District Facilities where the public is allowed, except where the animal's presence would fundamentally alter the nature of the service or create a direct threat to health or safety. Service animals must be harnessed, leashed, or tethered unless such devices interfere with the service animal's work or the individual's disability prevents use of such devices.

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Assistance animals (including emotional support animals) may be permitted in outdoor areas of District Facilities and common areas as a reasonable accommodation for persons with disabilities in accordance with the Fair Housing Act. Persons requesting accommodation for an assistance animal should submit a request to the District Manager or Community Director in accordance with the District's reasonable accommodation procedures. All animals permitted under this policy must be under the control of their handler at all times. Patrons and handlers are responsible for any damage caused by animals and for immediately cleaning up after all animals.

7. All vehicles must be parked in designated parking areas only. Vehicles shall not be parked on grass, lawns, sidewalks, or in any manner that blocks the normal flow of traffic or emergency access.
8. Fireworks of any kind are not permitted anywhere on the District Facilities or adjacent areas, unless for a District approved event.
9. Only Amenity Management is allowed in the service areas of the District Facilities.
10. Smoking, including but not limited to vaping, cigarettes, and e-cigarettes, is not permitted anywhere in the District Facilities.
11. Guests must be accompanied by a Patron, while using the District Facilities, if they do not have a Summer Guest Pass or Weekly Pass.
12. All lost or stolen Patron Identifications should be reported immediately to Amenity Management.
13. A fee will be charged to the Patron for the replacement of any lost or stolen Patron Identification.
14. Violation of the District Facility Policies may result in the suspension or termination of usage privileges for District Facilities in accordance with the procedures set forth herein. The District shall provide written notice of any alleged violation and an opportunity to be heard before the Board of Supervisors prior to any suspension exceeding thirty (30) days or permanent termination of privileges.
15. Patrons and their Guests shall treat Amenity Management with courtesy and respect.
16. The use of off-road motorcycles, all-terrain vehicles, mini-bikes, e-bikes or other similar recreational off-road vehicles shall not be permitted within Shearwater unless such use complies with local, state and federal laws, rules, and regulations. Except for authorized maintenance vehicles, motorized vehicles are not allowed on any trail or sidewalk within Shearwater, other than golf carts on designated golf cart paths/trails.
17. In accordance with Florida law, firearms and other weapons are prohibited in District Facilities where such restrictions are legally authorized, including but not limited to meetings and workshops of the Board of Supervisors. Firearms or any other weapons are not permitted in any of the District Facilities unless otherwise permitted by law.
18. The District reserves the right to provide programming, in its sole discretion. District has the authority to reserve certain areas for programming that are not able to be reserved by Patrons.
19. Trespassing is prohibited on all designated wetland conservation and/or mitigation areas located on District property. All trespassers may be reported to the local authorities and may be subject to prosecution under Florida law.
20. Loitering is not permitted at any District Facilities.
21. All Patrons shall abide by and comply with all applicable federal, State of Florida, and local laws and ordinances, as well as District Facility Policies, while present at or utilizing the District Facilities and shall ensure that any minor for whom they are responsible also complies with the same. Patrons acknowledge and agree that they are responsible for the conduct of their guests and minors under their supervision.

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22. The use of profanity, abusive language, or disruptive behavior will not be tolerated and may result in immediate removal from District Facilities and/or suspension of privileges.
23. The District, through its Amenity Management, shall have the authority to close any portion or all of the District Facilities for any necessary health or safety precautions, including but not limited to compliance with Florida Department of Health regulations under Chapter 64E-9, Florida Administrative Code. Examples include, but are not limited to, thunderstorms, fecal accidents, maintenance, and other emergency situations.
24. Non-District approved signage shall be restricted on District Property (e.g. Garage Sale, Open House, etc.).
25. Private barbeque grills of any kind are not permitted on District Property.
26. The Board of Supervisors, the District Manager, the Community Director, and Amenity Management shall have full authority to enforce these policies in accordance with Chapter 190, Florida Statutes, and the District's Rules of Procedure.

GENERAL DISTRICT FACILITIES USAGE POLICY

All Patrons and Guests using the District Facilities are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities.

Violation of the District Facility Policies and/or misuse or destruction of the District Facilities equipment may result in the suspension or termination of District Facilities privileges with respect to the offending Patron or Guest, subject to any applicable notice and hearing rights under Chapter 190, Florida Statutes, and the District's Rules of Procedure. The District reserves the right to pursue all available legal remedies, including but not limited to restitution, damages, injunctive relief, and costs of enforcement (including reasonable attorneys' fees), for destruction of or damage to District Facilities property or equipment.

***Hours**:* The District Facilities are available for use by Patrons and Guests during normal operating hours to be established and posted by the District.

***Emergencies**:* In the event of any emergency, Patrons should immediately contact 911 if emergency services are required. All emergencies and injuries occurring at District Facilities must also be reported to the office of the District Manager at (904) 436-6270 as soon as practicable.

Persons using the District Facilities do so at their own risk. The District Community Director, and Amenity Management are not present to provide personal training, exercise consultation, or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the District Facilities are encouraged to consult with a physician prior to commencing a fitness program. By using the District Facilities, Patrons and Guests acknowledge and assume all risks associated with such use.

FREE-RANGE BIRD'S NEST FOR CHILDREN

Free-Range Bird's Nest ("Bird's Nest") provides an **unsupervised** play area for children that may be utilized while Patron parents and/or guardians are utilizing the Fitness Lodge. As the Bird's Nest will not be staffed or subject to active supervision by Amenity Management, please use extreme discretion in allowing children to play there. The following conditions of use apply:

1. Children in the Bird's Nest remain solely the Patron's responsibility at all times. The District, its Board of Supervisors, officers, employees, agents, contractors, and Amenity Management (collectively, "District Parties") shall not be liable for and are not responsible for any injuries, accidents, losses, or damages sustained in the Bird's Nest.

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By allowing their children to use the Bird's Nest, Patrons acknowledge and assume all risks associated with such use.

2. No child shall remain in the Bird's Nest for longer than 1 hour.
3. The age range for children using the Bird's Nest is between five (5) and eleven (11) years of age. Parents and legal guardians must use their best judgment to determine if their child is mature enough to be in the Bird's Nest unattended and assume full responsibility for such determination.
4. The Bird's Nest is only available during Fitness Lodge hours, and Patrons may not leave the Fitness Lodge while their child is utilizing the Bird's Nest.
5. The District reserves the right to restrict usage of the Bird's Nest should a child appear too young to be unsupervised, misuse the Bird's Nest, misbehave, or display symptoms of illness. The District further reserves the right to limit the number of occupants in the Bird's Nest.
6. Violations of these policies may result in suspension from use of the Bird's Nest and/or District Facilities.
7. Participation in the Bird's Nest will be based on a first-come, first-served basis. The District reserves the right to utilize the Bird's Nest for District activities. During this time, the Bird's Nest may not be available for general use.
8. Infant carriers, strollers, and other similar devices are not permitted in the Fitness Lodge. Due to safety concerns, no infants, toddlers, or young children are permitted in the workout areas of the Fitness Lodge unless they are utilizing the Bird's Nest in accordance with the applicable policies.

SWIMMING POOLS, TOWER SLIDE, AND LAZY RIVER POLICIES

The pool and pool deck areas of the swim facilities are not available for private rental and shall remain open to other Patrons and Guests during normal operating hours. SWIM AT YOUR OWN RISK. The District, its agents, employees, and contractors shall not be liable for any injuries, accidents, losses, or damages sustained while using the pool facilities, except as may be required by applicable law.

HOURS OF OPERATION:

1. Days and hours of operation are subject to change without notice and shall be posted in a conspicuous location within the District Facilities.
2. Swimming is permitted only during designated hours, as posted and in accordance with the safety standards for public swimming pools as adopted by the Florida Department of Health in Chapter 64E-9, Florida Administrative Code.
3. The swimming pools may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
4. Any person swimming during non-posted swimming hours or outside of designated operating hours may be subject to suspension from using District Facilities and may be reported to local authorities for trespassing.

POOL RULES AND REGULATIONS

1. Food and beverages are prohibited in the pool and on the pool wet deck area. Pool wet deck area is defined as the four (4) foot wide unobstructed pool deck area around the outside of the pool water perimeter.
2. No glass or animals are allowed in the pool area (or tennis gates).
3. All Patrons must use their assigned Patron Identification upon entering the pool areas.
4. Proper swim attire must be worn in the pool.
5. No denim or cotton shorts permitted.

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6. Personal visual or audio devices are not permitted unless they are equipped with headphones.
7. Showering is required before entering the pools.
8. Alcoholic beverages are prohibited in the pool area, unless provided in a District-sponsored event.
9. No jumping, pushing, running, or other horseplay, as determined by the Amenity Management, is allowed in the pool or on the pool deck.
10. Interfering with the lap-swimming lanes is prohibited.
11. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper.
12. Unauthorized diving is strictly prohibited at all pools.
13. Posted swimming pool hours and availability may be limited or rotated in order to facilitate maintenance of the facility.
14. The changing of diapers or clothes is not allowed poolside.
15. No one shall introduce, install, or add unauthorized chemicals, soaps, or other substances into the pool(s). Failure to comply with this regulation could result in the Patron being liable for any costs incurred in treating and reopening the pool, including but not limited to chemical treatment costs, labor costs, and lost revenue.
16. Remote controlled watercraft are prohibited in the pool areas.
17. Pool entrances must be kept clear at all times.
18. Obstructing ladders, fences, or railings is prohibited as is sitting, standing or hanging on such apparatus.
19. Pool furniture is not to be removed from the pool area.
20. Profanity, abusive language, and physical or verbal abuse are prohibited.
21. The District is not responsible for any effects the chemicals within the pool may cause.
22. Pets, bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck or inside the pool gates.
23. Obey Lifeguards at all times. Failure to obey the rules may result in injury or removal from the facility.
24. The District reserves the right to authorize all programs and activities, including but not limited to the number of guest participants, equipment and supply usage, and reservation of pool for swim lessons, aquatic programs, and pool parties.

FECES POLICY FOR ALL SWIMMING AND WADING POOLS

If fecal contamination occurs, the affected pool will be quarantined and closed immediately. The pool will remain closed and undergo proper disinfection procedures in accordance with Florida Department of Health Chapter 64E-9, Florida Administrative Code, which requires specific chlorine levels and contact times based on the type of contamination (formed stool vs. diarrheal incident). The pool will reopen only after proper disinfection procedures are completed and water quality standards are met.

ADA CHAIR LIFT USAGE POLICY

1. ADA chair lifts are available for use by individuals with disabilities or mobility impairments as required under the Americans with Disabilities Act.
2. Chair lifts are designed for self-use. Amenity Management is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions.
3. Misuse of ADA chair lifts by individuals who do not require accessibility assistance may result in immediate suspension from the District Facilities for a period of one (1) day.

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WEATHER POLICY

1. Rain: the pools will remain open unless severe weather poses potential danger to the guests and will reopen once such weather passes, all as determined in the sole discretion of the supervisor or Amenity Manager.
2. Thunder and Lightning: The pool will close immediately in case of thunder or lightning and will reopen only once the District determines thunder and lightning has been cleared.

AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

1. Aquatic toys and equipment are not permitted in the pool.
2. Prohibited items include, but are not limited to, rafts, kickboards, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
3. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Inner tubes provided by Amenity Management are allowed in the Lazy River.

LAZY RIVER POLICIES

1. PATRONS AND GUESTS USE THE LAZY RIVER AT THEIR OWN RISK. The District does not provide lifeguard supervision for the Lazy River during all operating hours. Users assume all risks associated with use of this amenity.
2. No climbing or sitting on the wall.
3. No jumping or diving into the Lazy River.
4. Only tubes provided by the District may be used in the Lazy River.
5. Only one person per tube seat. Tubes without an opening are available for children under 36" tall. These tubes may only be used when an adult supervisor at least eighteen (18) years of age maintains constant supervision within arm's length of the child at all times.
6. The Lazy River may only be used during pool hours when the river is attended by Pool Attendants unless otherwise so designated.
7. Maximum of two tubes may be coupled together.
8. Enter and exit only in designated areas.
9. During busy conditions float times may be limited by staff.
10. Users of the Lazy River are required to float at the pace and direction of the current and may not stop floating with the current until they are prepared to exit the Lazy River or in an out-cove.
11. No swimming underwater.
12. Users of the Lazy River may not stand, kneel, stack, flip, or throw floatation devices.
13. Floatation devices shall be removed from the Lazy River when not in use and placed in designated storage area.
14. All other Pool Rules and Regulations are required to be followed. Always use caution and follow staff directives when floating the Lazy River.
15. Children must be supervised by an adult.

TOWER SLIDE SPECIFIC POLICIES

1. When a lifeguard or Pool Attendant is stationed at the bottom of the slide in the water, children must be at least forty-two inches (42") tall to ride the slide. When a lifeguard or Pool Attendant is not stationed in the water, children must be at least forty-eight inches (48") tall to ride the slide.
2. Height and weight restrictions will be judged at the sole discretion of the lifeguard, Pool Attendant, or Amenity Management.

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3. For everyone's safety, refrain from standing at the bottom of the slide.
4. Only one person may use the slide at a time.
5. Only one person may be on the top of the slide at a time.
6. If a lifeguard or Pool Attendant questions a swimmer's ability, then, if requested, the swimmer must demonstrate their ability to swim prior to using the slide.
7. Users must slide feet first.
8. Users must never stop, stand, flip or slow themselves when riding the slide.
9. Users must keep feet and hands inside the slide at all times.
10. Users may not climb back up the slide after beginning their descent or after exiting the slide.
11. No jewelry, floatation devices or casts may be worn while using the slide.
12. No shorts with snaps or rivets, or anything that may damage the slide will be allowed on the slide.
13. Pregnant women are strongly discouraged from using the slide and should consult with a physician prior to using the slide.
14. Users must exit the slide landing exit area as delineated in the pool immediately after exiting the slide.
15. Users must follow lifeguard or Pool Attendant instructions at all times, and the lifeguard or Pool Attendant shall have the final authority on pool/slide use.
    The slide may only be used during pool hours when the water slide is attended by a lifeguard or Pool Attendant.
16. All other General Pool Rules are required to be followed.

WATER WALKING POLICIES

1. **Purpose:** To promote wellness and ensure safe use of the Lazy River amenity, the District has designated specific hours for continuous walking exercise. These hours are open to all authorized residents and their registered guests, who wish to use the Lazy River for walking-only purposes.
2. **Lazy River Walking Hours** - Daily Walking Time: 9:00 AM – 10:00 AM (subject to adjustment at the District's sole discretion)
3. **During designated walking hours:**
   a. Use of the Lazy River is limited to continuous walking in the current direction of flow.
   b. No floatation devices, horseplay, running, stopping, or stationary use is permitted. Users must maintain a safe walking pace and appropriate distance from other users.
   c. All users must be respectful of others using the amenity for fitness purposes. Users must follow all staff instructions and posted safety rules. Failure to comply may result in removal from the facility and suspension of access privileges.
   d. Swimmers, loungers, and users with small children are welcome outside of walking hours or during designated recreation times, consistent with the general Lazy River rules.
4. **General Rules** (Apply at All Times)
   a. During designated walking hours, minors fourteen (14) years of age or under must be accompanied and supervised by an adult at least eighteen (18) years of age at all times for usage of the Lazy River. All children five (5) years of age or younger, as well as all children who are unable to swim independently, must be supervised by a responsible individual eighteen (18) years of age or older, at all times within arm's length. Children who cannot maintain continuous walking for the full designated walking period should not use the Lazy River during walking hours. No horseplay is permitted.
   b. Proper swimwear required. All clothing must be made of appropriate swim material and be clean prior to entry. Cut-offs, denim, cotton clothing, and street clothes are prohibited. Swim diapers are required for all children who are not toilet-trained and for any individuals who require them for incontinence.

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c. Food and beverages are prohibited in the water.
d. Staff may enforce safety or operational closures as needed for maintenance, weather conditions, or emergency situations. The District reserves the right to close the facility without advance notice when necessary to ensure user safety.

FITNESS LODGE POLICIES

1. NOTICE: THE FITNESS LODGE IS UNATTENDED. NO STAFF IS PROVIDED. USE OF THIS FACILITY AND ALL EQUIPMENT IS AT YOUR OWN RISK. USERS ASSUME ALL RISKS OF INJURY OR DEATH ASSOCIATED WITH USE OF FITNESS EQUIPMENT AND FACILITIES.PERSONS USING THE FITNESS LODGE DO SO AT THEIR OWN RISK. THE DISTRICT DISCLAIMS ALL LIABILITY FOR INJURIES OR DAMAGES ARISING FROM USE OF THE FITNESS LODGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO SECTION 768.28, FLORIDA STATUTES.
2. Amenity Management is not present to provide Personal Training or Exercise Consultation to Patrons.
3. Persons interested in using the Fitness Lodge are encouraged to consult with a physician prior to commencing a fitness program.
4. All Patrons using the Fitness Lodge are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities. By using the Fitness Lodge, Patrons acknowledge and assume all risks associated with the use of fitness equipment, including but not limited to the inherent risks and dangers of serious bodily injury, permanent disability, paralysis, and death.
5. **Hours:** The Fitness Lodge is open for use by Patrons and Guests during normal operating hours to be established and posted by the District. Guest access to Fitness Classes is limited upon space and availability, with priority to Patrons.
6. **Emergencies***:* Call 911 immediately if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Management and the District Manager at 321-263-0132 as soon as reasonably possible.
7. **Eligible Users**: Patrons and Guests, 14 years of age and older, are permitted to use the equipment in the Fitness Lodge during designated operating hours. Minors aged 14-17 must be accompanied by a parent or legal guardian who remains present in the Fitness Lodge during the minor's use of the facility.
8. Patrons and Guests must provide proof of age if requested by Amenity Management to use the Fitness Lodge.
9. **Food and Beverage:** Food is not permitted within the Fitness Lodge.
    a. Water is permitted in the Fitness Lodge if contained in non-breakable containers with screw top or sealed lids.
    b. Alcoholic beverages are not permitted.
10. **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Lodge.
    a. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
11. **General Policies:**
    a. Each Patron is responsible for wiping off fitness equipment after use.
    b. Use of personal trainers is prohibited in the Fitness Lodge unless preapproved in writing by the Amenity Management. Any approved personal trainer must provide proof of liability insurance naming the District as an additional insured with minimum coverage of $1,000,000 per occurrence and $2,000,000

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aggregate, and must execute an indemnification agreement in favor of the District.

c. Hand chalk is prohibited in the Fitness Lodge.
d. Radios, tape players, and CD players are prohibited unless they are personal units, equipped with headphones.
e. Weights or other fitness equipment may not be removed from the Fitness Lodge.
f. Please replace weights to their proper location after use.
g. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of weights.
h. Any fitness program operated, established, and run by Amenity Management shall have priority over other users of the Fitness Lodge.
i. No throwing objects against any wall.

GROUP FITNESS ROOM

1. Children 14 and under are allowed in the Group Fitness Room only when accompanied by and under the direct supervision of a parent or legal guardian at all times. The supervising adult must remain in the Group Fitness Room and maintain visual contact with the child at all times.
2. Children must be actively utilizing the room for its intended use (i.e. dance classes, children's fitness classes, and other similar activities). If children are not actively participating in fitness activities, they will be asked to wait in the Bird's Nest. Please refer to Free Range Bird's Nest Policies. Parents and legal guardians remain responsible for their children's safety and conduct at all times, regardless of location within the District Facilities.

TENNIS FACILITY POLICIES

1. All players shall check-in with on-site staff prior to playing.
2. Unreserved tennis courts will be assigned on a first-come, first-serve basis.
3. Clinic, lesson, and guest fees (if applicable) are to be paid prior to the utilization of court(s).
4. Patrons may make a court reservation by going to Playtennis.usta.com/shearwater and registering an account. Please save your confirmation email so that you can cancel your reservation if needed.
5. Reservations are allowed for one court, up to 72 hours in advance.
6. The length of time for a court reservation is 1, 1.5, or 2 hours.
7. If a Patron arrives more than 15 minutes late for their reservation, that court will be forfeited and available on a first-come, first-serve basis.
8. Tennis court usage may be limited or suspended from sponsored events, lessons, or as approved by Amenity Management.
9. Proper tennis attire, as determined by Amenity Management, shall be worn at all times; cutoffs or jeans are prohibited.
    a. Only smooth sole tennis shoes shall be worn.
    b. Running shoes and cross-training shoes are prohibited.
10. Proper court etiquette should be observed at all times.
11. Profanity and/or disruptive behavior are prohibited.
12. Tennis Facility hours of operations are from 7:00 a.m. to 11:00 p.m. Lights at the Tennis Facility must be turned off after each use, and must be turned off at 11:00 p.m., unless during a District-sponsored event. However, the courts will be closed for maintenance daily from 6:30 a.m. to 8:00 a.m. and closed for mid-day watering from 1:00 p.m. to 3:00 p.m. from April to October.
13. Tennis courts are for tennis only.

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14. Children under 12 years of age must be accompanied by and under the direct supervision of a parent or legal guardian at all times while on the tennis courts.
15. Glass containers, food, and smoking are prohibited near or on the tennis courts.
16. No vehicles or animals are allowed on the tennis courts.

TROUT CREEK CDD RULES GOVERNING E-BIKE USE ON DISTRICT PROPERTY

1. Due to continuing health, safety and welfare concerns, as well as widespread property damage, use of e-bikes on District property (excepting roadways), including sidewalks, cart paths, trails, common area or other permitted riding areas is subject to each rider having successfully completed an e-bike safety course through the District. Once completed, proof of successful completion will be issued to such rider and recorded in the District records.
2. No e-bikes of any class are permitted on landscape berms, retention areas, swales, or any District infrastructure not designated as a trail or path (CDD trails, common/amenity tracts, rec paths, grass areas, etc.). These areas are not recreational zones.
3. No stunt riding, jumping, off-trail riding, or use of District property as a bike course. This includes but is not limited to using berms as hills or launch ramps.
4. All riders under age 16 must wear a properly fitted helmet compliant with CPSC standards (16 C.F.R. Part 1203) at all times while operating any e-bike on District property. Parents and guardians are responsible for compliance. All riders must complete an e-bike safety course as a condition precedent to continued access to District facilities.
5. All e-bike operators must yield to pedestrians, obey posted speed limits and signage, and operate in a manner that does not endanger others.
6. E-bikes may not be operated on District property by any person who cannot safely control the vehicle. The District will make this determination on a facts-and-circumstances basis. All violations of these rules are governed by the District's Disciplinary Procedures attached as Addendum C herein.

RENTAL OF DESIGNATED DISTRICT FACILITIES

1. Various locations, outlined in Addendum B, are to be used on a first come, first serve basis. However, several locations are required to be rented for exclusive use.
2. The rentals of these locations are for Patron use only.
3. The District Facilities' grills must be cleaned after each use.
4. Patrons must take all trash with them when leaving.
5. The rental of District Facilities is available only during designated hours (attached).
6. Additional guidelines and information on the District Facilities rental can be found in Addendum B.
7. The District has the authority to reserve certain areas that are not able to be reserved by Patrons for programming purposes.
8. **Facility Alcohol Policy**. The following regulations apply to Patrons intending to serve alcohol at the Amenity Center:
    a. Patrons intending to serve alcohol must indicate such intent on the Facility Use Permit at the time of application submission. Any Patron who does not indicate such intent at the time the application is submitted shall not be permitted to serve alcohol. All alcohol service must comply with Florida Statutes Chapter 562 and applicable local ordinances.
    b. Alcoholic beverages are only permitted in the Kayak Club and Pavilion areas.
    c. Glass containers are prohibited outside.

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d. Event Liability Insurance, including liquor liability coverage, shall be required for all events where alcoholic beverages are served, in the following amounts:
   i. Commercial General Liability insurance with Property Damage coverage in an amount not less than $250,000 per occurrence
   ii. The person or entity holding the event agrees to indemnify, defend, and hold harmless the District, its officers, supervisors, agents, and employees from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or damages of any nature, arising out of or in connection with the event wherein alcohol is provided or served, including reasonable attorneys' fees and costs through all trial and appellate proceedings.
   iii. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*.

RENTAL OF OUTPOST POLICIES

1. The rental of this location is for Trout Creek CDD Residents and their authorized guests only.
2. The rental of District Facilities is available only during normal hours of operation (9:00 a.m. – 1:00 p.m.; 1:30 p.m. – 5:30 p.m.; 6:00 p.m. – 10:00 p.m.) or when pre-approved by Amenity Management.
3. If you brought it, take it. If you leave it, management is not responsible.
4. Take only pictures. Leave only footprints. Please clean up after yourself.
5. Secure all doors and turn off lights before leaving.

SHEARWATER LANDING AND KAYAK LAUNCH POLICIES

1. All posted rules must be followed.
2. Open from Dawn to Dusk.
3. Children under the age of fourteen (14) must be accompanied by an adult.
4. Be courteous. Do not obstruct the path or space of others on the Pier.
5. No swimming, diving, or entering the water from the Landing.
6. Do not clean fish on the pier. Do not cut bait on the pier or handrails.
7. Be considerate. Properly dispose of all unused bait, fish and trash.
8. Alcoholic beverages, glass containers and other breakable items are prohibited.
9. Please follow all USCG recommendations and wear approved personal flotation devices when operating a vessel on the waterway.
10. No motorized vessels. No unattended vessels. No golf carts allowed. No discharges into the water.
11. If you brought it, take it. If you leave it, management is not responsible.
12. Use caution. Nature trail is slippery when wet.
13. Facilities are available for residents to use at their own risk.

BARBEQUE GRILL POLICIES

1. Patrons shall check-in with Management staff prior to using the Shearwater community grills.
2. Management staff will provide a key to turn on the grill and answer any questions regarding the operation of such grill.
3. Grills are only available for use, on a first-come, first-served basis, to individuals eighteen (18) years and older who have the general, operational knowledge of barbeque grills.
4. Patrons shall comply with the following rules when operating a community grill:
   a. Community grills shall not be left unattended at any time while in use;

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b. Please be courteous and share the community grill area;
c. Clean up all trash and other debris generated during the use of community grill and deposit the same in appropriate trash receptacles;
d. Clean the grill(s), counter space(s), and picnic table(s) after use, with cleaners provided in the cabinets underneath the community grills;
e. Glass and other breakable items are not permitted in the community grill area.
f. The District reserves the right to seek reimbursement for costs related to the violation of any of the above policies or for a failure to return any rental items within twenty-four (24) hours.

POND POLICIES

The ponds at the District are part of a storm water management system designed to treat runoff from lots and streets and control flooding.

1. All trash or debris must be disposed of in the appropriate receptacles.
2. Only authorized personnel are allowed to introduce or stock any of the bodies of water.
3. Parking along the right of way or on any grassed area near the storm water ponds is prohibited.
4. Homeowners whose lot abuts the storm water pond are responsible for trash removal to the water line.
5. Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
6. Swimming and wading in ponds is prohibited.
7. No watercrafts of any kind are allowed in the ponds. Fishing is only allowed in designated areas.

FISHING POLICIES

Fishing within the District is permitted exclusively in the stormwater retention ponds identified as "Fishing Ponds" on the map attached to these Rules as Addendum D (incorporated herein by reference) and is subject to the following policies:

1. Fishing from the Fishing Ponds is permissible only from the banks and is permitted only for District residents and their authorized guests. We ask that you respect your fellow neighbors and access the Fishing Ponds through the proper access points. Accessing private property without permission may result in legal action by the property owner, including potential trespass charges by local law enforcement, and other penalties including, but not limited to, suspension of amenity privileges pursuant to the District's adopted policies.
2. Fishing in the Fishing Ponds is at your own risk. The District, to the fullest extent permitted by law, disclaims liability for any loss, damage, or injury to any person or property arising out of the use of the Fishing Ponds. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
3. Parking on any grassed area near the Fishing Ponds is prohibited, and parking on county roadways is subject to county code and regulations and done at your own risk.
4. Catch and release is required. The Fishing Ponds are stormwater retention ponds designed to capture and retain contaminants. Fish caught in the Fishing Ponds shall not be consumed due to potential contamination from stormwater runoff.
5. Patrons are responsible for complying with all State of Florida licensing requirements and other applicable laws and regulations for fishing, including but not limited to those established by the Florida Fish and Wildlife Conservation Commission. Information regarding licensing

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requirements can be found at MyFWC.com or by contacting the Florida Fish and Wildlife Conservation Commission.

6. Children under 12 years of age must be accompanied and directly supervised by a responsible adult (18 years or older) when fishing.
7. Do not leave fishing poles, lines, equipment or bait unattended.
8. Ensure all litter and waste is properly disposed of. Items such as discarded fishing line, lures, and tackle pose serious risks to wildlife. Residents are encouraged to act as responsible environmental stewards while enjoying District amenities.
9. Please be aware of wildlife, including alligators and snakes, and exercise caution when using the Fishing Ponds. Do not feed wildlife.

PARKS, EVENT LAWN, AND PLAYGROUND POLICIES

1. Parks, event lawns, and playgrounds are available on a first-come, first-served basis, no reservations are permitted.
2. Community Event Fields and Lawn are for the use of District residents and their authorized guests only. Unless approved by the District prior to use, no organized sports may hold practices, games or events in such areas.
3. Patrons and Guests using the parks and playgrounds must remove debris brought to the playground.
4. Glass containers are prohibited.
5. The use of profanity or disruptive behavior by any person is absolutely prohibited. All rules regarding conduct and use of facilities apply equally to all Patrons and Guests.
6. Alcoholic beverages are not permitted in the parks or playgrounds.
7. Patrons may not install inflatable equipment, such as bounce houses, at the parks or playgrounds without prior written approval from the District due to safety and liability concerns.
8. Parks and playgrounds hours are dawn to dusk, seven days a week.

DOG PARK POLICIES

1. Please note that the Dog Park is an unattended facility and persons using the Dog Park do so at their own risk. The District, to the fullest extent permitted by law, disclaims liability for injuries or damages arising from use of the Dog Park. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
2. All Patrons and Guests using the Dog Park are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rule of the District. Any disregard or violation of these policies or misuse or destruction of Dog Park facilities or equipment may result in suspension or termination of Dog Park or Amenity Facility privileges, subject to the procedures set forth in these policies. The District reserves the right to seek reimbursement for damages. Guests may use the Dog Park only if accompanied by and under the supervision of a Patron who assumes responsibility for the Guest's compliance with all Dog Park policies.
3. Dog Park is open from dawn to dusk.
4. The District reserves the right to close the Dog Park or sections of the Dog Park for any reason including maintenance, mowing, severe weather conditions, special events, or for any other health, safety and danger issues.
5. Food, alcoholic beverages and glass containers are prohibited in the Dog Park area.
6. Only dogs are allowed in the Dog Park area; all other pets are prohibited from the Dog Park area.
7. Dogs shall be on leash at all times unless in designated "off-leash" areas.

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8. Patrons shall always supervise their dogs and shall not leave their dogs unattended at the Dog Park.
9. Dogs exhibiting aggressive behavior are prohibited.
10. All spiked collars are prohibited in the Dog Park.
11. Owners shall supervise the dogs to ensure dogs do not dig or damage any portion of the Dog Park.
12. Dogs under four (4) months old, in heat, with fleas or other contagious skin conditions, or otherwise ill are prohibited from the Dog Park.
13. Dogs shall be up-to-date on vaccinations prior to entering the Dog Park and shall have current rabies vaccination tags as required by Florida law and applicable local ordinances affixed to their collars at all times.

TRAIL POLICIES

1. Bikes, e-bikes, skateboards, scooters and roller-skates are only allowed on the designated paths/trails provided they are used in a careful and prudent manner and at a rate of speed no greater than what is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and character of pedestrian traffic, grade, and width of the trail or public path, condition of surface, and observation of all traffic-control devices. Every person using wheeled transportation upon a trail or public path shall yield the right-of-way to any pedestrian.
2. Cars, trucks, and similar vehicles are prohibited on trails, unless vehicle is an approved maintenance vehicle.
3. No trash shall be deposited on the trails.
4. Use of trails is at your own risk.
5. Only use designated trails.
6. All pets must be leashed at all times.
7. Do not disturb the nature landscapes. Be cautious of plants and wildlife in their native habitat.
8. The following are not permitted at any time:
    - Horses
    - Feeding animals
    - Hunting
    - Camping
    - Cooking
    - Smoking
    - Fires

GOLF CART USAGE WITHIN SHEARWATER

Golf cart usage shall be in accordance with St. Johns County Ordinance 2018-42, as may be amended or replaced. Please refer to such ordinance and Florida law for legal and safe operation of golf carts.

COMMUNITY GARDEN POLICIES

This section sets out the policies (the "Garden Policies") that govern the Community Garden (the "Garden"). The District may lease each bed in the Garden and administers the Garden Policies. These Garden Policies have been provided to each person who leases a bed on a first-come, first-served basis in the Garden from the District (each, a "Gardener") pursuant to an agreement with the District (the "Gardener's Contract"). The District reserves the right to make future modifications to the Garden Policies, without advanced notice. The District will provide all Gardeners with a copy of the

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current Garden Policies. Gardeners are encouraged to promptly report any concerns about the safety of the Garden or any possible violations of the Garden Policies to the District.

1. **Hours:** The Garden will be open to Gardeners from dawn to dusk daily.
2. **Litter**: Each Gardener is responsible for disposal of trash. Do not place any trash in common areas, roadways, or in beds. The entire Garden, including all common areas and beds, are to be kept free of litter, including boxes, cans, buckets, baskets, and containers of any kind not in actual usage as part of gardening activity.
3. **Watering**: Hoses in use on the site belong to the District. Gardeners must remain in the Garden while watering with hoses and must prevent water from running off their bed(s) onto common areas or adjacent beds. All hoses must be turned off completely and stored properly prior to the Gardener leaving the Garden. Gardeners may be held responsible for water waste or damage caused by improper hose usage.
4. **Clean Up**: Gardeners will perform a clean-up of their beds at the end of the term of their Gardener's License Agreement. Clean up includes removing all plants, roots, weeds and other debris from bed and leaving the bed in a smoothly raked condition.
5. **Compost**: Gardeners will place any organic waste, such as weeds, dead plants or rotten produce in the compost pile designated by the District.
6. **Pets**: Gardeners may not bring any pets or animals into the Garden, including for burial.
7. **Fires**: Gardeners may not start or maintain a campfire, burn weeds, use a grill, or cook in the Garden.
8. **Music**: Gardeners may not play music unless headphones are used. The District may play music for District sponsored events.
9. **Mulch**: Plastic mulches and rubber mulches are prohibited.
10. **Fertilizer/Pesticides**: The applications of organic or natural insecticides, pesticides, herbicides, weed killers, fungicides, or weed repellants are allowed in the Garden. Non-organic or non-natural chemical applications are prohibited. The District reserves the right to prohibit use of any chemicals deemed harmful in the Garden.
11. **Alcohol And Drugs:** No alcohol or illegal substances may be consumed on the entire site. Gardeners may not bring alcohol or illegal substances onto garden premises. Gardeners may not come into the garden while under the influence of alcohol or illegal substances. No illegal substances may be grown in the garden. Notwithstanding the foregoing, the District may allow alcohol consumption in the Garden during District-sponsored events.
12. **Suspension of Privileges:** Gardeners may lose their rights to participate in the Garden if they fail to comply with these Garden Policies. The District may also provide written notice to the Gardener of the Gardener's failure to comply with any of the Garden Policies (the "Violation Notice"). The Gardener will have five (5) business days from receipt of the Violation Notice to correct the violation. If the violation is not corrected to the District's satisfaction within five (5) days after the District delivers the Violation Notice, the District may, at its discretion, terminate the Gardener's right to participate in the Garden.

NANNY/AU PAIR/CAREGIVER POLICY:

1. Any resident who has hired a Nanny/Au Pair/Caregiver to care for their children and would like the Nanny/Au Pair/Caregiver to utilize the District Facilities must first register their Nanny/Au Pair/Caregiver with the Resident Services Coordinator.
2. The Nanny/Au Pair/Caregiver must provide valid government-issued photo identification when entering District Facilities.
3. A Nanny/Au Pair/Caregiver may only access District Facilities when accompanied by the children in their care and/or the resident who registered them.

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GRANDPARENT POLICY:

A Grandparent designation may be requested by any resident of the District. The Grandparent designation will allow legal grandchildren, up to the age of 18, to accompany the resident to the District Facilities without the use of a guest pass. The resident must accompany the grandchildren at all times.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and Guest, as a condition of use of the District Facilities, shall assume sole responsibility for their property.

The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the District Facilities, whether in lockers or elsewhere.

No person shall remove from the District Facilities premises any property or furniture belonging to the District or its contractors without proper authorization.

Patrons shall be liable for any property damage and/or personal injury at the District Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, his/her family member, or his/her Guests.

The District reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the District Facilities' premises, District Facilities' premises, shall do so at his or her own risk, and shall indemnify, defend, and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents from and against any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents.

Any Patron or Guest shall have, owe, and perform the same obligation to the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

Should any party bound by these District Facility Policies bring suit against the District, the Board, the District Manager, Amenity Management, or their respective employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter related to the use of District Facilities, and fail to obtain judgment therein against the District, the Board, the District Manager, Amenity Management, or their respective employees, representatives, contractors or agents, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit, including reasonable court costs and attorney's fees through all appellate proceedings.

INDEMNIFICATION

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Each organization, group or individual reserving the use of the District Facilities agrees to indemnify and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the District's Facilities and property, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents shall not be liable for, and the Patron or Guest shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's Facilities and property.

SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

Please refer to **Addendum C** for information on suspension and termination of privileges.

NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the District. The policy statement is consistent with the policies of other governments including St. John's County, and the St. Johns River Water Management District ("SJRWMD") as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow nature to take its normal course. Vegetation that dies including but not limited to trees are left to fulfill its role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the District and all required permits from all authorities having jurisdiction including St. John's County and SJRWMD. Such abutting property owner must initially contact the District for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by St. John's County and SJRWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

The District Facility Policies of the Trout Creek Community Development District were adopted by the Board on April 5, 2016 and last amended on March 26, 2026. The District Facility Policies are subject to change. Questions or comments in connection with the District Facility Policies should be submitted to the District Manager, Trout Creek CDD, 250 International Pkwy, Ste. 208, Lake Mary, FL 32746.

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ACKNOWLEDGEMENT

I hereby acknowledge receipt of the Trout Creek Community Development District Facility Policies and agree to abide by the terms and conditions contained therein and by such future terms and conditions as may be approved by the Trout Creek Community Development District's Board of Supervisors. I understand that I have the right to refuse consent for the use of my image, and I may opt out of photo/video consent by notifying the District in writing. I further consent to the District's use of any pictures (video or print) for promotional purposes in connection with any District event or activity. I understand that I have the right to revoke this consent at any time by providing written notice to the District Manager.

Print Name: _____

Address: _____

_____

Signature: _____

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Amenity and Guest Fees - Addendum A

Non-Resident Annual User Fee	~~$3,005~~$5,000 Per Person
Additional or Lost Patron Identification	$30 Per Card/Fob
Renter Privileges	$30 Per Card/Fob
-E-Bike Safety Course	$0 - $25.00
Golf Cart Registration Fee	$0 - $50.00

Guest Privileges	**Restrictions**	**Pass Privileges**
Daily Guest Pass- • 12 guest passes can be purchased for a fee of $75 • A Daily Guest Pass can be purchased by Patrons for a fee of $15 per pass •	• Patron will need to sign in and accompany their guests at the pool gate	• Use of pools, fitness, and tennis facilities. • Excludes Bird's Nest
Weekly Houseguest Pass • A Houseguest is defined as a guest who resides more than 40 miles outside the District boundaries and is a short-term overnight visitor; • A Houseguest may purchase a pass for weekly admission to the District Facilities for a fee of $50 per person. • This pass is valid for seven (7) calendar days starting with the day of purchase.	• Houseguests do not need to be accompanied by a Patron; • Each Houseguest is limited to two (2) or more Houseguest Passes per year based on availability.	• Includes use of pools, fitness and tennis facilities;

Rental Fees - Addendum B

		Current Patron Rate		Other
Kayak Club Room Monday - Thursday	$205 $505 if alcohol is served – Additional proof of insurance required	$55 per hour Min. 2 hr. rental Max 4 hrs	$85 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • This rental does not allow guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Kayak Club Room Friday, Saturday and Sunday Saturday and Sunday	$205 $505 if alcohol is served – Additional proof of general liability insurance with minimum coverage of $1,000,000 per occurrence naming the District as an additional insured is required when alcohol is served. insurance required.	$80 per hour Min. 2 hr. rental Max. 4 hrs	$125 per hour Min. 2 hr. rental Max. 4 hrs	• Patrons may make reservations up to six months in advance • This rental does not allow guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Shearwater Pavilion	$205	$55 per hour Min. 2 hr. rental Max 4 hrs	$75 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Up to 15 guests allowed entry to the pool when approved in writing by the Resident Services Coordinator in his or her sole discretion • This rental does not allow guests to utilize

				the Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 20 persons
Kayak Outpost	$205	$55 per hour Min. 2 hr rental Max 4 hrs	$100 per hour Min. 2 hr rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Not available on designated holiday weekends • Maximum Occupancy: 129 persons
Conference Room	$205	$30 per hour Min. 2 hr. rental Max 8 hours	$50 per hour Min. 2 hr. rental Max 8 hours	• Can only be reserved three months in advance, unless reserved with in conjunction with the Kayak Club Room • Not available on designated holiday weekends • Maximum Occupancy: 10
Community Garden Bed Rental		$50 per bed	$50 per bed	• Garden beds may be rented on an annual basis (if available)
Golf Cart Registration Fee			$0-$50 per golf cart	
E-bike/ Micromobility Safety Course			$0-$25 per unit per year.	

Promotional Rates			• To best serve its residents, the District may, in accordance with its rules, at times offer short-term promotion rates and services associated with the use of the District Facilities.

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Rental Fees - Addendum B

1. Rental Guidelines
   a. After-Hour rentals may incur an additional charge for staffing, the amount of which shall be determined by the District and communicated to the Patron at the time of reservation.
   b. Reservations for rentals can be made up to six (6) months in advance.
   c. Reservations for rentals must be made and paid for by Patrons within the District. The deposit is due at the time of reserving space.
   d. The designated rental time period is inclusive of set up and clean-up time.
   e. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents' enjoyment of their homes, as determined by District staff in their sole discretion.
   f. Proof of liability insurance acceptable to the Amenity Staff.
   g. The District retains the right to reserve and use any District facility for District-related or District-sponsored meetings, events, or activities at any time.
   h. The rental fee is due thirty (30) days prior to the event, unless the event is booked within a shorter time period, in which case the fee would be due at the time of booking.

2. Holiday Rentals are not available on the following:
   a. Designated Holidays:
      i. Christmas Eve
      ii. Christmas Day
      iii. Thanksgiving
      iv. Independence Day
      v. Memorial Day
      vi. Labor Day
      vii. Easter
      viii. New Year's Eve
      ix. New Year's Day
      x. Specific Federal Holiday weekends based on availability

3. Reoccurring Rentals
   a. Each Patron may rent the Kayak Club Room facilities a maximum of six (6) times per calendar year, but only four (4) times per calendar year on weekends (Friday through Sunday).

4. Deposits & Damages
   a. To receive a refund of the security deposit within thirty (30) days after the rental event, the Patron must properly complete all items on the Kayak Club Room Cleanup Sheet and return all keys and access cards to District Management.
   b. Patron is responsible for the actual cost of all damage to District property, even if it exceeds the amount of the security deposit. The District may pursue collection of such damages through all available legal remedies, including but not limited to suspension of District Facility privileges until payment is received in full.
   c. Additional costs will be billed to the Patron's address on file and must be paid within thirty (30) days of the invoice date. Failure to pay within this period will result in (i) suspension of all District Facility privileges until payment is received in full, (ii) assessment of interest at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum rate permitted by Florida law, whichever is

less, and (iii) the District's right to pursue all available legal remedies for collection, including recovery of reasonable attorneys' fees and costs.

5. Cancellations

a. If the Patron wishes to cancel their rental event, the cancellation must be communicated to the District in writing no later than thirty (30) days prior to the scheduled event date. Written cancellation must be delivered to the District Management office during normal business hours or sent via certified mail, return receipt requested.

b. If the event is cancelled less than thirty (30) days from the rental event, the Patron shall forfeit one hundred percent (100%) of the security deposit.

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Suspension and Termination of District Facility Privileges - Addendum C

DISCIPLINARY PROCEDURES

1. Grounds for Suspension or Termination

Privileges at the District Facilities shall be subject to suspension or termination if a Patron or Guest:

a. Submits false information on the application for a Resident Identification or Guest registration form;
b. Permits unauthorized use of a Resident Identification or Guest Passes, or fails to supervise guests. Patrons are responsible for the conduct of their guests and family members, and violations committed by a Patron's guest or family member may be attributed to the sponsoring Patron for purposes of progressive discipline under this policy;
c. Exhibits unsatisfactory behavior, including but not limited to conduct that disrupts other Patrons' use and enjoyment of the facilities, violates health and safety standards, or creates a nuisance, as reasonably determined by the District and/or Amenity Management and as described herein;
d. Fails to abide by the Rules and Policies established for the use of District Facilities;
e. Treats the personnel or employees of the District and/or Amenity Management in an unreasonable or abusive manner, including but not limited to use of profanity directed at staff or other Patrons in a threatening or harassing manner, verbal assault, physical assault, or the threat of verbal or physical assault; or
f. Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the District and/or Amenity Management.

2. Progressive Discipline ~~— Adults~~

This Section governs lower-level policy violations that do not independently trigger an immediate suspension under Section 3. Conduct that meets any of the criteria in Section 3 is handled exclusively under that Section and does not begin with a written warning. For all other violations, the following three-step sequence applies to all Patrons and Guests, adults and minors alike.

For minors, all written notices shall also be delivered to the minor's parent or legal guardian at the address on file. Parents and legal guardians are responsible for the conduct of their minor children at all times.

District and/or Amenity Management may at any time restrict or suspend any Patron's or Guest's privileges when necessary to protect the health, safety, and welfare of other Patrons and their Guests, to prevent unauthorized use of the District's Facilities, or to protect the District's Facilities from damage. Any such restriction or suspension must be documented in writing and notice provided to the affected Patron either in person, by email to the address on file, or by certified mail to the address on file.

~~For adult Patrons, the following progressive discipline process applies:~~

The following progressive discipline process applies to all Patrons and Guests, including both adults (18 years of age or older) and minors (under 18 years of age). Parents and legal guardians are responsible for the conduct of their minor children at all times and may be held accountable under this policy for violations committed by a minor in their charge. Conduct listed in Section 3 bypasses this three-step sequence and is addressed directly under that section; however, once served, an immediate suspension under Section 3 counts as one offense in this progressive sequence. If a first-offense written notice is already on file, the completed immediate suspension is recorded as a second offense, and any subsequent violation, whether under this Section or Section 3, will proceed at the next step in the sequence.

a. *First Offense*: Written notice and explanation of the violation delivered to Patron (in person, by email, or by certified mail) and a copy filed in the Community Director's office at the Kayak Club. ~~The Patron~~For minors, written notice shall also be delivered to the minor's parent or legal guardian. The Patron, or, for a minor, the parent or legal guardian, will have five (5) business days from receipt to provide a written response explaining any mitigating circumstances.
b. *Second Offense*: Automatic suspension of all District Facilities privileges for thirty (30) days. Written notice delivered and filed as described above. ~~An immediate suspension issued under Section 4 below counts as one offense in this sequence.~~For minors, the Community Director or District Manager may additionally require a meeting with the parent or legal guardian prior to the minor's return to District Facilities.
c. *Third Offense*: Immediate suspension of all District Facilities privileges until the next Board of Supervisors meeting. Written notice delivered and filed as above. At the Board meeting, the record of all previous offenses will be presented for consideration of termination of Patron's privileges for up to one (1) calendar year (or shorter period at the Board's discretion). Written notice of the Board's decision will be delivered to Patron and/or parent or legal guardian thereafter.

3. ~~Progressive Discipline – Minors~~

~~At the discretion of District and/or Amenity Management, Minors (children under the age of 18) who violate the rules and policies may be expelled from the District Facilities for up to one (1) month. Upon such expulsion, a written report shall be prepared detailing the name of the minor, the prohibited act, and the date, and mailed to the Minor's parent or legal guardian at the address on file. A copy will be maintained in the Community Director's office. Parents and legal guardians are responsible for the conduct of their minor children. The parent or legal guardian may appeal the minor's expulsion in accordance with the Appeal Process in Section 6 below.~~

~~Any Minor expelled from the facilities three (3) times within a one (1) year period shall have their District Facilities privileges suspended for one (1) calendar year from the date of the third offense.~~

~~4.~~ Immediate Suspension & Removal

This Section operates independently of the progressive discipline process in Section 2. No prior offense history, written warning, or notice is required. Any Patron or Guest who engages in the conduct described below is subject to immediate removal

from District Facilities and suspension of no less than seven (7) days, regardless of whether they have any prior offenses on file. The Board Chair, District Manager, and Community Director each have ~~the exclusive right,~~independent authority~~, and discretion to suspend any Patron or Guest for a period of no less than seven (7) days, regardless of the progressive discipline proceedings above, for~~ to impose an immediate suspension under this Section.

Conduct triggering immediate suspension includes, but is not limited to:

a. Physical assault, battery, or fighting; threatening or menacing conduct toward any person on District property; verbal assault or the direct threat of physical harm directed at District Staff, another Patron, or any Guest;
b. Use of profanity, slurs, or harassing language directed at District Staff, another Patron, or any Guest in an aggressive or threatening manner;
c. Harm or threat of harm to District Facilities, equipment, or property, including but not limited to~~:~~

destruction or vandalism;
d. Willful and repeated refusal to comply with a~~. Profanity or aggressive behavior towards~~ lawful, direct instruction from the Board Chair, District ~~Staff~~Manager, Community Director, or ~~another Patron(s);~~
~~b. Harm or threat of harm to~~ Amenity ~~and/or District~~ Management~~,~~ staff, after having been given a clear opportunity to comply; or
e. Entering or using District Facilities~~, Patrons,~~ while visibly intoxicated or ~~Guests~~under the influence of illegal substances, or possessing alcohol outside~~;~~
~~c. Destruction or vandalism~~ of ~~District property; or~~areas designated for alcohol consumption.
~~d. Failure to follow direction on District property.~~

If the Board Chair, District Manager, or Community Director determines a suspension exceeding thirty (30) days is warranted, the Patron shall be provided notice and an opportunity to be heard before the Board prior to any such suspension becoming effective. An immediate suspension under this Section bypasses the first-offense written notice step in Section 2 and counts directly as one offense in the progressive discipline sequence. Upon completion of the suspension, the Patron's offense record is updated accordingly

An incident report will be generated and filed in the Community Director's Office at the Kayak Club. Should a Patron continue to engage in inappropriate behavior following issuance of an immediate suspension, that Patron shall forfeit all District Facility privileges until the next Board of Supervisors meeting. District and/or Amenity Management may additionally recommend termination of privileges for a period of six (6) months or more.

The Board of Supervisors retains ultimate authority over all suspension and termination decisions and may modify, reduce, or extend any suspension imposed by District Management or the Community Director.

~~a. Identified Offenders: If a Patron or Guest who committed a suspendable offense is positively identified, that individual's privileges shall be immediately suspended until the next Board of Supervisors meeting.~~

~~b. *Unidentified Offenders within a Household:* If District and/or Amenity Management can confirm that an offense was committed by someone residing in or visiting a specific household but cannot identify the specific individual, the District Facility privileges of the entire household will be suspended until the next Board of Supervisors meeting. The suspension will remain in effect unless and until the household identifies the specific offending individual to Management, at which time the suspension will be transferred solely to that individual.~~

Notwithstanding the foregoing, if a Patron is arrested for an act committed or allegedly committed while on District property, that Patron shall have all District Facilities privileges immediately suspended pending a hearing before the Board at its next regularly scheduled meeting. The Patron shall receive written notice of the suspension, the right to appear and be heard before the Board, and the right to be represented by counsel. If criminal charges are dismissed or the Patron is acquitted, the Patron may petition the Board for immediate reinstatement of privileges. If the Patron is convicted, the Board may impose suspension for a period it deems appropriate based on the severity of the offense. For felony convictions or convictions for violent crimes, crimes against children, sexual offenses, or other crimes the Board determines pose a serious threat to safety and welfare, the Board may impose permanent suspension or suspensions exceeding one calendar year; any such decision must be supported by written findings of fact and conclusions of law. Written notice of the Board's decision will be provided to the Patron.

Utilizing the District Facilities during a suspension period, whether as a Guest or Patron, constitutes trespassing and may result in a citation issued by the St. John's County Sheriff's Office and/or additional disciplinary action. Attempts to gain access using false, forged, or another person's Resident Identification will result in suspension of that cardholder's privileges for fifteen (15) days and may result in referral to law enforcement for potential criminal charges.

4. Identification of Offenders

The following rules govern the identification of the responsible party for purposes of applying discipline under Sections 2 and 3:

a. *Identified Offenders:* If the individual who committed the offense is positively identified, discipline shall be applied solely to that individual in accordance with the applicable section.

b. *Unidentified Offenders within a Household:* If District and/or Amenity Management can confirm that an offense was committed by someone residing in or visiting a specific household but cannot identify the specific individual, the District Facility privileges of the entire household will be suspended until the next Board of Supervisors meeting. The suspension will remain in effect unless and until the household identifies the specific offending individual to Management, at which time the suspension will be lifted from the household and transferred solely to that individual, who will then be subject to the applicable discipline under Section 2 or Section 3.

5. Suspension Effective Date

The effective date of suspension is the date of written notice. All calendar days (including weekdays and weekends) count toward the total suspension period. Upon expiration, privileges shall be automatically reinstated unless, prior to expiration, the District provides written notice of additional grounds for continued suspension. For suspensions or terminations of one (1) year or longer, the Patron must submit a written request for reinstatement to the District Manager at least thirty (30) days prior to expiration. The Board may, in its discretion, require the Patron to appear and demonstrate rehabilitation and willingness to comply with all District policies as a condition of reinstatement.

6. Appeal Process

Any Patron has the right to appeal a suspension or termination to the Board of Supervisors. The party subject to suspension or termination may file a written notice of appeal with the District Manager within five (5) business days from receipt of the written notice. A timely appeal shall stay any suspension of seven (7) days or less pending the Board's decision. Appeals of suspensions exceeding seven (7) days or terminations shall not be stayed pending appeal unless the Board Chair or District Manager determines a stay is appropriate. The appeal shall be heard at the next regularly scheduled Board meeting occurring at least fourteen (14) days after receipt of the notice of appeal.

The appellant, and parental guardian if the appellant is a minor, must be physically present or represented by counsel at the appeal hearing. The District shall provide the appellant with at least ten (10) days' advance written notice of the date, time, and location.

Upon Board action on an appeal, the Board's decision shall be final and no subsequent appeal will be heard for the same offense. Nothing herein shall limit any party's right to seek judicial review in a court of competent jurisdiction as provided by Florida law.

Addendum D - Fishing Ponds

Fishing is only permitted in the following specifically designated ponds located within the Trout Creek Community Development District: Pond E, Pond 3A, Pond A, Pond 7C, Pond 10A, Pond 11C, Pond 11B, Pond 24A, Pond 29A, and Pond 29B. Fishing in all other ponds within the District is strictly prohibited.

[Insert updated map]

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Addendum E – Golf Cart Registration

IDEMNIFICATION, HOLD HARMLESS, AND CERTIFICATIONS

By submitting this Registration and Use Agreement, I, _____ ("**Cart Owner**"), hereby certify that the above information is true and correct and agree to assume full responsibility for the operation of my personal golf cart (the "**Cart**") within the Trout Creek Community Development District (the "**District**"). I further agree to accept full responsibility for (1) the operation of the Cart and for (2) liability that may arise from ownership and operation by both myself and others that I have authorized to operate the Cart, as well as my passengers, within the District's boundaries.

I further agree to the following:

1. The Cart shall be used on the District property solely by those persons included in this Registration Form.

2. The Cart must be approved each year by the District as complying with appearance and other standards that may be set from time to time by the District and in accordance with the Use Policies, as applicable. Said inspection is in no way for the safety and or reliability of the Cart.

3. All drivers of the Cart must provide proof of a valid driver's license to the District and will further provide proof of completion of a safety training course relating to operation of the Cart.

4. Cart Owner acknowledges they have reviewed the *Trout Creek Community Development District Rules, Policies & Rates for Usage for All District Facilities* ("Use Policies"). Cart Owner agrees that the Cart shall be operated in a safe and prudent manner and in accordance with all government regulations, including but not limited to Ordinance 2018-42, and in accordance with the Use Policies.

5. The Cart Owner and any such other person shall use the Cart at his or her own risk, and shall reimburse the District for all damages the District may sustain by reason of the Cart's condition, maintenance, or use, including, without limitation, damage to other golf carts and any property of the District.

6. The Cart Owner agrees to hold the District, FCS Management Group/Vesta District Services and all related and affiliated companies of each, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities (together, the "Indemnitees") harmless from any and all liabilities, damages, claims, losses, costs, or harm of any kind arising out of or in connection with the operation of my golf cart vehicle by myself or anyone else who is operating my golf cart. The Cart Owner acknowledges that motorized vehicles are dangerous and pose a risk of injury or death and agree that they have assumed the risk of operating the Cart within the boundaries of the District.

7. This Agreement shall remain valid if the Cart Owner remains a resident of the Trout Creek Community Development District, is in good standing with the District, and maintains a valid Certificate of Insurance which meets the requirements of paragraph 7, above, that is on file with the District.

8. Maintenance of the Cart is the responsibility of the Cart Owner.

9. The District's Use Policies are hereby made a part of this Agreement. Violations of the District's Use Policies, or rules and regulations may result in the revocation of private golf cart privileges, amenity usage privileges and/or a suspension or termination of pursuant to the District's rules and policies.

10. The waiver by the District of any breach of a term or provision of this Agreement, or of the District's Use Policies shall not be construed as a waiver of any continuing or succeeding breach of such term or provision, a waiver of the provision itself, or a waiver of the right, power or remedy under this Agreement or the District Use Policies.

11. Nothing herein shall be considered a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute.

This Agreement applies solely to golf carts as defined under Florida Statute §320.01(22) — motor vehicles designed for operation on a golf course not capable of exceeding 20 mph. Golf carts operated in accordance with §316.212 are exempt from the registration and license plate requirements of Chapter 320 pursuant to §320.105. Low-Speed Vehicles as defined under §320.01(41) are a distinct vehicle classification subject to independent registration, titling, and PIP/PDL insurance requirements pursuant to §316.2122 and §320.02; they are not golf carts and are not covered by this Agreement. Mopeds as defined under §320.01(27) are subject to independent registration requirements pursuant to §320.0803 and are not covered by this Agreement. Low-Speed Vehicles and Mopeds are not permitted on District property (except roadways) under this Agreement.

[Registration form continues on following page]

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
GOLF CART REGISTRATION AND USE AGREEMENT

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, some of the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose certain parts of the information you submit to us.

Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐

Name _____ Marital Status

Home Address _____ Single ☐ Married ☐ Other ☐

City, State, Zip _____

Home Phone _____

Email Address _____

Driver's License # _____ State Issued _____

HOUSEHOLD MEMBER INFORMATION

Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐

Name _____

Driver's License # _____ State Issued _____

Email Address _____ Phone _____

CART INFORMATION

Year _____ Make _____ Color _____

Decal # _____ Electric ☐

Insurance Company _____ Policy# _____

(Provide Proof of Insurance with submission of this Registration Form)

CART INFORMATION

Year _____ Make _____ Color _____

Decal # _____ Electric ☐

Insurance Company _____ Policy# _____

(Provide Proof of Insurance with submission of this Registration Form)

Applicant's Signature _____ Printed Name _____ Date _____

Public Records Exemption

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

☐ **YES** ☐ **NO**

If you checked "YES," please explain which exemption you qualify for:

_____

_____

_____

_____

_____

If you checked "YES," please provide a written and notarized request for maintenance of such exemption to District staff at the following address:

Trout Creek Community Development District
c/o FCS Management Group
250 International Parkway, Suite 208
Lake Mary, FL 32746
Attn: District Manager

I have read and understand the above. I agree to the terms and conditions as stated and acknowledge receipt of the decals from District Staff.

Date: _____ Signature: _____

Print Name: _____

Witness: _____

Print Name: _____

Please fill out the Golf Cart Use Agreement and bring it along with your insurance certificate and proof of completion of the safety operation course to the Amenity Staff Office located at 100 Kayak Way, St. Augustine, FL 32092. Each Golf Cart will have a decal placed on the back of it, and the decals shall be placed by District personnel.

TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

RULES, POLICIES & RATES FOR USAGE FOR ALL DISTRICT FACILITIES

ADOPTED APRIL 5, 2016

AMENDED
February 4, 2020
February 9, 2022
January 18, 2023
November 19, 2024
September 17, 2025
March 26, 2026

Trout Creek CDD
100 Kayak Way,
St. Augustine, FL 32092

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DEFINITIONS

"Additional Users" – Shall mean any persons who can demonstrate permanent residence in the same dwelling unit through documentation acceptable to the District including, but not limited to, government-issued identification, closing statements, or lease agreements showing the dwelling unit address.

"Amenity Management" – Shall mean any and all employees or representatives who may work for the Homeowners Association, Management Company, or District and are charged with the operation of the District's Facilities.

"Annual User Fee" – Shall mean the fee established by the District for any person that is not a Resident or Tenant and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth in *Addendum* A, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board" – Shall mean the Trout Creek Community Development District's Board of Supervisors.

"Commercial Purposes" – Shall mean those activities which involve, in any way, the provision of goods or services for compensation.

"Community Director" – Shall mean onsite supervisor of the Amenity Management.

"Corporate Owners of Residential Property" or "Non-Resident Owner" – Shall mean a person or entity that owns a residential lot or residence within the District, as evidenced by a recorded deed or other documentation acceptable to the District, and is entitled to access and use of the District Facilities as described herein.

"Corporate Owners of Undeveloped Property" – Shall mean a person or entity that owns undeveloped property within the District and is entitled to access and use of the District Facilities as described herein.

"District" – Shall mean the Trout Creek Community Development District.

"District Facilities" – Shall refer to the District Facilities including the Kayak Club, pools, Dog Park, parks, playgrounds, Fitness Lodge, tennis courts, play fields, kayak launching area, pavilions, boardwalks, trails, and any other facilities which are owned by the District.

"District Facility Policies" or "Policies" – Shall mean all District Facility Policies of the District, as amended from time to time. Such policies may be enforced by Amenity Management, the District Manager, the Board of Supervisors, and designated representatives thereof.

"District Manager" – Shall mean the District's management company, including its employees and agents, contracted by the District to manage the operations of the District.

"District Property" – Shall mean lands owned by the District.

"Guest" – Shall mean any person that accompanies a Patron in utilizing the District Facilities and is authorized by the Patron to access such facilities under the Patron's guest privileges.

"Guest Privileges" – Privileges included with Patron account authorizing individual guest entries with no more than four (4) used at one time. All Guests must be accompanied by the sponsoring Patron during use of District Facilities, unless a weekly or summer Guest Pass is purchased as set forth in Addendum A.

"Non-Resident User" – Shall mean an individual who is not a Resident or Tenant, whose primary dwelling is not located in the District, but has access to the District Facilities due to payment of the Annual User Fee.

"Patron" – Shall mean Residents, Tenants, Non-Resident Users, and Corporate Owners of Residential Property or Undeveloped Property.

"Patron Identification" – Shall mean an electronic identification card, fob, or other form of identification issued by the District to a Resident, Tenant, Non-Resident Owner, and/or Non-Resident User. Patron Identifications are non-transferable and remain the property of the District.

"Resident" – Shall mean an individual whose primary residence is located within a dwelling within the District and may include a person/entity on the deed of record for a dwelling within the District.

"Tenant" – Shall mean an individual with a valid written lease agreement of at least one (1) year duration for a dwelling being used as a primary residence within the Trout Creek Community Development District.

ANNUAL USER FEE STRUCTURE

The Annual User Fee may be reviewed each year in conjunction with the adoption of the annual fiscal year budget for the District. Payment of the Annual User Fee provides access to all District Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of completion of the Non-Resident User application. The Annual User Fee is non-refundable.

DISTRICT FACILITY ACCESS

Two (2) Patron Identifications will be issued per place of residence within the District. The purchase of additional lost, or stolen Patron Identifications are outlined in Addendum A.

All Patrons will be required to provide proof of District residence or an executed Non-Resident User Application and execute a District Facilities Registration Form, including a liability waiver and release in a form approved by the District, prior to receiving their Patron Identification. The District Facilities Registration Form will identify persons authorized to use Patron Identifications. Such persons may include the Patron's children and grandchildren who do not reside within the District and who are under 18 years old, provided such children and grandchildren are accompanied by the Patron or another authorized adult listed on the Registration Form when using District Facilities to the extent required by the policies set forth herein.

A maximum of two (2) additional Patron Identifications can be purchased for Additional Users.

TENANT PRIVILEGES

1. Residents who lease their residential unit(s) in the District for a term of at least one (1) year shall have the right to assign their usage rights to a designated Tenant for the

duration of the lease term. During any period when usage rights are assigned to a Tenant, the Resident shall not have access to District Facilities.

2. In order for the Tenant to be entitled to use the District Facilities, the Tenant must register for a Patron Identification, provide a copy of the executed lease agreement, execute a liability waiver and release in a form approved by the District, and have written authorization provided by the Resident with a timeline to match the lease terms.
3. The Tenant shall provide a copy of the fully executed lease agreement showing a term of at least one (1) year and proof of residency at the leased property (such as a utility bill, driver's license, or other government-issued identification showing the District address) to acquire the Patron Identification.
4. A Tenant, who acquires a Patron Identification, shall be entitled to the same rights and privileges to use the District Facilities.
5. A fee for the issuance of a Patron Identification will apply. Please refer to Addendum A.

NON-DISCRIMINATION POLICY: The District is committed to compliance with all applicable fair housing laws, including the Fair Housing Act, and does not discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, age, or any other protected class under applicable federal, state, or local law in the provision of services or access to District Facilities. All Patrons and Guests shall have equal access to District Facilities and amenities in accordance with these policies and applicable law.

GENERAL DISTRICT FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or remove, in part or in their entirety, these District Facility Policies when determined necessary in its sole discretion.
2. All Patrons must have their assigned Patron Identification upon utilizing District Facilities. All Patrons must present their Patron Identification upon request from Amenity Management or other authorized District representatives.
3. For health and safety reasons, children must be supervised by a responsible person age 18 or older as follows, based on the nature of the facility and applicable safety requirements:
    a. Age 12 – Tennis Courts
    b. Age 8 – Playground, Event Lawn
    c. Age 13 – Swimming Pools
    d. Age 14* – Fitness Lodge (Patrons between the ages of 14-15 must undergo a fitness orientation to learn how to use the equipment and provide a liability release. These age restrictions are based on equipment manufacturer safety guidelines and insurance requirements.)
    e. Age 14 – Group Fitness Room
4. All hours of operation for the District Facilities, including holiday schedule, will be established and published by the District.
5. All pets are prohibited from entrance into the District Facilities, including but not limited to pools, except for service animals as required by the Americans with Disabilities Act and other applicable law.
6. Service Animals and Assistance Animals: Service animals that are individually trained to do work or perform tasks for a person with a disability are permitted in all areas of the District Facilities where the public is allowed, except where the animal's presence would fundamentally alter the nature of the service or create a direct threat to health or safety. Service animals must be harnessed, leashed, or tethered unless such devices interfere with the service animal's work or the individual's disability prevents use of such devices. Assistance animals (including emotional support animals) may be permitted in outdoor areas of District Facilities and common areas as a reasonable accommodation for persons with

disabilities in accordance with the Fair Housing Act. Persons requesting accommodation for an assistance animal should submit a request to the District Manager or Community Director in accordance with the District's reasonable accommodation procedures. All animals permitted under this policy must be under the control of their handler at all times. Patrons and handlers are responsible for any damage caused by animals and for immediately cleaning up after all animals.

7. All vehicles must be parked in designated parking areas only. Vehicles shall not be parked on grass, lawns, sidewalks, or in any manner that blocks the normal flow of traffic or emergency access.
8. Fireworks of any kind are not permitted anywhere on the District Facilities or adjacent areas, unless for a District approved event.
9. Only Amenity Management is allowed in the service areas of the District Facilities.
10. Smoking, including but not limited to vaping, cigarettes, and e-cigarettes, is not permitted anywhere in the District Facilities.
11. Guests must be accompanied by a Patron, while using the District Facilities, if they do not have a Summer Guest Pass or Weekly Pass.
12. All lost or stolen Patron Identifications should be reported immediately to Amenity Management.
13. A fee will be charged to the Patron for the replacement of any lost or stolen Patron Identification.
14. Violation of the District Facility Policies may result in the suspension or termination of usage privileges for District Facilities in accordance with the procedures set forth herein. The District shall provide written notice of any alleged violation and an opportunity to be heard before the Board of Supervisors prior to any suspension exceeding thirty (30) days or permanent termination of privileges.
15. Patrons and their Guests shall treat Amenity Management with courtesy and respect.
16. The use of off-road motorcycles, all-terrain vehicles, mini-bikes, e-bikes or other similar recreational off-road vehicles shall not be permitted within Shearwater unless such use complies with local, state and federal laws, rules, and regulations. Except for authorized maintenance vehicles, motorized vehicles are not allowed on any trail or sidewalk within Shearwater, other than golf carts on designated golf cart paths/trails.
17. In accordance with Florida law, firearms and other weapons are prohibited in District Facilities where such restrictions are legally authorized, including but not limited to meetings and workshops of the Board of Supervisors. Firearms or any other weapons are not permitted in any of the District Facilities unless otherwise permitted by law.
18. The District reserves the right to provide programming, in its sole discretion. District has the authority to reserve certain areas for programming that are not able to be reserved by Patrons.
19. Trespassing is prohibited on all designated wetland conservation and/or mitigation areas located on District property. All trespassers may be reported to the local authorities and may be subject to prosecution under Florida law.
20. Loitering is not permitted at any District Facilities.
21. All Patrons shall abide by and comply with all applicable federal, State of Florida, and local laws and ordinances, as well as District Facility Policies, while present at or utilizing the District Facilities and shall ensure that any minor for whom they are responsible also complies with the same. Patrons acknowledge and agree that they are responsible for the conduct of their guests and minors under their supervision.
22. The use of profanity, abusive language, or disruptive behavior will not be tolerated and may result in immediate removal from District Facilities and/or suspension of privileges.

23. The District, through its Amenity Management, shall have the authority to close any portion or all of the District Facilities for any necessary health or safety precautions, including but not limited to compliance with Florida Department of Health regulations under Chapter 64E-9, Florida Administrative Code. Examples include, but are not limited to, thunderstorms, fecal accidents, maintenance, and other emergency situations.
24. Non-District approved signage shall be restricted on District Property (e.g. Garage Sale, Open House, etc.).
25. Private barbeque grills of any kind are not permitted on District Property.
26. The Board of Supervisors, the District Manager, the Community Director, and Amenity Management shall have full authority to enforce these policies in accordance with Chapter 190, Florida Statutes, and the District's Rules of Procedure.

GENERAL DISTRICT FACILITIES USAGE POLICY

All Patrons and Guests using the District Facilities are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities.

Violation of the District Facility Policies and/or misuse or destruction of the District Facilities equipment may result in the suspension or termination of District Facilities privileges with respect to the offending Patron or Guest, subject to any applicable notice and hearing rights under Chapter 190, Florida Statutes, and the District's Rules of Procedure. The District reserves the right to pursue all available legal remedies, including but not limited to restitution, damages, injunctive relief, and costs of enforcement (including reasonable attorneys' fees), for destruction of or damage to District Facilities property or equipment.

***Hours**:* The District Facilities are available for use by Patrons and Guests during normal operating hours to be established and posted by the District.

***Emergencies**:* In the event of any emergency, Patrons should immediately contact 911 if emergency services are required. All emergencies and injuries occurring at District Facilities must also be reported to the office of the District Manager at (904) 436-6270 as soon as practicable.

Persons using the District Facilities do so at their own risk. The District Community Director, and Amenity Management are not present to provide personal training, exercise consultation, or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the District Facilities are encouraged to consult with a physician prior to commencing a fitness program. By using the District Facilities, Patrons and Guests acknowledge and assume all risks associated with such use.

FREE-RANGE BIRD'S NEST FOR CHILDREN

Free-Range Bird's Nest ("Bird's Nest") provides an **unsupervised** play area for children that may be utilized while Patron parents and/or guardians are utilizing the Fitness Lodge. As the Bird's Nest will not be staffed or subject to active supervision by Amenity Management, please use extreme discretion in allowing children to play there. The following conditions of use apply:

1. Children in the Bird's Nest remain solely the Patron's responsibility at all times. The District, its Board of Supervisors, officers, employees, agents, contractors, and Amenity Management (collectively, "District Parties") shall not be liable for and are not responsible for any injuries, accidents, losses, or damages sustained in the Bird's Nest. By allowing their children to use the Bird's Nest, Patrons acknowledge and assume all risks associated with such use.

2. No child shall remain in the Bird's Nest for longer than 1 hour.
3. The age range for children using the Bird's Nest is between five (5) and eleven (11) years of age. Parents and legal guardians must use their best judgment to determine if their child is mature enough to be in the Bird's Nest unattended and assume full responsibility for such determination.
4. The Bird's Nest is only available during Fitness Lodge hours, and Patrons may not leave the Fitness Lodge while their child is utilizing the Bird's Nest.
5. The District reserves the right to restrict usage of the Bird's Nest should a child appear too young to be unsupervised, misuse the Bird's Nest, misbehave, or display symptoms of illness. The District further reserves the right to limit the number of occupants in the Bird's Nest.
6. Violations of these policies may result in suspension from use of the Bird's Nest and/or District Facilities.
7. Participation in the Bird's Nest will be based on a first-come, first-served basis. The District reserves the right to utilize the Bird's Nest for District activities. During this time, the Bird's Nest may not be available for general use.
8. Infant carriers, strollers, and other similar devices are not permitted in the Fitness Lodge. Due to safety concerns, no infants, toddlers, or young children are permitted in the workout areas of the Fitness Lodge unless they are utilizing the Bird's Nest in accordance with the applicable policies.

SWIMMING POOLS, TOWER SLIDE, AND LAZY RIVER POLICIES

The pool and pool deck areas of the swim facilities are not available for private rental and shall remain open to other Patrons and Guests during normal operating hours. SWIM AT YOUR OWN RISK. The District, its agents, employees, and contractors shall not be liable for any injuries, accidents, losses, or damages sustained while using the pool facilities, except as may be required by applicable law.

HOURS OF OPERATION:

1. Days and hours of operation are subject to change without notice and shall be posted in a conspicuous location within the District Facilities.
2. Swimming is permitted only during designated hours, as posted and in accordance with the safety standards for public swimming pools as adopted by the Florida Department of Health in Chapter 64E-9, Florida Administrative Code.
3. The swimming pools may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
4. Any person swimming during non-posted swimming hours or outside of designated operating hours may be subject to suspension from using District Facilities and may be reported to local authorities for trespassing.

POOL RULES AND REGULATIONS

1. Food and beverages are prohibited in the pool and on the pool wet deck area. Pool wet deck area is defined as the four (4) foot wide unobstructed pool deck area around the outside of the pool water perimeter.
2. No glass or animals are allowed in the pool area (or tennis gates).
3. All Patrons must use their assigned Patron Identification upon entering the pool areas.
4. Proper swim attire must be worn in the pool.
5. No denim or cotton shorts permitted.
6. Personal visual or audio devices are not permitted unless they are equipped with headphones.

7. Showering is required before entering the pools.
8. Alcoholic beverages are prohibited in the pool area, unless provided in a District-sponsored event.
9. No jumping, pushing, running, or other horseplay, as determined by the Amenity Management, is allowed in the pool or on the pool deck.
10. Interfering with the lap-swimming lanes is prohibited.
11. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper.
12. Unauthorized diving is strictly prohibited at all pools.
13. Posted swimming pool hours and availability may be limited or rotated in order to facilitate maintenance of the facility.
14. The changing of diapers or clothes is not allowed poolside.
15. No one shall introduce, install, or add unauthorized chemicals, soaps, or other substances into the pool(s). Failure to comply with this regulation could result in the Patron being liable for any costs incurred in treating and reopening the pool, including but not limited to chemical treatment costs, labor costs, and lost revenue.
16. Remote controlled watercraft are prohibited in the pool areas.
17. Pool entrances must be kept clear at all times.
18. Obstructing ladders, fences, or railings is prohibited as is sitting, standing or hanging on such apparatus.
19. Pool furniture is not to be removed from the pool area.
20. Profanity, abusive language, and physical or verbal abuse are prohibited.
21. The District is not responsible for any effects the chemicals within the pool may cause.
22. Pets, bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck or inside the pool gates.
23. Obey Lifeguards at all times. Failure to obey the rules may result in injury or removal from the facility.
24. The District reserves the right to authorize all programs and activities, including but not limited to the number of guest participants, equipment and supply usage, and reservation of pool for swim lessons, aquatic programs, and pool parties.

FECES POLICY FOR ALL SWIMMING AND WADING POOLS

If fecal contamination occurs, the affected pool will be quarantined and closed immediately. The pool will remain closed and undergo proper disinfection procedures in accordance with Florida Department of Health Chapter 64E-9, Florida Administrative Code, which requires specific chlorine levels and contact times based on the type of contamination (formed stool vs. diarrheal incident). The pool will reopen only after proper disinfection procedures are completed and water quality standards are met.

ADA CHAIR LIFT USAGE POLICY

1. ADA chair lifts are available for use by individuals with disabilities or mobility impairments as required under the Americans with Disabilities Act.
2. Chair lifts are designed for self-use. Amenity Management is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions.
3. Misuse of ADA chair lifts by individuals who do not require accessibility assistance may result in immediate suspension from the District Facilities for a period of one (1) day.

WEATHER POLICY

1. Rain: the pools will remain open unless severe weather poses potential danger to the guests and will reopen once such weather passes, all as determined in the sole discretion of the supervisor or Amenity Manager.
2. Thunder and Lightning: The pool will close immediately in case of thunder or lightning and will reopen only once the District determines thunder and lightning has been cleared.

AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

1. Aquatic toys and equipment are not permitted in the pool.
2. Prohibited items include, but are not limited to, rafts, kickboards, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
3. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Inner tubes provided by Amenity Management are allowed in the Lazy River.

LAZY RIVER POLICIES

1. PATRONS AND GUESTS USE THE LAZY RIVER AT THEIR OWN RISK. The District does not provide lifeguard supervision for the Lazy River during all operating hours. Users assume all risks associated with use of this amenity.
2. No climbing or sitting on the wall.
3. No jumping or diving into the Lazy River.
4. Only tubes provided by the District may be used in the Lazy River.
5. Only one person per tube seat. Tubes without an opening are available for children under 36" tall. These tubes may only be used when an adult supervisor at least eighteen (18) years of age maintains constant supervision within arm's length of the child at all times.
6. The Lazy River may only be used during pool hours when the river is attended by Pool Attendants unless otherwise so designated.
7. Maximum of two tubes may be coupled together.
8. Enter and exit only in designated areas.
9. During busy conditions float times may be limited by staff.
10. Users of the Lazy River are required to float at the pace and direction of the current and may not stop floating with the current until they are prepared to exit the Lazy River or in an out-cove.
11. No swimming underwater.
12. Users of the Lazy River may not stand, kneel, stack, flip, or throw floatation devices.
13. Floatation devices shall be removed from the Lazy River when not in use and placed in designated storage area.
14. All other Pool Rules and Regulations are required to be followed. Always use caution and follow staff directives when floating the Lazy River.
15. Children must be supervised by an adult.

TOWER SLIDE SPECIFIC POLICIES

1. When a lifeguard or Pool Attendant is stationed at the bottom of the slide in the water, children must be at least forty-two inches (42") tall to ride the slide. When a lifeguard or Pool Attendant is not stationed in the water, children must be at least forty-eight inches (48") tall to ride the slide.
2. Height and weight restrictions will be judged at the sole discretion of the lifeguard, Pool Attendant, or Amenity Management.
3. For everyone's safety, refrain from standing at the bottom of the slide.
4. Only one person may use the slide at a time.

5. Only one person may be on the top of the slide at a time.
6. If a lifeguard or Pool Attendant questions a swimmer's ability, then, if requested, the swimmer must demonstrate their ability to swim prior to using the slide.
7. Users must slide feet first.
8. Users must never stop, stand, flip or slow themselves when riding the slide.
9. Users must keep feet and hands inside the slide at all times.
10. Users may not climb back up the slide after beginning their descent or after exiting the slide.
11. No jewelry, floatation devices or casts may be worn while using the slide.
12. No shorts with snaps or rivets, or anything that may damage the slide will be allowed on the slide.
13. Pregnant women are strongly discouraged from using the slide and should consult with a physician prior to using the slide.
14. Users must exit the slide landing exit area as delineated in the pool immediately after exiting the slide.
15. Users must follow lifeguard or Pool Attendant instructions at all times, and the lifeguard or Pool Attendant shall have the final authority on pool/slide use.
    The slide may only be used during pool hours when the water slide is attended by a lifeguard or Pool Attendant.
16. All other General Pool Rules are required to be followed.

WATER WALKING POLICIES

1. **Purpose:** To promote wellness and ensure safe use of the Lazy River amenity, the District has designated specific hours for continuous walking exercise. These hours are open to all authorized residents and their registered guests, who wish to use the Lazy River for walking-only purposes.
2. **Lazy River Walking Hours** - Daily Walking Time: 9:00 AM – 10:00 AM (subject to adjustment at the District's sole discretion)
3. **During designated walking hours:**
    a. Use of the Lazy River is limited to continuous walking in the current direction of flow.
    b. No floatation devices, horseplay, running, stopping, or stationary use is permitted. Users must maintain a safe walking pace and appropriate distance from other users.
    c. All users must be respectful of others using the amenity for fitness purposes. Users must follow all staff instructions and posted safety rules. Failure to comply may result in removal from the facility and suspension of access privileges.
    d. Swimmers, loungers, and users with small children are welcome outside of walking hours or during designated recreation times, consistent with the general Lazy River rules.
4. **General Rules** (Apply at All Times)
    a. During designated walking hours, minors fourteen (14) years of age or under must be accompanied and supervised by an adult at least eighteen (18) years of age at all times for usage of the Lazy River. All children five (5) years of age or younger, as well as all children who are unable to swim independently, must be supervised by a responsible individual eighteen (18) years of age or older, at all times within arm's length. Children who cannot maintain continuous walking for the full designated walking period should not use the Lazy River during walking hours. No horseplay is permitted.
    b. Proper swimwear required. All clothing must be made of appropriate swim material and be clean prior to entry. Cut-offs, denim, cotton clothing, and street clothes are prohibited. Swim diapers are required for all children who are not toilet-trained and for any individuals who require them for incontinence.
    c. Food and beverages are prohibited in the water.
    d. Staff may enforce safety or operational closures as needed for maintenance, weather

conditions, or emergency situations. The District reserves the right to close the facility without advance notice when necessary to ensure user safety.

FITNESS LODGE POLICIES

1. NOTICE: THE FITNESS LODGE IS UNATTENDED. NO STAFF IS PROVIDED. USE OF THIS FACILITY AND ALL EQUIPMENT IS AT YOUR OWN RISK. USERS ASSUME ALL RISKS OF INJURY OR DEATH ASSOCIATED WITH USE OF FITNESS EQUIPMENT AND FACILITIES.PERSONS USING THE FITNESS LODGE DO SO AT THEIR OWN RISK. THE DISTRICT DISCLAIMS ALL LIABILITY FOR INJURIES OR DAMAGES ARISING FROM USE OF THE FITNESS LODGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO SECTION 768.28, FLORIDA STATUTES.
2. Amenity Management is not present to provide Personal Training or Exercise Consultation to Patrons.
3. Persons interested in using the Fitness Lodge are encouraged to consult with a physician prior to commencing a fitness program.
4. All Patrons using the Fitness Lodge are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities. By using the Fitness Lodge, Patrons acknowledge and assume all risks associated with the use of fitness equipment, including but not limited to the inherent risks and dangers of serious bodily injury, permanent disability, paralysis, and death.
5. **Hours:** The Fitness Lodge is open for use by Patrons and Guests during normal operating hours to be established and posted by the District. Guest access to Fitness Classes is limited upon space and availability, with priority to Patrons.
6. **Emergencies***:* Call 911 immediately if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Management and the District Manager at 321-263-0132 as soon as reasonably possible.
7. **Eligible Users**: Patrons and Guests, 14 years of age and older, are permitted to use the equipment in the Fitness Lodge during designated operating hours. Minors aged 14-17 must be accompanied by a parent or legal guardian who remains present in the Fitness Lodge during the minor's use of the facility.
8. Patrons and Guests must provide proof of age if requested by Amenity Management to use the Fitness Lodge.
9. **Food and Beverage:** Food is not permitted within the Fitness Lodge.
    a. Water is permitted in the Fitness Lodge if contained in non-breakable containers with screw top or sealed lids.
    b. Alcoholic beverages are not permitted.
10. **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Lodge.
    a. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
11. **General Policies:**
    a. Each Patron is responsible for wiping off fitness equipment after use.
    b. Use of personal trainers is prohibited in the Fitness Lodge unless preapproved in writing by the Amenity Management. Any approved personal trainer must provide proof of liability insurance naming the District as an additional insured with minimum coverage of $1,000,000 per occurrence and $2,000,000 aggregate, and must execute an indemnification agreement in favor of the District.
    c. Hand chalk is prohibited in the Fitness Lodge.

d. Radios, tape players, and CD players are prohibited unless they are personal units, equipped with headphones.
e. Weights or other fitness equipment may not be removed from the Fitness Lodge.
f. Please replace weights to their proper location after use.
g. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of weights.
h. Any fitness program operated, established, and run by Amenity Management shall have priority over other users of the Fitness Lodge.
i. No throwing objects against any wall.

GROUP FITNESS ROOM

1. Children 14 and under are allowed in the Group Fitness Room only when accompanied by and under the direct supervision of a parent or legal guardian at all times. The supervising adult must remain in the Group Fitness Room and maintain visual contact with the child at all times.
2. Children must be actively utilizing the room for its intended use (i.e. dance classes, children's fitness classes, and other similar activities). If children are not actively participating in fitness activities, they will be asked to wait in the Bird's Nest. Please refer to Free Range Bird's Nest Policies. Parents and legal guardians remain responsible for their children's safety and conduct at all times, regardless of location within the District Facilities.

TENNIS FACILITY POLICIES

1. All players shall check-in with on-site staff prior to playing.
2. Unreserved tennis courts will be assigned on a first-come, first-serve basis.
3. Clinic, lesson, and guest fees (if applicable) are to be paid prior to the utilization of court(s).
4. Patrons may make a court reservation by going to Playtennis.usta.com/shearwater and registering an account. Please save your confirmation email so that you can cancel your reservation if needed.
5. Reservations are allowed for one court, up to 72 hours in advance.
6. The length of time for a court reservation is 1, 1.5, or 2 hours.
7. If a Patron arrives more than 15 minutes late for their reservation, that court will be forfeited and available on a first-come, first-serve basis.
8. Tennis court usage may be limited or suspended from sponsored events, lessons, or as approved by Amenity Management.
9. Proper tennis attire, as determined by Amenity Management, shall be worn at all times; cutoffs or jeans are prohibited.
    a. Only smooth sole tennis shoes shall be worn.
    b. Running shoes and cross-training shoes are prohibited.
10. Proper court etiquette should be observed at all times.
11. Profanity and/or disruptive behavior are prohibited.
12. Tennis Facility hours of operations are from 7:00 a.m. to 11:00 p.m. Lights at the Tennis Facility must be turned off after each use, and must be turned off at 11:00 p.m., unless during a District-sponsored event. However, the courts will be closed for maintenance daily from 6:30 a.m. to 8:00 a.m. and closed for mid-day watering from 1:00 p.m. to 3:00 p.m. from April to October.
13. Tennis courts are for tennis only.
14. Children under 12 years of age must be accompanied by and under the direct supervision of a parent or legal guardian at all times while on the tennis courts.
15. Glass containers, food, and smoking are prohibited near or on the tennis courts.
16. No vehicles or animals are allowed on the tennis courts.

TROUT CREEK CDD RULES GOVERNING E-BIKE USE ON DISTRICT PROPERTY

1. Due to continuing health, safety and welfare concerns, as well as widespread property damage, use of e-bikes on District property (excepting roadways), including sidewalks, cart paths, trails, common area or other permitted riding areas is subject to each rider having successfully completed an e-bike safety course through the District. Once completed, proof of successful completion will be issued to such rider and recorded in the District records.
2. No e-bikes of any class are permitted on landscape berms, retention areas, swales, or any District infrastructure not designated as a trail or path (CDD trails, common/amenity tracts, rec paths, grass areas, etc.). These areas are not recreational zones.
3. No stunt riding, jumping, off-trail riding, or use of District property as a bike course. This includes but is not limited to using berms as hills or launch ramps.
4. All riders under age 16 must wear a properly fitted helmet compliant with CPSC standards (16 C.F.R. Part 1203) at all times while operating any e-bike on District property. Parents and guardians are responsible for compliance. All riders must complete an e-bike safety course as a condition precedent to continued access to District facilities.
5. All e-bike operators must yield to pedestrians, obey posted speed limits and signage, and operate in a manner that does not endanger others.
6. E-bikes may not be operated on District property by any person who cannot safely control the vehicle. The District will make this determination on a facts-and-circumstances basis. All violations of these rules are governed by the District's Disciplinary Procedures attached as Addendum C herein.

RENTAL OF DESIGNATED DISTRICT FACILITIES

1. Various locations, outlined in Addendum B, are to be used on a first come, first serve basis. However, several locations are required to be rented for exclusive use.
2. The rentals of these locations are for Patron use only.
3. The District Facilities' grills must be cleaned after each use.
4. Patrons must take all trash with them when leaving.
5. The rental of District Facilities is available only during designated hours (attached).
6. Additional guidelines and information on the District Facilities rental can be found in Addendum B.
7. The District has the authority to reserve certain areas that are not able to be reserved by Patrons for programming purposes.
8. **Facility Alcohol Policy**. The following regulations apply to Patrons intending to serve alcohol at the Amenity Center:
    a. Patrons intending to serve alcohol must indicate such intent on the Facility Use Permit at the time of application submission. Any Patron who does not indicate such intent at the time the application is submitted shall not be permitted to serve alcohol. All alcohol service must comply with Florida Statutes Chapter 562 and applicable local ordinances.
    b. Alcoholic beverages are only permitted in the Kayak Club and Pavilion areas.
    c. Glass containers are prohibited outside.
    d. Event Liability Insurance, including liquor liability coverage, shall be required for all events where alcoholic beverages are served, in the following amounts:

i. Commercial General Liability insurance with Property Damage coverage in an amount not less than $250,000 per occurrence
ii. The person or entity holding the event agrees to indemnify, defend, and hold harmless the District, its officers, supervisors, agents, and employees from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or damages of any nature, arising out of or in connection with the event wherein alcohol is provided or served, including reasonable attorneys' fees and costs through all trial and appellate proceedings.
iii. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*.

RENTAL OF OUTPOST POLICIES

1. The rental of this location is for Trout Creek CDD Residents and their authorized guests only.
2. The rental of District Facilities is available only during normal hours of operation (9:00 a.m. – 1:00 p.m.; 1:30 p.m. – 5:30 p.m.; 6:00 p.m. – 10:00 p.m.) or when pre-approved by Amenity Management.
3. If you brought it, take it. If you leave it, management is not responsible.
4. Take only pictures. Leave only footprints. Please clean up after yourself.
5. Secure all doors and turn off lights before leaving.

SHEARWATER LANDING AND KAYAK LAUNCH POLICIES

1. All posted rules must be followed.
2. Open from Dawn to Dusk.
3. Children under the age of fourteen (14) must be accompanied by an adult.
4. Be courteous. Do not obstruct the path or space of others on the Pier.
5. No swimming, diving, or entering the water from the Landing.
6. Do not clean fish on the pier. Do not cut bait on the pier or handrails.
7. Be considerate. Properly dispose of all unused bait, fish and trash.
8. Alcoholic beverages, glass containers and other breakable items are prohibited.
9. Please follow all USCG recommendations and wear approved personal flotation devices when operating a vessel on the waterway.
10. No motorized vessels. No unattended vessels. No golf carts allowed. No discharges into the water.
11. If you brought it, take it. If you leave it, management is not responsible.
12. Use caution. Nature trail is slippery when wet.
13. Facilities are available for residents to use at their own risk.

BARBEQUE GRILL POLICIES

1. Patrons shall check-in with Management staff prior to using the Shearwater community grills.
2. Management staff will provide a key to turn on the grill and answer any questions regarding the operation of such grill.
3. Grills are only available for use, on a first-come, first-served basis, to individuals eighteen (18) years and older who have the general, operational knowledge of barbeque grills.
4. Patrons shall comply with the following rules when operating a community grill:
    a. Community grills shall not be left unattended at any time while in use;
    b. Please be courteous and share the community grill area;
    c. Clean up all trash and other debris generated during the use of community grill and deposit the same in appropriate trash receptacles;

d. Clean the grill(s), counter space(s), and picnic table(s) after use, with cleaners provided in the cabinets underneath the community grills;
e. Glass and other breakable items are not permitted in the community grill area.
f. The District reserves the right to seek reimbursement for costs related to the violation of any of the above policies or for a failure to return any rental items within twenty-four (24) hours.

POND POLICIES

The ponds at the District are part of a storm water management system designed to treat runoff from lots and streets and control flooding.

1. All trash or debris must be disposed of in the appropriate receptacles.
2. Only authorized personnel are allowed to introduce or stock any of the bodies of water.
3. Parking along the right of way or on any grassed area near the storm water ponds is prohibited.
4. Homeowners whose lot abuts the storm water pond are responsible for trash removal to the water line.
5. Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
6. Swimming and wading in ponds is prohibited.
7. No watercrafts of any kind are allowed in the ponds. Fishing is only allowed in designated areas.

FISHING POLICIES

Fishing within the District is permitted exclusively in the stormwater retention ponds identified as "Fishing Ponds" on the map attached to these Rules as Addendum D (incorporated herein by reference) and is subject to the following policies:

1. Fishing from the Fishing Ponds is permissible only from the banks and is permitted only for District residents and their authorized guests. We ask that you respect your fellow neighbors and access the Fishing Ponds through the proper access points. Accessing private property without permission may result in legal action by the property owner, including potential trespass charges by local law enforcement, and other penalties including, but not limited to, suspension of amenity privileges pursuant to the District's adopted policies.
2. Fishing in the Fishing Ponds is at your own risk. The District, to the fullest extent permitted by law, disclaims liability for any loss, damage, or injury to any person or property arising out of the use of the Fishing Ponds. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
3. Parking on any grassed area near the Fishing Ponds is prohibited, and parking on county roadways is subject to county code and regulations and done at your own risk.
4. Catch and release is required. The Fishing Ponds are stormwater retention ponds designed to capture and retain contaminants. Fish caught in the Fishing Ponds shall not be consumed due to potential contamination from stormwater runoff.
5. Patrons are responsible for complying with all State of Florida licensing requirements and other applicable laws and regulations for fishing, including but not limited to those established by the Florida Fish and Wildlife Conservation Commission. Information regarding licensing requirements can be found at MyFWC.com or by contacting the Florida Fish and Wildlife Conservation Commission.
6. Children under 12 years of age must be accompanied and directly supervised by a responsible adult (18 years or older) when fishing.
7. Do not leave fishing poles, lines, equipment or bait unattended.
8. Ensure all litter and waste is properly disposed of. Items such as discarded fishing line, lures,

and tackle pose serious risks to wildlife. Residents are encouraged to act as responsible environmental stewards while enjoying District amenities.

9. Please be aware of wildlife, including alligators and snakes, and exercise caution when using the Fishing Ponds. Do not feed wildlife.

PARKS, EVENT LAWN, AND PLAYGROUND POLICIES

1. Parks, event lawns, and playgrounds are available on a first-come, first-served basis, no reservations are permitted.
2. Community Event Fields and Lawn are for the use of District residents and their authorized guests only. Unless approved by the District prior to use, no organized sports may hold practices, games or events in such areas.
3. Patrons and Guests using the parks and playgrounds must remove debris brought to the playground.
4. Glass containers are prohibited.
5. The use of profanity or disruptive behavior by any person is absolutely prohibited. All rules regarding conduct and use of facilities apply equally to all Patrons and Guests.
6. Alcoholic beverages are not permitted in the parks or playgrounds.
7. Patrons may not install inflatable equipment, such as bounce houses, at the parks or playgrounds without prior written approval from the District due to safety and liability concerns.
8. Parks and playgrounds hours are dawn to dusk, seven days a week.

DOG PARK POLICIES

1. Please note that the Dog Park is an unattended facility and persons using the Dog Park do so at their own risk. The District, to the fullest extent permitted by law, disclaims liability for injuries or damages arising from use of the Dog Park. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
2. All Patrons and Guests using the Dog Park are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rule of the District. Any disregard or violation of these policies or misuse or destruction of Dog Park facilities or equipment may result in suspension or termination of Dog Park or Amenity Facility privileges, subject to the procedures set forth in these policies. The District reserves the right to seek reimbursement for damages. Guests may use the Dog Park only if accompanied by and under the supervision of a Patron who assumes responsibility for the Guest’s compliance with all Dog Park policies.
3. Dog Park is open from dawn to dusk.
4. The District reserves the right to close the Dog Park or sections of the Dog Park for any reason including maintenance, mowing, severe weather conditions, special events, or for any other health, safety and danger issues.
5. Food, alcoholic beverages and glass containers are prohibited in the Dog Park area.
6. Only dogs are allowed in the Dog Park area; all other pets are prohibited from the Dog Park area.
7. Dogs shall be on leash at all times unless in designated “off-leash” areas.
8. Patrons shall always supervise their dogs and shall not leave their dogs unattended at the Dog Park.
9. Dogs exhibiting aggressive behavior are prohibited.
10. All spiked collars are prohibited in the Dog Park.
11. Owners shall supervise the dogs to ensure dogs do not dig or damage any portion of the Dog Park.

12. Dogs under four (4) months old, in heat, with fleas or other contagious skin conditions, or otherwise ill are prohibited from the Dog Park.
13. Dogs shall be up-to-date on vaccinations prior to entering the Dog Park and shall have current rabies vaccination tags as required by Florida law and applicable local ordinances affixed to their collars at all times.

TRAIL POLICIES

1. Bikes, e-bikes, skateboards, scooters and roller-skates are only allowed on the designated paths/trails provided they are used in a careful and prudent manner and at a rate of speed no greater than what is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and character of pedestrian traffic, grade, and width of the trail or public path, condition of surface, and observation of all traffic-control devices. Every person using wheeled transportation upon a trail or public path shall yield the right-of-way to any pedestrian.
2. Cars, trucks, and similar vehicles are prohibited on trails, unless vehicle is an approved maintenance vehicle.
3. No trash shall be deposited on the trails.
4. Use of trails is at your own risk.
5. Only use designated trails.
6. All pets must be leashed at all times.
7. Do not disturb the nature landscapes. Be cautious of plants and wildlife in their native habitat.
8. The following are not permitted at any time:
    - Horses
    - Feeding animals
    - Hunting
    - Camping
    - Cooking
    - Smoking
    - Fires

GOLF CART USAGE WITHIN SHEARWATER

Golf cart usage shall be in accordance with St. Johns County Ordinance 2018-42, as may be amended or replaced. Please refer to such ordinance and Florida law for legal and safe operation of golf carts.

COMMUNITY GARDEN POLICIES

This section sets out the policies (the "Garden Policies") that govern the Community Garden (the "Garden"). The District may lease each bed in the Garden and administers the Garden Policies. These Garden Policies have been provided to each person who leases a bed on a first-come, first-served basis in the Garden from the District (each, a "Gardener") pursuant to an agreement with the District (the "Gardener's Contract"). The District reserves the right to make future modifications to the Garden Policies, without advanced notice. The District will provide all Gardeners with a copy of the current Garden Policies. Gardeners are encouraged to promptly report any concerns about the safety of the Garden or any possible violations of the Garden Policies to the District.

1. **Hours:** The Garden will be open to Gardeners from dawn to dusk daily.
2. **Litter**: Each Gardener is responsible for disposal of trash. Do not place any trash in common areas, roadways, or in beds. The entire Garden, including all common areas and

beds, are to be kept free of litter, including boxes, cans, buckets, baskets, and containers of any kind not in actual usage as part of gardening activity.

3. **Watering**: Hoses in use on the site belong to the District. Gardeners must remain in the Garden while watering with hoses and must prevent water from running off their bed(s) onto common areas or adjacent beds. All hoses must be turned off completely and stored properly prior to the Gardener leaving the Garden. Gardeners may be held responsible for water waste or damage caused by improper hose usage.
4. **Clean Up**: Gardeners will perform a clean-up of their beds at the end of the term of their Gardener's License Agreement. Clean up includes removing all plants, roots, weeds and other debris from bed and leaving the bed in a smoothly raked condition.
5. **Compost**: Gardeners will place any organic waste, such as weeds, dead plants or rotten produce in the compost pile designated by the District.
6. **Pets**: Gardeners may not bring any pets or animals into the Garden, including for burial.
7. **Fires**: Gardeners may not start or maintain a campfire, burn weeds, use a grill, or cook in the Garden.
8. **Music**: Gardeners may not play music unless headphones are used. The District may play music for District sponsored events.
9. **Mulch**: Plastic mulches and rubber mulches are prohibited.
10. **Fertilizer/Pesticides**: The applications of organic or natural insecticides, pesticides, herbicides, weed killers, fungicides, or weed repellants are allowed in the Garden. Non-organic or non-natural chemical applications are prohibited. The District reserves the right to prohibit use of any chemicals deemed harmful in the Garden.
11. **Alcohol And Drugs:** No alcohol or illegal substances may be consumed on the entire site. Gardeners may not bring alcohol or illegal substances onto garden premises. Gardeners may not come into the garden while under the influence of alcohol or illegal substances. No illegal substances may be grown in the garden. Notwithstanding the foregoing, the District may allow alcohol consumption in the Garden during District-sponsored events.
12. **Suspension of Privileges:** Gardeners may lose their rights to participate in the Garden if they fail to comply with these Garden Policies. The District may also provide written notice to the Gardener of the Gardener's failure to comply with any of the Garden Policies (the "Violation Notice"). The Gardener will have five (5) business days from receipt of the Violation Notice to correct the violation. If the violation is not corrected to the District's satisfaction within five (5) days after the District delivers the Violation Notice, the District may, at its discretion, terminate the Gardener's right to participate in the Garden.

NANNY/AU PAIR/CAREGIVER POLICY:

1. Any resident who has hired a Nanny/Au Pair/Caregiver to care for their children and would like the Nanny/Au Pair/Caregiver to utilize the District Facilities must first register their Nanny/Au Pair/Caregiver with the Resident Services Coordinator.
2. The Nanny/Au Pair/Caregiver must provide valid government-issued photo identification when entering District Facilities.
3. A Nanny/Au Pair/Caregiver may only access District Facilities when accompanied by the children in their care and/or the resident who registered them.

GRANDPARENT POLICY:

A Grandparent designation may be requested by any resident of the District. The Grandparent designation will allow legal grandchildren, up to the age of 18, to accompany the resident to the District Facilities without the use of a guest pass. The resident must accompany the grandchildren at all times.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and Guest, as a condition of use of the District Facilities, shall assume sole responsibility for their property.

The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the District Facilities, whether in lockers or elsewhere.

No person shall remove from the District Facilities premises any property or furniture belonging to the District or its contractors without proper authorization.

Patrons shall be liable for any property damage and/or personal injury at the District Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, his/her family member, or his/her Guests.

The District reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the District Facilities' premises, District Facilities' premises, shall do so at his or her own risk, and shall indemnify, defend, and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents from and against any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents.

Any Patron or Guest shall have, owe, and perform the same obligation to the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

Should any party bound by these District Facility Policies bring suit against the District, the Board, the District Manager, Amenity Management, or their respective employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter related to the use of District Facilities, and fail to obtain judgment therein against the District, the Board, the District Manager, Amenity Management, or their respective employees, representatives, contractors or agents, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit, including reasonable court costs and attorney's fees through all appellate proceedings.

INDEMNIFICATION

Each organization, group or individual reserving the use of the District Facilities agrees to indemnify and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the District's Facilities and property, including litigation or any appellate proceeding with respect thereto. Nothing herein shall

constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents shall not be liable for, and the Patron or Guest shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's Facilities and property.

SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

Please refer to **Addendum C** for information on suspension and termination of privileges.

NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the District. The policy statement is consistent with the policies of other governments including St. John's County, and the St. Johns River Water Management District ("SJRWMD") as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow nature to take its normal course. Vegetation that dies including but not limited to trees are left to fulfill its role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the District and all required permits from all authorities having jurisdiction including St. John's County and SJRWMD. Such abutting property owner must initially contact the District for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by St. John's County and SJRWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

The District Facility Policies of the Trout Creek Community Development District were adopted by the Board on April 5, 2016 and last amended on March 26, 2026. The District Facility Policies are subject to change. Questions or comments in connection with the District Facility Policies should be submitted to the District Manager, Trout Creek CDD, 250 International Pkwy, Ste. 208, Lake Mary, FL 32746.

ACKNOWLEDGEMENT

I hereby acknowledge receipt of the Trout Creek Community Development District Facility Policies and agree to abide by the terms and conditions contained therein and by such future terms and conditions as may be approved by the Trout Creek Community Development District's Board of Supervisors. I understand that I have the right to refuse consent for the use of my image, and I may opt out of photo/video consent by notifying the District in writing. I further consent to the District's use of any pictures (video or print) for promotional purposes in connection with any District event or activity. I understand that I have the right to revoke this consent at any time by providing written notice to the District Manager.

Print Name: _____

Address: _____

_____

Signature: _____

_____

Amenity and Guest Fees - Addendum A

Non-Resident Annual User Fee	$5,000 Per Person
Additional or Lost Patron Identification	$30 Per Card/Fob
Renter Privileges	$30 Per Card/Fob
E-Bike Safety Course	$0 - $25.00
Golf Cart Registration Fee	$0 - $50.00

Guest Privileges	**Restrictions**	**Pass Privileges**
Daily Guest Pass- • 12 guest passes can be purchased for a fee of $75 • A Daily Guest Pass can be purchased by Patrons for a fee of $15 per pass •	• Patron will need to sign in and accompany their guests at the pool gate	• Use of pools, fitness, and tennis facilities. • Excludes Bird's Nest
Weekly Houseguest Pass • A Houseguest is defined as a guest who resides more than 40 miles outside the District boundaries and is a short-term overnight visitor; • A Houseguest may purchase a pass for weekly admission to the District Facilities for a fee of $50 per person. • This pass is valid for seven (7) calendar days starting with the day of purchase.	• Houseguests do not need to be accompanied by a Patron; • Each Houseguest is limited to two (2) or more Houseguest Passes per year based on availability.	• Includes use of pools, fitness and tennis facilities;

Rental Fees - Addendum B

Facility	Deposit	Current Patron Rate	Proposed Patron Rate	Other
Kayak Club Room Monday - Thursday	$205 $505 if alcohol is served – Additional proof of insurance required	$55 per hour Min. 2 hr. rental Max 4 hrs	$85 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • This rental does not allow guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Kayak Club Room Friday, Saturday and Sunday Saturday and Sunday	$205 $505 if alcohol is served – Additional proof of general liability insurance with minimum coverage of $1,000,000 per occurrence naming the District as an additional insured is required when alcohol is served. insurance required.	$80 per hour Min. 2 hr. rental Max. 4 hrs	$125 per hour Min. 2 hr. rental Max. 4 hrs	• Patrons may make reservations up to six months in advance • This rental does not allow guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Shearwater Pavilion	$205	$55 per hour Min. 2 hr. rental Max 4 hrs	$75 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Up to 15 guests allowed entry to the pool when approved in writing by the Resident Services Coordinator in his or her sole discretion • This rental does not allow guests to utilize

				the Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 20 persons
Kayak Outpost	$205	$55 per hour Min. 2 hr rental Max 4 hrs	$100 per hour Min. 2 hr rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Not available on designated holiday weekends • Maximum Occupancy: 129 persons
Conference Room	$205	$30 per hour Min. 2 hr. rental Max 8 hours	$50 per hour Min. 2 hr. rental Max 8 hours	• Can only be reserved three months in advance, unless reserved with in conjunction with the Kayak Club Room • Not available on designated holiday weekends • Maximum Occupancy: 10
Community Garden Bed Rental		$50 per bed	$50 per bed	• Garden beds may be rented on an annual basis (if available)
Golf Cart Registration Fee			$0-$50 per golf cart	
E-bike/ Micromobility Safety Course			$0-$25 per unit per year.	

Promotional Rates			• To best serve its residents, the District may, in accordance with its rules, at times offer short-term promotion rates and services associated with the use of the District Facilities.

Rental Fees - Addendum B

1. Rental Guidelines
    a. After-Hour rentals may incur an additional charge for staffing, the amount of which shall be determined by the District and communicated to the Patron at the time of reservation.
    b. Reservations for rentals can be made up to six (6) months in advance.
    c. Reservations for rentals must be made and paid for by Patrons within the District. The deposit is due at the time of reserving space.
    d. The designated rental time period is inclusive of set up and clean-up time.
    e. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents' enjoyment of their homes, as determined by District staff in their sole discretion.
    f. Proof of liability insurance acceptable to the Amenity Staff.
    g. The District retains the right to reserve and use any District facility for District-related or District-sponsored meetings, events, or activities at any time.
    h. The rental fee is due thirty (30) days prior to the event, unless the event is booked within a shorter time period, in which case the fee would be due at the time of booking.

2. Holiday Rentals are not available on the following:
    a. Designated Holidays:
        i. Christmas Eve
        ii. Christmas Day
        iii. Thanksgiving
        iv. Independence Day
        v. Memorial Day
        vi. Labor Day
        vii. Easter
        viii. New Year's Eve
        ix. New Year's Day
        x. Specific Federal Holiday weekends based on availability

3. Reoccurring Rentals
    a. Each Patron may rent the Kayak Club Room facilities a maximum of six (6) times per calendar year, but only four (4) times per calendar year on weekends (Friday through Sunday).

4. Deposits & Damages
    a. To receive a refund of the security deposit within thirty (30) days after the rental event, the Patron must properly complete all items on the Kayak Club Room Cleanup Sheet and return all keys and access cards to District Management.
    b. Patron is responsible for the actual cost of all damage to District property, even if it exceeds the amount of the security deposit. The District may pursue collection of such damages through all available legal remedies, including but not limited to suspension of District Facility privileges until payment is received in full.
    c. Additional costs will be billed to the Patron’s address on file and must be paid within thirty (30) days of the invoice date. Failure to pay within this period will result in (i) suspension of all District Facility privileges until payment is received in full, (ii) assessment of interest at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum rate permitted by Florida law, whichever is

less, and (iii) the District's right to pursue all available legal remedies for collection, including recovery of reasonable attorneys' fees and costs.

5. Cancellations

a. If the Patron wishes to cancel their rental event, the cancellation must be communicated to the District in writing no later than thirty (30) days prior to the scheduled event date. Written cancellation must be delivered to the District Management office during normal business hours or sent via certified mail, return receipt requested.

b. If the event is cancelled less than thirty (30) days from the rental event, the Patron shall forfeit one hundred percent (100%) of the security deposit.

Suspension and Termination of District Facility Privileges - Addendum C

DISCIPLINARY PROCEDURES

1. Grounds for Suspension or Termination

Privileges at the District Facilities shall be subject to suspension or termination if a Patron or Guest:

a. Submits false information on the application for a Resident Identification or Guest registration form;
b. Permits unauthorized use of a Resident Identification or Guest Passes, or fails to supervise guests. Patrons are responsible for the conduct of their guests and family members, and violations committed by a Patron's guest or family member may be attributed to the sponsoring Patron for purposes of progressive discipline under this policy;
c. Exhibits unsatisfactory behavior, including but not limited to conduct that disrupts other Patrons' use and enjoyment of the facilities, violates health and safety standards, or creates a nuisance, as reasonably determined by the District and/or Amenity Management and as described herein;
d. Fails to abide by the Rules and Policies established for the use of District Facilities;
e. Treats the personnel or employees of the District and/or Amenity Management in an unreasonable or abusive manner, including but not limited to use of profanity directed at staff or other Patrons in a threatening or harassing manner, verbal assault, physical assault, or the threat of verbal or physical assault; or
f. Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the District and/or Amenity Management.

2. Progressive Discipline

This Section governs lower-level policy violations that do not independently trigger an immediate suspension under Section 3. Conduct that meets any of the criteria in Section 3 is handled exclusively under that Section and does not begin with a written warning. For all other violations, the following three-step sequence applies to all Patrons and Guests, adults and minors alike.

For minors, all written notices shall also be delivered to the minor's parent or legal guardian at the address on file. Parents and legal guardians are responsible for the conduct of their minor children at all times.

District and/or Amenity Management may at any time restrict or suspend any Patron's or Guest's privileges when necessary to protect the health, safety, and welfare of other Patrons and their Guests, to prevent unauthorized use of the District's Facilities, or to protect the District's Facilities from damage. Any such restriction or suspension must be documented in writing and notice provided to the affected Patron either in person, by email to the address on file, or by certified mail to the address on file.

The following progressive discipline process applies to all Patrons and Guests, including both adults (18 years of age or older) and minors (under 18 years of age).

Parents and legal guardians are responsible for the conduct of their minor children at all times and may be held accountable under this policy for violations committed by a minor in their charge. Conduct listed in Section 3 bypasses this three-step sequence and is addressed directly under that section; however, once served, an immediate suspension under Section 3 counts as one offense in this progressive sequence. If a first-offense written notice is already on file, the completed immediate suspension is recorded as a second offense, and any subsequent violation, whether under this Section or Section 3, will proceed at the next step in the sequence.

a. *First Offense*: Written notice and explanation of the violation delivered to Patron (in person, by email, or by certified mail) and a copy filed in the Community Director's office at the Kayak Club. For minors, written notice shall also be delivered to the minor's parent or legal guardian. The Patron, or, for a minor, the parent or legal guardian, will have five (5) business days from receipt to provide a written response explaining any mitigating circumstances.
b. *Second Offense*: Automatic suspension of all District Facilities privileges for thirty (30) days. Written notice delivered and filed as described above. For minors, the Community Director or District Manager may additionally require a meeting with the parent or legal guardian prior to the minor's return to District Facilities.
c. *Third Offense*: Immediate suspension of all District Facilities privileges until the next Board of Supervisors meeting. Written notice delivered and filed as above. At the Board meeting, the record of all previous offenses will be presented for consideration of termination of Patron's privileges for up to one (1) calendar year (or shorter period at the Board's discretion). Written notice of the Board's decision will be delivered to Patron and/or parent or legal guardian thereafter.

3. Immediate Suspension & Removal

This Section operates independently of the progressive discipline process in Section 2. No prior offense history, written warning, or notice is required. Any Patron or Guest who engages in the conduct described below is subject to immediate removal from District Facilities and suspension of no less than seven (7) days, regardless of whether they have any prior offenses on file. The Board Chair, District Manager, and Community Director each have independent authority to impose an immediate suspension under this Section.

Conduct triggering immediate suspension includes, but is not limited to:

a. Physical assault, battery, or fighting; threatening or menacing conduct toward any person on District property; verbal assault or the direct threat of physical harm directed at District Staff, another Patron, or any Guest;
b. Use of profanity, slurs, or harassing language directed at District Staff, another Patron, or any Guest in an aggressive or threatening manner;
c. Harm or threat of harm to District Facilities, equipment, or property, including but not limited to destruction or vandalism;
d. Willful and repeated refusal to comply with a lawful, direct instruction from the Board Chair, District Manager, Community Director, or Amenity Management staff, after having been given a clear opportunity to comply; or
e. Entering or using District Facilities while visibly intoxicated or under the influence of illegal substances, or possessing alcohol outside of areas designated for alcohol consumption.

If the Board Chair, District Manager, or Community Director determines a suspension exceeding thirty (30) days is warranted, the Patron shall be provided notice and an opportunity to be heard before the Board prior to any such suspension becoming effective. An immediate suspension under this Section bypasses the first-offense written notice step in Section 2 and counts directly as one offense in the progressive discipline sequence. Upon completion of the suspension, the Patron's offense record is updated accordingly

An incident report will be generated and filed in the Community Director's Office at the Kayak Club. Should a Patron continue to engage in inappropriate behavior following issuance of an immediate suspension, that Patron shall forfeit all District Facility privileges until the next Board of Supervisors meeting. District and/or Amenity Management may additionally recommend termination of privileges for a period of six (6) months or more.

The Board of Supervisors retains ultimate authority over all suspension and termination decisions and may modify, reduce, or extend any suspension imposed by District Management or the Community Director.

Notwithstanding the foregoing, if a Patron is arrested for an act committed or allegedly committed while on District property, that Patron shall have all District Facilities privileges immediately suspended pending a hearing before the Board at its next regularly scheduled meeting. The Patron shall receive written notice of the suspension, the right to appear and be heard before the Board, and the right to be represented by counsel. If criminal charges are dismissed or the Patron is acquitted, the Patron may petition the Board for immediate reinstatement of privileges. If the Patron is convicted, the Board may impose suspension for a period it deems appropriate based on the severity of the offense. For felony convictions or convictions for violent crimes, crimes against children, sexual offenses, or other crimes the Board determines pose a serious threat to safety and welfare, the Board may impose permanent suspension or suspensions exceeding one calendar year; any such decision must be supported by written findings of fact and conclusions of law. Written notice of the Board's decision will be provided to the Patron.

Utilizing the District Facilities during a suspension period, whether as a Guest or Patron, constitutes trespassing and may result in a citation issued by the St. John's County Sheriff's Office and/or additional disciplinary action. Attempts to gain access using false, forged, or another person's Resident Identification will result in suspension of that cardholder's privileges for fifteen (15) days and may result in referral to law enforcement for potential criminal charges.

4. Identification of Offenders

The following rules govern the identification of the responsible party for purposes of applying discipline under Sections 2 and 3:

a. *Identified Offenders:* If the individual who committed the offense is positively identified, discipline shall be applied solely to that individual in accordance with the applicable section.

b. *Unidentified Offenders within a Household:* If District and/or Amenity Management can confirm that an offense was committed by someone residing in or visiting a specific household but cannot identify the specific individual, the District Facility privileges of the entire household will be suspended until the next Board of Supervisors meeting. The suspension will remain in effect unless and until the household identifies the specific offending individual to Management, at which time the suspension will be lifted from the household and transferred solely to that individual, who will then be subject to the applicable discipline under Section 2 or Section 3.

5. Suspension Effective Date

The effective date of suspension is the date of written notice. All calendar days (including weekdays and weekends) count toward the total suspension period. Upon expiration, privileges shall be automatically reinstated unless, prior to expiration, the District provides written notice of additional grounds for continued suspension. For suspensions or terminations of one (1) year or longer, the Patron must submit a written request for reinstatement to the District Manager at least thirty (30) days prior to expiration. The Board may, in its discretion, require the Patron to appear and demonstrate rehabilitation and willingness to comply with all District policies as a condition of reinstatement.

6. Appeal Process

Any Patron has the right to appeal a suspension or termination to the Board of Supervisors. The party subject to suspension or termination may file a written notice of appeal with the District Manager within five (5) business days from receipt of the written notice. A timely appeal shall stay any suspension of seven (7) days or less pending the Board's decision. Appeals of suspensions exceeding seven (7) days or terminations shall not be stayed pending appeal unless the Board Chair or District Manager determines a stay is appropriate. The appeal shall be heard at the next regularly scheduled Board meeting occurring at least fourteen (14) days after receipt of the notice of appeal.

The appellant, and parental guardian if the appellant is a minor, must be physically present or represented by counsel at the appeal hearing. The District shall provide the appellant with at least ten (10) days' advance written notice of the date, time, and location.

Upon Board action on an appeal, the Board's decision shall be final and no subsequent appeal will be heard for the same offense. Nothing herein shall limit any party's right to seek judicial review in a court of competent jurisdiction as provided by Florida law.

Addendum D - Fishing Ponds

Fishing is only permitted in the following specifically designated ponds located within the Trout Creek Community Development District: Pond E, Pond 3A, Pond A, Pond 7C, Pond 10A, Pond 11C, Pond 11B, Pond 24A, Pond 29A, and Pond 29B. Fishing in all other ponds within the District is strictly prohibited.

[Insert updated map]

Addendum E – Golf Cart Registration

IDEMNIFICATION, HOLD HARMLESS, AND CERTIFICATIONS

By submitting this Registration and Use Agreement, I, _____ ("**Cart Owner**"), hereby certify that the above information is true and correct and agree to assume full responsibility for the operation of my personal golf cart (the "**Cart**") within the Trout Creek Community Development District (the "**District**"). I further agree to accept full responsibility for (1) the operation of the Cart and for (2) liability that may arise from ownership and operation by both myself and others that I have authorized to operate the Cart, as well as my passengers, within the District's boundaries.

I further agree to the following:

1. The Cart shall be used on the District property solely by those persons included in this Registration Form.

2. The Cart must be approved each year by the District as complying with appearance and other standards that may be set from time to time by the District and in accordance with the Use Policies, as applicable. Said inspection is in no way for the safety and or reliability of the Cart.

3. All drivers of the Cart must provide proof of a valid driver's license to the District and will further provide proof of completion of a safety training course relating to operation of the Cart.

4. Cart Owner acknowledges they have reviewed the *Trout Creek Community Development District Rules, Policies & Rates for Usage for All District Facilities* ("Use Policies"). Cart Owner agrees that the Cart shall be operated in a safe and prudent manner and in accordance with all government regulations, including but not limited to Ordinance 2018-42, and in accordance with the Use Policies.

5. The Cart Owner and any such other person shall use the Cart at his or her own risk, and shall reimburse the District for all damages the District may sustain by reason of the Cart's condition, maintenance, or use, including, without limitation, damage to other golf carts and any property of the District.

6. The Cart Owner agrees to hold the District, FCS Management Group/Vesta District Services and all related and affiliated companies of each, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities (together, the "Indemnitees") harmless from any and all liabilities, damages, claims, losses, costs, or harm of any kind arising out of or in connection with the operation of my golf cart vehicle by myself or anyone else who is operating my golf cart. The Cart Owner acknowledges that motorized vehicles are dangerous and pose a risk of injury or death and agree that they have assumed the risk of operating the Cart within the boundaries of the District.

7. This Agreement shall remain valid if the Cart Owner remains a resident of the Trout Creek Community Development District, is in good standing with the District, and maintains a valid Certificate of Insurance which meets the requirements of paragraph 7, above, that is on file with the District.

8. Maintenance of the Cart is the responsibility of the Cart Owner.

9. The District's Use Policies are hereby made a part of this Agreement. Violations of the District's Use Policies, or rules and regulations may result in the revocation of private golf cart privileges, amenity usage privileges and/or a suspension or termination of pursuant to the District's rules and policies.

10. The waiver by the District of any breach of a term or provision of this Agreement, or of the District's Use Policies shall not be construed as a waiver of any continuing or succeeding breach of such term or provision, a waiver of the provision itself, or a waiver of the right, power or remedy under this Agreement or the District Use Policies.

11. Nothing herein shall be considered a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute.

This Agreement applies solely to golf carts as defined under Florida Statute §320.01(22) — motor vehicles designed for operation on a golf course not capable of exceeding 20 mph. Golf carts operated in accordance with §316.212 are exempt from the registration and license plate requirements of Chapter 320 pursuant to §320.105. Low-Speed Vehicles as defined under §320.01(41) are a distinct vehicle classification subject to independent registration, titling, and PIP/PDL insurance requirements pursuant to §316.2122 and §320.02; they are not golf carts and are not covered by this Agreement. Mopeds as defined under §320.01(27) are subject to independent registration requirements pursuant to §320.0803 and are not covered by this Agreement. Low-Speed Vehicles and Mopeds are not permitted on District property (except roadways) under this Agreement.

[Registration form continues on following page]

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
GOLF CART REGISTRATION AND USE AGREEMENT

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, some of the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose certain parts of the information you submit to us.

Mr.☐ Mrs.☐ Ms.☐ Dr.☐

Name_____ Marital Status

Home Address_____ Single ☐ Married ☐ Other____

City, State, Zip_____

Home Phone _____

Email Address _____

Driver's License # _____State Issued _____

HOUSEHOLD MEMBER INFORMATION

Mr.☐ Mrs.☐ Ms.☐ Dr.☐

Name _____

Driver's License # _____State Issued _____

Email Address _____Phone_____

CART INFORMATION

Year _____Make _____ Color _____

Decal # _____Electric ___

Insurance Company _____ Policy# _____

(Provide Proof of Insurance with submission of this Registration Form)

CART INFORMATION

Year_____ Make _____ Color _____

Decal # _____Electric_____

Insurance Company _____ Policy# _____

(Provide Proof of Insurance with submission of this Registration Form)

_____ _____ _____

Applicant's Signature Printed Name Date

Public Records Exemption

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

☐ **YES** ☐ **NO**

If you checked "YES," please explain which exemption you qualify for:

_____
_____
_____
_____
_____

If you checked "YES," please provide a written and notarized request for maintenance of such exemption to District staff at the following address:

Trout Creek Community Development District
c/o FCS Management Group
250 International Parkway, Suite 208
Lake Mary, FL 32746
Attn: District Manager

I have read and understand the above. I agree to the terms and conditions as stated and acknowledge receipt of the decals from District Staff.

Date: _____ Signature: _____

Print Name: _____

Witness: _____

Print Name: _____

Please fill out the Golf Cart Use Agreement and bring it along with your insurance certificate and proof of completion of the safety operation course to the Amenity Staff Office located at 100 Kayak Way, St. Augustine, FL 32092. Each Golf Cart will have a decal placed on the back of it, and the decals shall be placed by District personnel.

Return to Agenda Pg. 2

EXHIBIT 22

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

AMENDED POLICY RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

On ~~[_____]~~May 28, 2026, at a duly noticed public meeting, the Board of Supervisors of the Trout Creek Community Development District ("District") adopted the following policies to govern parking and parking enforcement on certain District property ("Policy"). This Policy repeals and supersedes all prior District rules or policies governing the same subject matter.

Section 1. Introduction and Application. The District finds that Vehicles and Vessels (as defined below) parked (as defined below) on certain District property may create hazards and danger to the health, safety, and welfare of District residents, paid users, and the public, and may damage District property. This Policy is intended to provide a means by which the District may address improperly parked Vehicles and Vessels, including by towing/removal, subject to the requirements of applicable law and the procedures in this Policy.

SECTION 2. DEFINITIONS.

A. *Abandoned.* Any Vehicle or Vessel that, for a period of ~~two (2) weeks~~twenty-four (24) hours, has remained in the same location on District property without being moved and without authorization to Park in that location shall be deemed abandoned~~.~~.

~~B. *Overnight.* Between the hours of 11:00 p.m. and 4:00 a.m. daily.~~

~~C.~~B. *Park / Parking.* To stop, stand, or leave a Vehicle or Vessel, whether attended or unattended, except when stopping temporarily for the purpose of and while actually engaged in loading or unloading persons or property.

~~D.~~C. *Tow-Away Zone.* District property (including, where applicable, District-owned or District-controlled roadways and rights-of-way) in which parking is prohibited and in which the District is authorized to initiate towing and/or removal, ~~as~~including all areas identified in **Exhibit A** and by separate posted signage~~. During Overnight hours,~~, as well as any area on District~~-owned or District-controlled roads are~~ property not expressly designated ~~Tow-Away Zones, subject to the signage requirements in Section 5~~or marked as a permitted parking area.

~~E.~~D. *Vehicle*. Any motor vehicle, trailer, or other wheeled conveyance that is used or capable of being used as a means of transportation on land for persons or property.

~~F.~~E. *Vessel*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS.

A. *Tow-Away Zones.* The areas indicated on the map attached hereto as **Exhibit A**, including all roadways within the District, are hereby designated as Tow-Away Zones~~ during Overnight hours for all Vehicles and Vessels.~~. Except where expressly designated for

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Parking (e.g., marked parking spaces or signed parking areas), Vehicles and Vessels may not Park on District property at any time and are subject to towing. Vehicles and Vessels parked in a Tow-Away Zone in the same location in excess of 24 hours are subject to towing as Abandoned vehicles under Section 2.A. Notwithstanding the foregoing, Vehicles may Park for a maximum of five (5) minutes in the sections ~~as~~ identified in **Exhibit A**; parking in these areas in excess of five (5) minutes is prohibited. Parking is prohibited at all times on any grassy or landscaped areas on District property, including common areas, pond banks, and areas bordering roadways, unless the District grants a written exception in advance. Any Vehicle or Vessel parked in an area not expressly designated for Parking, or in any grassy or landscaped area, is subject to immediate towing without further notice. **Any Vehicle parked on District property, including District roads, if any, must do so in compliance with all applicable laws, ordinances, and codes, and shall not block access to driveways, property entrances, fire hydrants, fire lanes ~~and mailbox access.~~, or mailboxes. Vessels shall not be parked on District property without the express written permission of the District~~. and are subject to towing if parked without such permission.**

B. *Abandoned Vehicles and Vessels*. Abandoned Vehicles and Vessels are not permitted to be Parked on District property at any time and are subject to towing at the owner's expense.

C. *Manner of Parking.* Vehicles (and pre-approved Vessels) may not be Parked such that they utilize more than one (1) marked parking space, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's business, or otherwise pose a danger to the District, its residents and guests, the general public, or the property of same.

D. *Exceptions.*

   a. Special Circumstances. District staff may issue a Parking permit to authorize an exception to this Policy for special events or as necessitated by special circumstances, in which case the Parking permit shall be for a limited time and shall be posted on the windshield of the Vehicle or Vessel.

   b. Vendors and Food Trucks. Food Trucks invited to special District events and District vendors performing District business are exempt from this Policy; provided, however, that such Food Trucks and vendors may not Park in a manner which threatens the health, safety, and welfare of District residents and guests, or causes property damage, and are subject to special instructions issued by the District for their Parking.

   c. Delivery Vehicles and Governmental Vehicles. Delivery Vehicles, including, but not limited to, Vehicles associated with U.S.P.S., U.P.S., Fed Ex, moving companies, and District vendors are exempt from this Policy while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

SECTION 4. ENFORCEMENT.

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A. *Towing.* Vehicles or Vessels Parked in violation of this Policy may be towed in the District's discretion and in accordance with the requirements and procedures set forth at Section 5 herein.

B. *Amenity Suspension.* The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Policy, in accordance with the District's adopted *Suspension and Termination of Access Rule*.

SECTION 5. TOWING/REMOVAL PROCEDURES.

A. *Signage and Language Requirements.* Signage-provisioned notice ~~shall~~will be approved by the District's Board of Supervisors and ~~shall be posted~~furnished and installed by the District's authorized towing contractor on District property and roadways in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes.*

B. *Towing/Removal Authority.* To effect towing/removal of a Vehicle or Vessel, the District Manager, General Manager, Assistant General Manager or ~~Manager's~~such manager's designee ~~must~~will first verify that the subject Vehicle or Vessel was not authorized to Park under this Policy. To the extent that the District has entered into an agreement with an authorized towing service in accordance with Section 5.C., ~~such towing service may patrol the District for Policy violations (i.e., "roam" towing), but the District must authorize, in writing (in a form agreed in the towing agreement), the removal of such unauthorized Vehicle or Vessel.~~any of the foregoing managers, in his or her sole discretion, may authorize the removal of any such unauthorized Vehicle or Vessel by issuing a separate, written authorization specific to that Vehicle or Vessel to the towing service in a form agreed upon in the towing agreement. The towing service shall not remove any Vehicle or Vessel from District property or District roadways absent such specific, prior written authorization from the District for each individual tow. Any such removal, including towing fees, release fees, storage fees, etc., shall be at the owner's expense. The Vehicle and/or Vessel shall be towed/removed by the towing service in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.~~-~~

C. *Agreement with Authorized Towing Service.* The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a company authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

Section 6. Parking At Your Own Risk. Any permitted Parking pursuant to this Policy is at the driver's own risk. The District assumes no liability for any theft, vandalism, and/or damage that might occur to personal property and/or Vehicles or Vessels. Parking is subject to all applicable St. Johns County laws, ordinances, and regulations, and law enforcement may take action to enforce all such laws, ordinances, and regulations.

Section 7. Amendments. Designated Amenity Parking areas may be added to or removed from this Policy without a formal hearing by motion of the District's Board of Supervisors, subject to installation of proper signage, adoption of a new map, and compliance with all other requirements

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of Florida law. Requirements of this Policy may be suspended by the District's Board of Supervisors or by the District Manager for good cause.

Exhibit A: Parking Map

Specific Authority: §§ 190.011(5), 190.012(2)(d), and 190.041, *Fla. Stat.*
Effective date: ~~[DATE OF ADOPTION]~~May 28, 2026

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EXHIBIT A
TOWING AREAS

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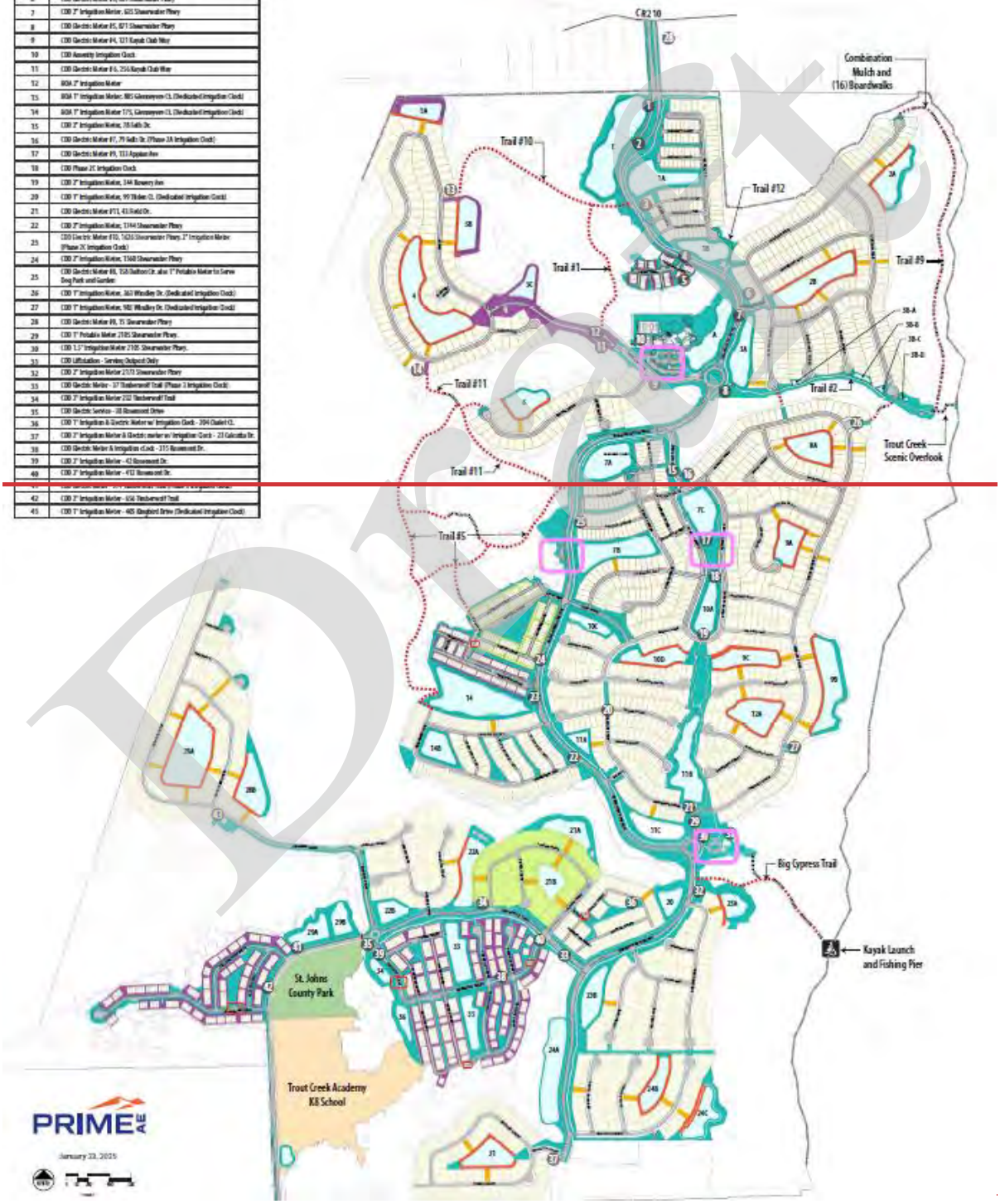
Trout Creek CDD

Towing & Maintenance Areas

Item Number	Note
1	CDD 2" Irrigation Meter, 21 Shearwater Pkwy
2	CDD Electric Meter #1, 275 Shearwater Pkwy
3	CDD Electric Meter #2, 425 Shearwater Pkwy. (Phase 1 Irrigation Clock).
4	Phase 1C, 2" HOA Irrigation Meter, 19 Yaiba Trail
5	Townhome Dedicated Irrigation Clock, 23 Sandar Ct.
6	CDD Electric Meter #3, 629 Shearwater Pkwy
7	CDD 2" Irrigation Meter, 635 Shearwater Pkwy
8	CDD Electric Meter #5, 871 Shearwater Pkwy
9	CDD Electric Meter #4, 121 Kayak Club Way
10	CDD Amenity Irrigation Clock
11	CDD Electric Meter #6, 256 Kayak Club Way
12	HOA 2" Irrigation Meter
13	HOA 1" Irrigation Meter, 985 Glenmeyer Ct. (Dedicated Irrigation Clock)
14	HOA 1" Irrigation Meter 575, Glenmeyer Ct. (Dedicated Irrigation Clock)
15	CDD 2" Irrigation Meter, 28 Kalb Dr.
16	CDD Electric Meter #7, 79 Kalb Dr. (Phase 2A Irrigation Clock)
17	CDD Electric Meter #9, 133 Appian Ave
18	CDD Phase 2C Irrigation Clock
19	CDD 2" Irrigation Meter, 144 Bowery Ave
20	CDD 1" Irrigation Meter, 99 Tilden Ct. (Dedicated Irrigation Clock)
21	CDD Electric Meter #13, 43 Reid Dr.
22	CDD 2" Irrigation Meter, 1744 Shearwater Pkwy
23	CDD Electric Meter #10, 1626 Shearwater Pkwy. 2" Irrigation Meter (Phase 2C Irrigation Clock)
24	CDD 2" Irrigation Meter, 1560 Shearwater Pkwy
25	CDD Electric Meter #8, 150 Dalton Dr. also 1" Potable Meter to Serve Dog Park and Garden
26	CDD 1" Irrigation Meter, 367 Woolley Dr. (Dedicated Irrigation Clock)
27	CDD 1" Irrigation Meter, 981 Woolley Dr. (Dedicated Irrigation Clock)
28	CDD Electric Meter #8, 35 Shearwater Pkwy
29	CDD 1" Potable Meter, 2185 Shearwater Pkwy.
30	CDD 1.5" Irrigation Meter 2185 Shearwater Pkwy.
31	CDD Lift Station - Service/Outpost Only
32	CDD 2" Irrigation Meter 2575 Shearwater Pkwy
33	CDD Electric Meter - 57 Timberwolf Trail (Phase 3 Irrigation Clock)
34	CDD 2" Irrigation Meter 232 Timberwolf Trail
35	CDD Electric Service - 38 Rosemont Drive
36	CDD 1" Irrigation & Electric Meter w/ Irrigation Clock - 394 Chabot Ct.
37	CDD 2" Irrigation Meter & Electric meter w/ Irrigation Clock - 23 Calcutta Dr.
38	CDD Electric Meter & Irrigation Clock - 315 Rosemont Dr.
39	CDD 2" Irrigation Meter - 42 Rosemont Dr.
40	CDD 2" Irrigation Meter - 412 Rosemont Dr.
41	CDD 2" Irrigation Meter - 656 Timberwolf Trail
42	CDD 1" Irrigation Meter - 405 Shepherd Drive (Dedicated Irrigation Clock)

LEGEND

- HOA Maintained Areas
- CDD Maintained Areas
- Homeowner Maintained Pond Bank
- 360 Maintained
- Trout Creek Academy K8 School
- Five-Minute Parking Zones
- Overnight Tow-Away Zones
- St. Johns County Park
- Maintenance Access Easement
- CDD Maintained Trail
- CDD Maintained Boardwalk



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Trout Creek CDD

Towing & Maintenance Areas

Item Number	Note
1	CDD 2" Irrigation Meter, 21 Shearwater Pkwy
2	CDD Electric Meter #1, 315 Shearwater Pkwy
3	CDD Electric Meter #2, 425 Shearwater Pkwy. (Phase 1 Irrigation Clock).
4	Phase 1C, 2" HOA Irrigation Meter, 10 Tolbo Trail
5	Townhome Dedicated Irrigation Clock, 21 Sandbar Ct.
6	CDD Electric Meter #3, 629 Shearwater Pkwy
7	CDD 2" Irrigation Meter, 635 Shearwater Pkwy
8	CDD Electric Meter #5, 871 Shearwater Pkwy
9	CDD Electric Meter #4, 121 Kayak Club Way
10	CDD Amenity Irrigation Clock
11	CDD Electric Meter #6, 256 Kayak Club Way
12	HOA 2" Irrigation Meter
13	HOA 1" Irrigation Meter, 985 Glenmeyern Ct. (Dedicated Irrigation Clock)
14	HOA 1" Irrigation Meter 575, Glenmeyern Ct. (Dedicated Irrigation Clock)
15	CDD 2" Irrigation Meter, 78 Falls Dr.
16	CDD Electric Meter #7, 79 Falls Dr. (Phase 2A Irrigation Clock)
17	CDD Electric Meter #9, 133 Appaloosa
18	CDD Phase 2C Irrigation Clock
19	CDD 2" Irrigation Meter, 144 Bowery Ave
20	CDD 1" Irrigation Meter, 99 Tilden Ct. (Dedicated Irrigation Clock)
21	CDD Electric Meter #13, 43 Reid Dr.
22	CDD 2" Irrigation Meter, 1344 Shearwater Pkwy
23	CDD Electric Meter #10, 1626 Shearwater Pkwy. 2" Irrigation Meter (Phase 2C Irrigation Clock)
24	CDD 2" Irrigation Meter, 1568 Shearwater Pkwy
25	CDD Electric Meter #8, 158 Dalton Dr. also 1" Potable Meter to Serve Dog Park and Gazebo
26	CDD 1" Irrigation Meter, 363 Woodley Dr. (Dedicated Irrigation Clock)
27	CDD 1" Irrigation Meter, 981 Woodley Dr. (Dedicated Irrigation Clock)
28	CDD Electric Meter #8, 75 Shearwater Pkwy
29	CDD 1" Potable Meter, 2185 Shearwater Pkwy.
30	CDD 1.5" Irrigation Meter 2185 Shearwater Pkwy.
31	CDD Lift Station - Serving Outpost Only
32	CDD 2" Irrigation Meter 2573 Shearwater Pkwy
33	CDD Electric Meter - 37 Timberwolf Trail (Phase 3 Irrigation Clock)
34	CDD 2" Irrigation Meter 232 Timberwolf Trail
35	CDD Electric Service - 38 Rosewood Drive
36	CDD 1" Irrigation & Electric Meter w/ Irrigation Clock - 3041 Chalet Ct.
37	CDD 2" Irrigation Meter & Electric meter w/ Irrigation Clock - 23 Calcutta Dr.
38	CDD Electric Meter & Irrigation Clock - 3115 Rosemont Dr.
39	CDD 2" Irrigation Meter - 42 Rosemont Dr.
40	CDD 2" Irrigation Meter - 412 Rosemont Dr.
41	CDD Electric Meter - 574 Timberwolf Trail (Phase 3 Irrigation Clock)
42	CDD 2" Irrigation Meter - 656 Timberwolf Trail
43	CDD 1" Irrigation Meter - 405 Shepherd Drive (Dedicated Irrigation Clock)

LEGEND

- HOA Maintained Areas
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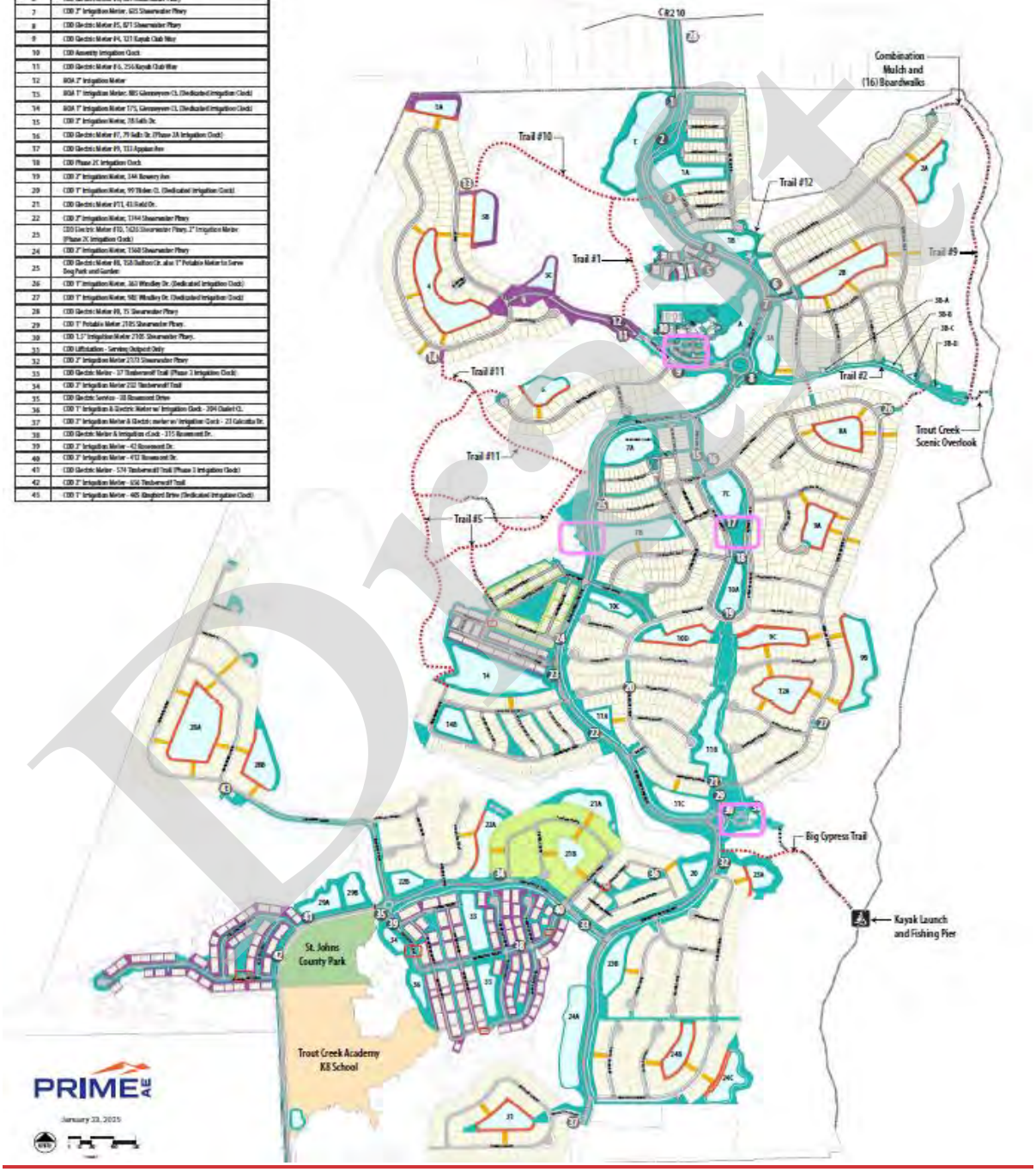

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TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

AMENDED POLICY RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

On May 28, 2026, at a duly noticed public meeting, the Board of Supervisors of the Trout Creek Community Development District ("District") adopted the following policies to govern parking and parking enforcement on certain District property ("Policy"). This Policy repeals and supersedes all prior District rules or policies governing the same subject matter.

Section 1. Introduction and Application. The District finds that Vehicles and Vessels (as defined below) parked (as defined below) on certain District property may create hazards and danger to the health, safety, and welfare of District residents, paid users, and the public, and may damage District property. This Policy is intended to provide a means by which the District may address improperly parked Vehicles and Vessels, including by towing/removal, subject to the requirements of applicable law and the procedures in this Policy.

SECTION 2. DEFINITIONS.

A. *Abandoned.* Any Vehicle or Vessel that, for a period of twenty-four (24) hours, has remained in the same location on District property without being moved and without authorization to Park in that location shall be deemed abandoned.

B. *Park / Parking.* To stop, stand, or leave a Vehicle or Vessel, whether attended or unattended, except when stopping temporarily for the purpose of and while actually engaged in loading or unloading persons or property.

C. *Tow-Away Zone.* District property (including, where applicable, District-owned or District-controlled roadways and rights-of-way) in which parking is prohibited and in which the District is authorized to initiate towing and/or removal, including all areas identified in **Exhibit A** and by separate posted signage, as well as any area on District property not expressly designated or marked as a permitted parking area.

D. *Vehicle*. Any motor vehicle, trailer, or other wheeled conveyance that is used or capable of being used as a means of transportation on land for persons or property.

E. *Vessel*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS.

A. *Tow-Away Zones.* The areas indicated on the map attached hereto as **Exhibit A**, including all roadways within the District, are hereby designated as Tow-Away Zones. Except where expressly designated for Parking (e.g., marked parking spaces or signed parking areas), Vehicles and Vessels may not Park on District property at any time and are subject to towing. Vehicles and Vessels parked in a Tow-Away Zone in the same location in excess of 24 hours are subject to towing as Abandoned vehicles under Section 2.A. Notwithstanding the foregoing, Vehicles may Park for a maximum of five (5) minutes in

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the sections identified in **Exhibit A**; parking in these areas in excess of five (5) minutes is prohibited. Parking is prohibited at all times on any grassy or landscaped areas on District property, including common areas, pond banks, and areas bordering roadways, unless the District grants a written exception in advance. Any Vehicle or Vessel parked in an area not expressly designated for Parking, or in any grassy or landscaped area, is subject to immediate towing without further notice. **Any Vehicle parked on District property, including District roads, if any, must do so in compliance with all applicable laws, ordinances, and codes, and shall not block access to driveways, property entrances, fire hydrants, fire lanes, or mailboxes. Vessels shall not be parked on District property without the express written permission of the District and are subject to towing if parked without such permission.**

B. *Abandoned Vehicles and Vessels*. Abandoned Vehicles and Vessels are not permitted to be Parked on District property at any time and are subject to towing at the owner's expense.

C. *Manner of Parking.* Vehicles (and pre-approved Vessels) may not be Parked such that they utilize more than one (1) marked parking space, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's business, or otherwise pose a danger to the District, its residents and guests, the general public, or the property of same.

D. *Exceptions.*

   a. Special Circumstances. District staff may issue a Parking permit to authorize an exception to this Policy for special events or as necessitated by special circumstances, in which case the Parking permit shall be for a limited time and shall be posted on the windshield of the Vehicle or Vessel.

   b. Vendors and Food Trucks. Food Trucks invited to special District events and District vendors performing District business are exempt from this Policy; provided, however, that such Food Trucks and vendors may not Park in a manner which threatens the health, safety, and welfare of District residents and guests, or causes property damage, and are subject to special instructions issued by the District for their Parking.

   c. Delivery Vehicles and Governmental Vehicles. Delivery Vehicles, including, but not limited to, Vehicles associated with U.S.P.S., U.P.S., Fed Ex, moving companies, and District vendors are exempt from this Policy while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

SECTION 4. ENFORCEMENT.

A. *Towing.* Vehicles or Vessels Parked in violation of this Policy may be towed in the District's discretion and in accordance with the requirements and procedures set forth at Section 5 herein.

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B. *Amenity Suspension.* The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Policy, in accordance with the District's adopted *Suspension and Termination of Access Rule*.

SECTION 5. TOWING/REMOVAL PROCEDURES.

A. *Signage and Language Requirements.* Signage-provisioned notice will be approved by the District's Board of Supervisors and furnished and installed by the District's authorized towing contractor on District property and roadways in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes.*

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C. *Agreement with Authorized Towing Service.* The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a company authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

Section 6. Parking At Your Own Risk. Any permitted Parking pursuant to this Policy is at the driver's own risk. The District assumes no liability for any theft, vandalism, and/or damage that might occur to personal property and/or Vehicles or Vessels. Parking is subject to all applicable St. Johns County laws, ordinances, and regulations, and law enforcement may take action to enforce all such laws, ordinances, and regulations.

Section 7. Amendments. Designated Amenity Parking areas may be added to or removed from this Policy without a formal hearing by motion of the District's Board of Supervisors, subject to installation of proper signage, adoption of a new map, and compliance with all other requirements of Florida law. Requirements of this Policy may be suspended by the District's Board of Supervisors or by the District Manager for good cause.

Exhibit A: Parking Map

Specific Authority: §§ 190.011(5), 190.012(2)(d), and 190.041, *Fla. Stat.*
Effective date: May 28, 2026

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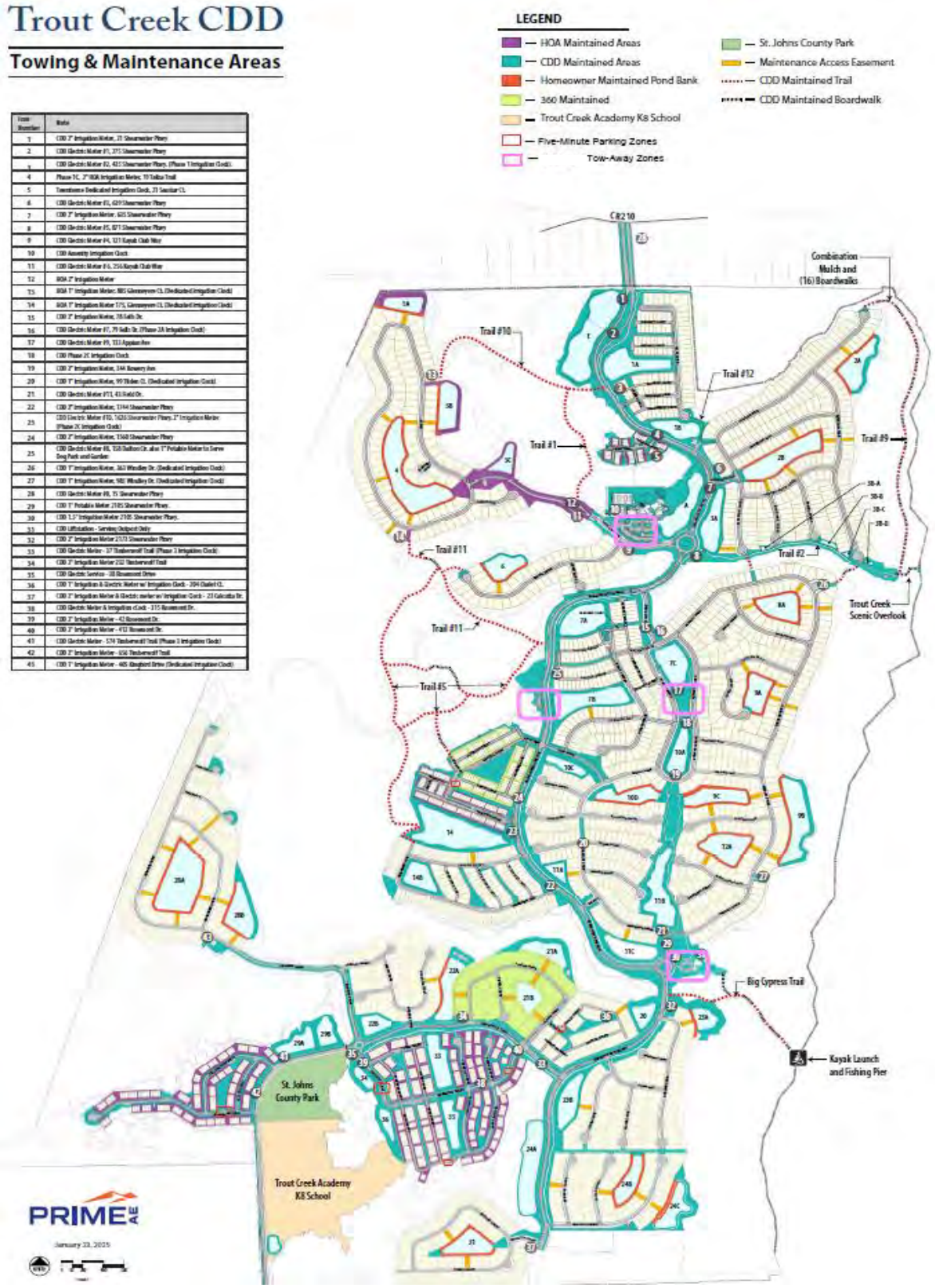
EXHIBIT A
TOWING AREAS



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