TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Workshop

Monday
May 11, 2026
10:00 a.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 Workshop of the Board of Supervisors of the Trout Creek Community Development District is scheduled for **Monday, May 11, 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: Monday, May 11, 2026
Time: 10:00 AM
Location: Kayak Club, 100 Kayak Way, St. Augustine, FL 32092

Revised Workshop Agenda

I. Roll Call

II. 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.

III. Discussion Topics

A. Shearwater Night Swim	Exhibit 1 Pgs. 6-12
B. Swim Team Revenue Possibilities (Swim Rise Aquatics & Sporting Jax Aquatic Club)	Exhibit 2 Pgs. 14-41
C. Shades for Tot Lot	
D. Swings for Phase 3	Exhibit 3 Pgs. 43-46
E. Bike Racks for All Bus Stops within the Community	
F. Tash Cans for All Mailbox Kiosks	
G. Benches & Trash Cans at Fishing Ponds	
H. Lighting at Mailbox	
I. Flock System	Exhibit 4 Pgs. 48-59
J. Proposed FY 2026-2027 Budget	Exhibit 5 Pgs. 61-70
K. Towing Policy	Exhibit 6 Pgs. 72-76
L. Rates/Policies/Disciplinary Rule	Exhibit 7 Pgs. 78-191
M. Ashford Mills TCE Changes	Exhibit 8 Pgs. 193-243
N. Fence/Variance – Revised Policy	Exhibit 9 Pgs. 245-257

IV. General Manager's Update

V. **Supervisors' Requests**

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

VII. **Next Meeting Quorum Check: Thursday, May 28 at 6:00 p.m.**

Clint Wright	☐ IN PERSON	☐ REMOTE	☐ NO
Heather Loffredo	☐ IN PERSON	☐ REMOTE	☐ NO
Jim Breslin	☐ IN PERSON	☐ REMOTE	☐ NO
Ronnie Murphy	☐ IN PERSON	☐ REMOTE	☐ NO
Vincent Sajkowsko	☐ IN PERSON	☐ REMOTE	☐ NO

VIII. **Next Workshop Reminder: Tuesday, June 9 at 10:00 a.m.**

IX. **Adjournment**

EXHIBIT 1

SHAFFER
ENGINEERING GROUP

April 15, 2026

Trout Creek CDD
250 International Pkwy, Ste. 208
Lake Mary, Florida, 32746

RE: Shearwater Family Pool and Lap Pool Night Swim Lighting Design

Dear Howard:

I am pleased to offer this proposal for electrical engineering services on the referenced project.

Description

- Design night swim lighting for existing family pool and lap pool.
- Certification of night swim lighting installation.

Base Electrical Services – Phase 1

- (1) Initial project site visit to document existing conditions and plan new lighting locations.
- Design of pool area lighting as required for night swim certification.
- Prepare photometric computer model for analysis of new pool lighting.
- Design of lighting circuiting and controls.
- Prepare electrical drawings and specifications. Specifications to be included on electrical drawings.
- Review shop drawings and respond to contractor RFI's.

Base Electrical Services – Phase 2

1. Pool night-swim lighting certification. Includes nighttime site visit to document pool lighting levels, prepare survey report and complete certification form for the State of Florida.

Alternate Electrical Services

1. Additional project site visits or meetings.

: 904-239-3621
: 904-239-3623
: http://www.shaffereg.com

12058 San Jose Blvd, Suite 203
Jacksonville, FL 32223

Fee

Our fee for the above services will be as follows:

Base Electrical Services - Family Pool Phase 1	$ 8,000
Base Electrical Services - Family Pool Phase 2	$ 4,000
Base Electrical Services - Lap Pool Phase 1	$10,000
Base Electrical Services - Lap Pool Phase 2	$ 5,000
Alternate #1 – Site Visits/Meetings	$ 1,000 Each

Additional services including, but not limited to, meetings during construction, additional design services or printing costs of multiple sets of drawings are not included. These services will be billed at normal hourly rates and cost of printing.
The standard hourly rates are currently as follows:

Principal	$275.00
Professional Engineer	$220.00
Electrical Engineer	$185.00
Designer	$155.00
CADD Operator	$105.00
Clerical	$ 85.00

Payment schedule shall be as follows:

Payment #1 - Retainer	50% (50% Of Project Phase Total)
Payment #2 - 100% Documents	50% (100% Of Project Phase Total)

The proposed financial arrangements are based on prompt payment of invoices and the orderly and continuous progress of the project. If basic services have not been completed within 24 months of the acceptance date, through no fault of Shaffer Engineering Group LLC, the engineering fee shall be equitably adjusted.

Reimbursement Expenses

Direct expenses incurred by our firm due to travel more than 50 miles from our office (except as outlined above), mail/courier, and bulk reproductions shall be considered reimbursable expenses and invoiced at actual cost plus a fifteen percent (15%) administration fee.

Expenses incurred in conjunction with reproduction of engineering plans shall be as follows:

11”x17” or 12”x18” plans - $1.75 per sheet
22”x34” or 24”x36” plans - $3.50 per sheet
30”x42” plans - $4.50 per sheet
8.5”x11” pages (specs & calcs) - $0.25/sheet

Document delivery fee (within 25 miles) - $25.00

Services Not Included In Basic Fee

The following items are not included in the basic services outlined herein: (1) any activities beyond document preparation and construction administration services outlined above; (2) project representation and construction observation on a full-time basis, or to any greater degree than that described herein; (3) work by other architectural and engineering disciplines other than listed above; (4) changes to the project design at the direction of the owner if the direction for such change requires revision to prior-approved design, including design changes resulting from "value engineering" by the owner/contractor; (5) LEED Design; (6) multiple or alternate system designs; (7) as-built documentation; (8) reproduction of bid documents, permit documents, or multiple review sets; (9) design updates necessary to accommodate building code revisions which would be unreasonable to expect to anticipate at the onset of design; (10) delivery of engineering documents in electronic format; (11) site visits or meetings not specifically indicated; (12) commissioning of electrical systems; (13) compliance with Florida Energy Code requirements or documentation; 14) design or certification associated with the lazy river or slide.

Existing Conditions

Surveying and analysis of existing conditions will be limited to reasonable visual observation by Shaffer Engineering Group without removing covers of electrical gear or inspection of concealed spaces. Visual observations performed by Shaffer Engineering Group may not provide enough information to adequately design the project or to provide sufficient data required for required documentation or calculations. If visual observation is not sufficient, an electrical contractor or electrical testing company may be required to provide more detailed documentation and/or studies. Any work required to be performed by an electrical contractor or electrical testing company will be considered outside the scope of this proposal. This work shall be contracted by the facility owner or by other owner approved entity. This work may also be contracted by Shaffer Engineering Group at an additional reimbursable cost. Any additional cost incurred by Shaffer Engineering Group will be invoiced at our cost plus a fifteen percent (15%) administration fee.

Existing Landscaping

Existing landscaping, vegetation, trees, shrubs, or other obstructions that may affect pool-deck or pool-surface illumination levels shall be trimmed, removed, or otherwise corrected by the Owner prior to Phase 2 night-swim lighting certification.

Shaffer Engineering Group will help to identify observed landscaping or vegetation conditions that may interfere with the required lighting levels; however, responsibility for correcting those conditions shall remain with the Owner. Failure to complete the required trimming, removal, or correction prior to Phase 2 certification may result in failure of the night-swim lighting certification.

If certification cannot be completed or must be repeated due to uncorrected landscaping, vegetation, or other owner-controlled obstructions, additional site visits, testing, coordination, documentation, or related services shall be billed as an additional service at Shaffer Engineering Group's standard hourly rates.

Construction Observation

Since exhaustive or continuous project review and observation services are outside our scope of services, we do not guarantee the performance of, and have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

Terms and Conditions

Terms and conditions of 'Exhibit A' shall be part of this letter agreement.

This proposal will remain open for acceptance for a period of six (6) months from the above date. If the information herein meets with your approval, please sign where indicated below and return a copy of this letter as our authorization to proceed. No work will proceed prior to receipt of a signed proposal agreement. Notwithstanding the foregoing sentence, if you or members of your firm engage our firm in engineering design services for the referenced project, either verbally or by actions, which imply acceptance of this proposal such as providing us drawings, requesting engineering information, etc., without returning a signed copy of this proposal, acceptance of all conditions of this proposal will be implied.

Please feel free to contact me you have any questions. If the above is acceptable to you, please sign below and return a copy of this agreement.

Sincerely,

J. Bryan Shaffer, P.E.

BS/Trout Creek CDD – Shearwater Night Swim

Fee/Services Accepted:__$_____

_____ _____
Signature Date

_____ _____
Printed Name Company

Exhibit A
Terms and Conditions

Shaffer Engineering Group, LLC (hereafter referred to as the *Design Professional*) shall perform the services outlined in this letter agreement for the stated fee arrangement.

Billings/Payments
Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the Design Professional may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

In the event that payment is dependent upon the client's receipt of payment from a third party for services stated herein, client shall make payment within the lesser of: ten (10) days of receipt of payment from the third party; or sixty (60) days of the date of the invoice.

Past due amounts may be subject to a monthly service charge of 1.5% of the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing and collection efforts are deem necessary, the Client shall pay all costs of collection, including reasonable attorneys' fees.

Access To Site
Unless otherwise stated, Design Professional will have access to the site for activities necessary for the performance of the service.

Hidden Conditions and Hazardous Materials
A condition is considered to be 'hidden' if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Design Professional has reason to believe that such a condition may exist, Design Professional shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Design Professional has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and Design Professional shall not be responsible for the existing condition nor any resulting damages to persons or property. Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnifications
The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Design Professional, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the service under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Design Professional. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

Risk Allocation
In recognition of the relative risks, rewards and benefits of the project to both the Client and the Design Professional, the risks have been allocated so that the Client agrees that, to the fullest extent permitted

by law, the Design Professional's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of $25,000, the amount of the Design Professional's fee, whichever is greater, or other amount agreed upon when added to the letter agreement. Such causes include, but are not limited to, the Design Professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Information for the Sole Use and Benefit of the Client
All opinions and conclusions of the Design Professional, whether written or oral, and any plans, specifications or other documents and services provided by the Design Professional are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Design Professional. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Design Professional or the Client.

Ownership of Documents
All documents produced by Shaffer Engineering Group, LLC under this agreement are the sole property and instrument of professional service of Shaffer Engineering Group, LLC and shall remain the property of Shaffer Engineering Group, LLC and may not be used by the Client for any other purpose without the prior written consent of Shaffer Engineering Group, LLC.

Termination of Services
This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Certificate of Merit
The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State of Florida. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifiers opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding and allow sixty (60) days for a reply. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration. The Design Professionals are deemed to be intended third party beneficiaries of this provision.

Dispute Resolution
This agreement shall be governed by the laws of the principal place of business of Design Professional. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the

Design Professional is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes and other matters that are not resolved by mediation shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In no event shall the demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statue of limitations.

Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the Client and Design Professional and has no third party beneficiaries. Design Professional services are defined solely by this Agreement and not by other contract or agreement which may be associated with the Project.

Return to Agenda

EXHIBIT 2

PARTNERSHIP PROPOSAL

SwimRise Aquatics

A Year-Round Aquatic Programming Partnership for the Shearwater Community

Prepared for the Shearwater HOA / District

Submitted by SwimRise Aquatics

OVERVIEW

A Partnership for Year-Round Aquatic Excellence

SwimRise Aquatics proposes a formal partnership with the Shearwater community to deliver professional, year-round aquatic programming at the Shearwater Community Pool.

Our mission is to enhance water safety, advance swimmer development, and strengthen community engagement through structured, inclusive, and professionally managed swim programs.

Water Safety

Professional instruction grounded in nationally recognized safety standards.

Skill Development

A clear pathway from first lesson to elite-level competitive swimming.

Community Engagement

Inclusive programming designed for all ages and ability levels.

FACILITY USE REQUEST

Proposed Schedule & Shared Access

LOCATION

Shearwater Community Pool

SWIM TEAM

Homeschool Program

M / W / F

10:00 – 11:30 AM

Afterschool Program

Mon – Fri

3:30 – 7:00 PM

LESSONS

Weekday Lessons

Mon – Fri

9:00 AM – 12:00 PM

Weekend Lessons

Saturday

9:00 AM – 12:00 PM

Shared Access Commitment — One lane will remain open at all times during programming for resident lap swimmers.

PROGRAM OFFERINGS

A Complete Spectrum of Aquatic Services

Competitive Swim Team

- Year-round training program
- Certified USA Swimming coaches
- Athlete development from beginner to elite level

Learn-to-Swim Program

- Beginner through advanced instruction
- Strong focus on water safety
- Confidence-building progression

Adaptive Aquatics

- Specialized lessons for individuals of all abilities
- Instructors with adaptive training certifications
- Inclusive, supportive environment

Stroke Lessons (Competitive)

- Detailed stroke analysis and refinement
- Video analysis for technical feedback
- Targeted improvement for racing performance

SAFETY & CREDENTIALS

Built on a Foundation of Trust and Compliance

Safety First. Always.

Every coach, every swimmer, and every session is backed by professional certification and full insurance coverage.

USA Swimming Certified

All coaches hold current USA Swimming certifications + CPR/AED Certifications

Background Checked

All staff complete background checks and SafeSport compliance.

Insured Participants

Every enrolled swimmer is insured through USA Swimming.

Liability Coverage

Additional liability insurance is carried by SwimRise Aquatics.

CURRENT INVOLVEMENT

An Established Relationship with Shearwater

SwimRise Aquatics is already a proud sponsor of the Shearwater Sharks summer team and has provided dedicated coaching support throughout the season.

This existing relationship establishes a seamless year-round pathway for Shearwater swimmers to continue their development beyond the summer season.

THE SWIMMER PATHWAY

1

Summer

Shearwater Sharks

Seasonal team participation

2

Year-Round

SwimRise Programs

Continuous skill development

3

Long-Term

Competitive & Elite

USA Swimming athlete pathway

THE WE RISE FOUNDATION

Inclusive Aquatics for Every Swimmer by The We Rise Foundation

OUR MISSION

Providing inclusive swimming programs that create opportunity, foster independence, and build lifelong skills for swimmers of all abilities.

Equitable Inclusion

Programming designed for swimmers of varying abilities, with thoughtful accommodations.

Water Safety Education

Outreach and instruction that bring water safety to vulnerable and underserved communities.

Lasting Impact

Building character, connection, and confidence that extend beyond the pool.

COMMUNITY BENEFITS

Lasting Value for Shearwater Residents

Year-Round Development

Continuous swimmer growth and progression beyond the summer season.

Enhanced Water Safety

Professional instruction that strengthens safety across the community.

Convenience at Home

High-quality programming delivered within the neighborhood.

All Ages, All Abilities

Inclusive offerings that serve every resident and skill level.

PRICING & REVENUE SHARE

A Simple, Transparent Partnership Model

REVENUE SHARE

$3,000

per month

PLUS

10%

of membership program revenue returned to the Shearwater Community / District

Full Operational Management

SwimRise Aquatics manages every aspect of program delivery, ensuring zero administrative burden on the community.

Registration

All swimmer registration and enrollment management

Staffing

Coach hiring, certification tracking, and supervision

Scheduling

Practice schedules, lesson coordination, and pool time

Operations

Insurance, billing, communications, and program logistics

FACILITY ENHANCEMENTS

Investing in Long-Term Community Value

SwimRise Aquatics is committed to supporting future facility improvements that enhance safety, expand programming, and create lasting value for residents.

Pool Deck Lighting

Collaborative funding for pool deck lighting improvements to enable safe, effective use of the facility during evening hours.

- Extended evening usability
- Improved visibility and safety
- Increased long-term facility value

Competition Starting Blocks

Installation of two starting blocks to support practice starts and competitive training, with potential collaboration with Beachside High School for shared use.

- Supports competitive practice starts
- Enables training at race standard
- Potential partnership with Beachside HS

We are committed to working collaboratively with the HOA / district and approved vendors to ensure all improvements meet community standards.

ADDITIONAL OPPORTUNITIES

Expanding the Partnership Together

Beyond core programming, SwimRise Aquatics offers a range of additional collaboration opportunities to enrich life in Shearwater.

Summer Camps & Clinics

Seasonal swim camps and skill-focused clinics designed to keep swimmers engaged through every break.

Technique Workshops

Specialty training sessions covering stroke mechanics, race strategy, and individual skill refinement.

Community Events

Aquatic programming support for community events, swim meets, and resident-focused activities.

IN CLOSING

A Lasting Partnership for Shearwater.

SwimRise Aquatics is committed to building a strong, long-term partnership with the Shearwater community — providing a safe, inclusive, and high-quality aquatic environment that contributes to the growth and value of the neighborhood.

Thank you for your consideration.

We look forward to the opportunity to work together.

SPORTING

JAX

AQUATIC CLUB

SHEARWATER

WHO ARE WE?

Sporting Jax Aquatic Club is a competitive swim program based in Jacksonville and part of the broader Sporting Jax organization, dedicated to developing athletes and strengthening community connections. Our program serves swimmers of all ages and abilities, from developmental levels to nationally competitive athletes, with a strong emphasis on technical excellence, teamwork, and character development. Led by experienced coaches and administrators, Sporting Jax Aquatic Club is committed to providing safe, well-structured programming and building strong community partnerships that expand access to high-quality aquatic opportunities.

WE ARE SPORTING JAX

- Sporting Jax Aquatic Foundation
- Not-for-profit organization
- 200+ swimmers
- 10 USA swimming certified coaches
- Safe sport certifications
- USA swimming Silver Medal Club

U.S. CENTER FOR SAFESPORT

NATIONAL CLUB EXCELLENCE PROGRAM
USA SWIMMING
SILVER MEDAL CLUB
2025

9 TIME GOLD MEDALIST
CAELEB DRESSEL
IS A MEMBER OF OUR TEAM

CAELEB IS CURRENTLY
TRAINING FOR
THE 2028 SUMMER OLYMPICS
IN
LOS ANGELES

SHEARWATER

Our goal would be to create a developmental and home school swim program partnering with the Shearwater Community

This initial proposal utilizes the facility that is already in place, with no additional investment from the Shearwater Community

Sporting Jax Aquatic Club is assuming the financial and operational risks

We're excited to announce a new partnership with Step Up for Students. This partnership allows families to use their state-approved funds to pay swim fees directly—eliminating the need to wait for reimbursements. With just a few simple clicks through the Step Up portal, families can easily manage their payments.

Our vision is to bridge the gap between summer swim and year-round competitive swimming. Our program would not only help swimmers retain what they learned during summer swim, but also build upon those skills. Swimmers would improve technique and endurance which will help them move toward their individual goals.

Swimmers will be invited to participate in Sporting Jax intrasquad meets (Ping-Pong Meets). Our coaches will also advise when a swimmer is ready to participate in a USA Swimming Sanctioned Meet (if desired). Typically, there is one USA Swim Sanctioned meet each month hosted in the Jacksonville area (at Bolles, Episcopal, etc) attended by our team. Meet fees are set by the host and USA swimming and would be billed to the families that choose to participate.

If families desire to continue training with Sporting Jax over the summer (in lieu of or in addition to summer swim team), we could accommodate those swimmers in our existing programming at JCP. Or, if there is a strong demand, we are happy to work with Shearwater to schedule summer training around the summer swim team's schedule.

Program would run 8 months per year aligning with the traditional school calendar:

Mid Aug-Mid Dec & Early Jan-April

eek o for Sp g Bre d ha giving Break

(monthly fees take this into consideration)

We do not want to conflict with Shearwater's summer swim team, we are striving to complement it

SHEARWATER

Potential Practice Schedule:

4 days a week: Monday through Thursday

Utilizing 4 lanes of the lap pool

Horizon 1 (younger/least experienced)

3:15pm-3:30pm Dryland

3:30pm-4:10 In Water

Horizon 2 (older/more experienced)

4:10pm-5:10pm In Water

5:10pm-5:35pm Dryland

SHEARWATER

Proposed Fee Structure

$150 annual registration fee
(includes team suit, swim cap, shirt, & car magnet)

$135 monthly membership fee (8 months)

$97 Annual USA Swimming fee
(paid directly to USA Swimming)

SHEARWATER

Proposed Agreement

Sporting Jax will pay Shearwater a total of $10,000 upfront in August 2026 - one time payment

Sporting Jax agrees to pay 10% of collected revenue to the CDD. Sporting Jax further agrees to pay to Shearwater 20% of collected monthly membership fee revenue exceeding the initial $10,000

SHEARWATER

# of Swimmers	Total	10% CDD	20% revenue share after $10k	$10k upfront	Total Annual Revenue to Shearwater (year 1)
20	$24,600	$2,460	$2,920	$10,000	$15,380
30	$36,900	$3,690	$5,380	$10,000	$19,070
40	$49,200	$4,920	$7,840	$10,000	$22,760
50	$61,500	$6,150	$10,300	$10,000	$26,450

Additional Notes/Requests

- Sporting Jax is willing to entertain a multiyear agreement
- Sporting Jax gets first right of refusal should any changes be made to pool availability.
- Ability to offer clinics/camps/one-on-ones (scheduled with Shearwater outside of designated practice times) 10% fee to the CDD, remainder would be retained by Sporting Jax to help cover overhead costs.
- If the program is successful, the ability to add a 3rd practice time slot from 2pm-3pm (continuing the 10% CDD fee and 20% Shearwater fee)
- We are open to other ways to structure the arrangement but felt this was a creative starting point that would be a low risk for the community as we start our partnership together

In order for our club to break even, we would need 30 residential swimmers to sign up

To create a financially sustainable program, the goal would be 40-50 swimmers

If we were not able to initially register 30 residential swimmers, we would ask the CDD consider opening up to non-residents at a higher monthly fee ($150/month)

If the CDD is open to non-residents participating, Sporting Jax would give all Shearwater families priority, and then open registration to non-residents two weeks prior to start of the program

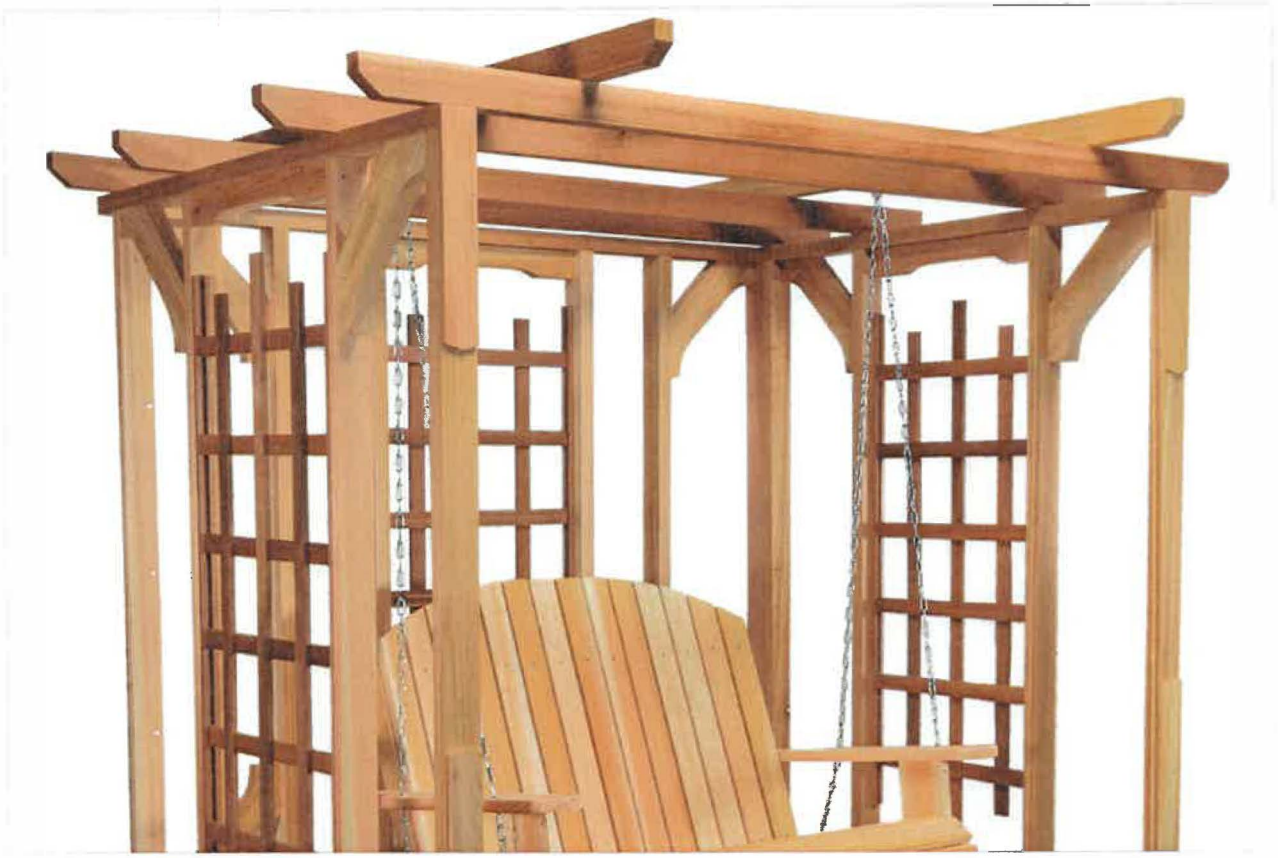
SPORTING JAX AQUATIC CLUB

SHEARWATER

Questions?

Return to Agenda

EXHIBIT 3



Save 10%

Cedar Pergola Garden Arbor & Swing Set

SKU: PO72-S

Cedar Pergola Garden Arbor & Swing Set

SKU: PO72-S

11 reviews**Price**

USD $1,359^{00}

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Chat

1

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More payment options

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Usually ready in 24 hours

View store information

Introducing the All Things Cedar Pagoda Garden Arbor, your passport to outdoor elegance and botanical bliss! Crafted with passion and precision from premium Western Red Cedar, this arbor embodies the perfect fusion of timeless beauty and enduring quality. Assembled with care, its snug-fitting parts and sanded finish ensure a seamless blend of form and function.

Width: 82 in
Depth: 72 in
Height: 74 in
Product weight: 157.0 lbs
Interior Dimensions: 67 x 49 x 73
Overall dimensions: 82w x 72d x 74h - (full assembly required)

Free shipping on all orders shipped within Canada and the United States.

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Dimensions +

Customer reviews

4.5 / 5 11 reviews

1

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4★	45%
3★	0%
2★	0%
1★	0%

Reviews 11

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★★★★☆ 1 year ago

Shari Verified buyer

It's really pretty, but hard to assemble. Not the most sturdy, but it's good for the price.

★★★★★ 1 year ago

Joseph Verified buyer

I love it! Itâ□□s perfect for my backyard!

★★★★☆ 1 year ago

Petra Verified buyer

we like it

Save 10%

DATE:
February 9th, 2026

Michael Koster d/b/a MK Designs

Invoice Number:
MKD-020926

TO:
Trout Creek CDD
100 Kayak Way
Saint Augustine, FL 32092

PROJECT	PAYMENT TERMS	DUE DATE
Common Area Seating Installation	Due upon Completion	03/16/2026

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
2	Freestanding cedar porch swing- 4x8 rough cut cedar. Fabricated, and installed – per unit.	5400	10,800
2	Polywood Vinyard Heritage Bench 5ft width (teak color)	482.68	965.36
		SUBTOTAL	11,765.36
		SALES TAX	N/A
		TOTAL	11,765.36

NOTES:

- Pricing reflects turnkey delivery including fabrication and installation
- Designed for outdoor common-area use
- Natural cedar will weather over time
- Any scope changes require written HOA/CDD approval

MAKE ALL CHECKS PAYABLE TO MICHAEL KOSTER D/B/A MK DESIGNS
Thank you for your business!

MICHAEL KOSTER D/B/A MK DESIGNS 14090 PRATER CT | JACKSONVILLE, FL 32224 | PHONE: 904-716-7367 | EMAIL MIKE.KOSTERSR@GMAIL.COM

Return to Agenda

EXHIBIT 4

Flock Safety + FL - Trout Creek CDD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Erica Graham
erica.graham@flocksafety.com
(904) 590-2527

Created Date: 04/23/2026
Expiration Date: 05/22/2026
Quote Number: Q-200781
PO Number:

flock safety

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To:	Saint Augustine, Florida 32092	Ship To:	Saint Augustine, Florida 32092
Billing Company Name:	FL - Trout Creek CDD	Subscription Term:	24 Months
Billing Contact Name:		Payment Terms:	Net 15
Billing Email Address:		Retention Period:	30 Days
Billing Phone:		Billing Frequency:	Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$11,100.00**
Flock Safety Platform			
Flock Safety Platform - Community	Included	1	Included
Flock Safety Bundles			
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Bundle Implementation Fee	$650.00	3	$1,950.00

Subtotal Year 1:	$13,050.00
Annual Recurring Subtotal:	$11,100.00
Discounts:	$3,000.00
Estimated Tax:	$0.00
Contract Total:	$24,150.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$13,050.00
Annual Recurring after Year 1	$11,100.00
Contract Total	$24,150.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$3,000.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

FlockOS Features	Description
Flock Safety Platform - Community	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Community grade bundled standard range license plate recognition camera and live streamed solar powerd fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Video Camera Fixed, fka Condor	Community grade live streamed Solar powerd Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required.
Flock Safety LPR - Neighborhoods, fka Sparrow	Residential grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Real-Time NCIC alerts sent to Shared Agencies	Alert sent to any shared community Law Enforcement agency when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Create a list of vehicles of interest and receive real-time alerts when they're detected by your Flock LPR cameras.

From: Erica Graham
To: Jessica Knutelsky
Subject: Re: Flock Safety II Following Up
Date: Thursday, April 23, 2026 12:40:06 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
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Quote_Trout Creek CDD_.pdf

Hello Jessica,

Perfect, thank you so much for clarifying! I also want to add that we work closely with the St. Augustine PD and the St. Johns County Sheriff's Office. SJCO operates one of Florida's best **Real Time Crime Centers.** You can reference **this video** to see how communities integrate with Real Time Crime Centers to solve crime.

Flock is partnering with 63 out of the 67 Sheriff's Offices in Florida along with private customers like HOAs, neighborhoods and commercial (like Home Depot and Lowe's).

image.png

Recorded Presentation (5 min 40 sec)

Recorded Demonstration (3 min 25 sec)

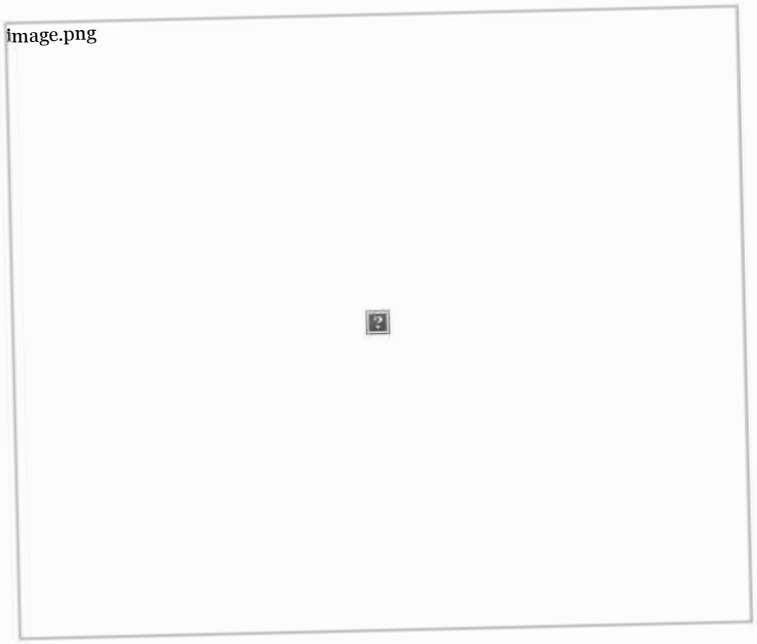
Mapping

All three locations have perfect solar access and Trout Creek CDD ownership, offering many great installation options. I'm including the tentative deployment plan below based on angle, capture and parlay boundary. If the board approves this project we can schedule a mapping call to finalize the locations prior to the site survey.

Deployment Map

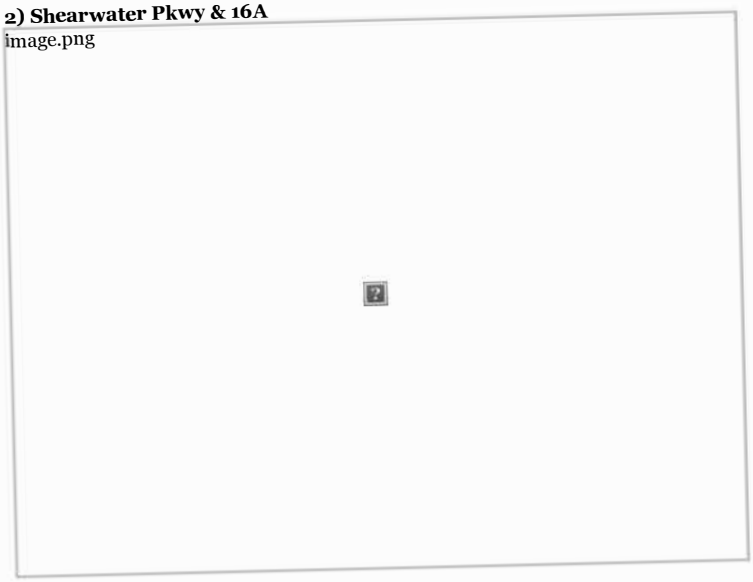
1) CR-210 & Shearwater Pkwy

image.png



2) Shearwater Pkwy & 16A

image.png



3) Timberwold Trail & 16A

Pricing

LPR/Video bundles : $3,700 x 3 = **$11,100**
One time install fee: $650 x 3 = **$1,950**

Year 1: **$13,050**
Year 2: **$11,100**

Both the LPR and Video Cameras are part of a 2 year subscription service that includes everything: installation, permitting, connection to solar and cellular, maintenance and repairs, regular software upgrades, full remote access to the intelligent platform and the option to send hot alerts to your choice of law enforcement agencies.

Keep in mind that the contract reflects the total amount over a 2 year period; however, only the first year's payment and the installation fee are due at the start of the contract. The second installment is paid at the start of year 2.

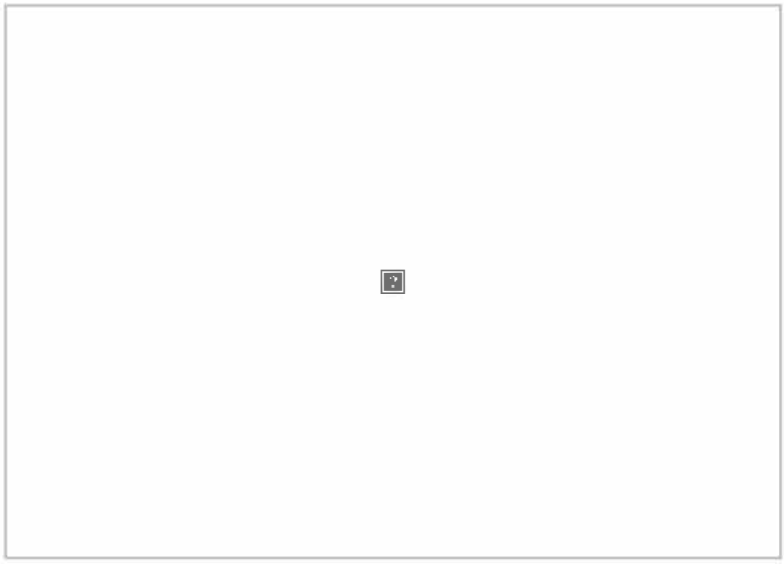
I know this is a lot of information so please let me know if you have any questions before tonight's meeting!

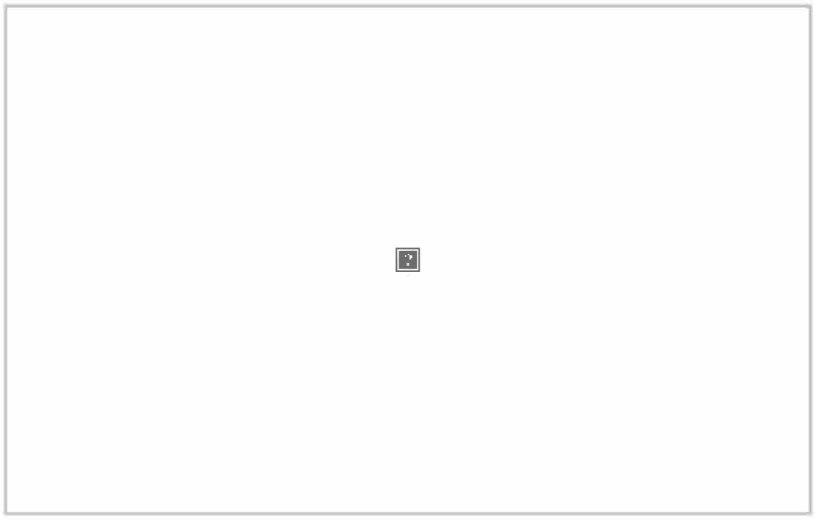
Best,

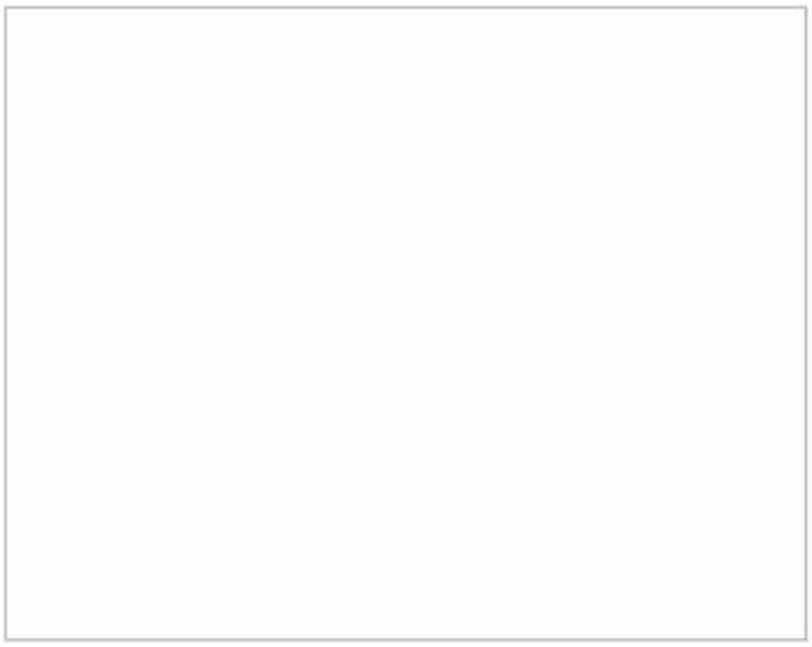
Erica

On Thu, Apr 23, 2026 at 9:09 AM Jessica Knutelsky <jessica.knutelsky@fsresidential.com> wrote:

> Good morning, Erica!
>
> Here are the entrances below screenshotted from Google Maps – Thank you!
>
> 1. **CR-210 and Shearwater Pkwy**
> 2. **Shearwater Pkwy and 16A**
> 3. **Timberwolf Trail and 16A**







Best wishes,

JESSICA KNUTELSKY
Assistant General Manager

Trout Creek CDD
100 Kayak Way | St Augustine, FL 32092
Direct 904.342.3739

Shearwatercurrent.com

24/7 Customer Care 866.378.1099

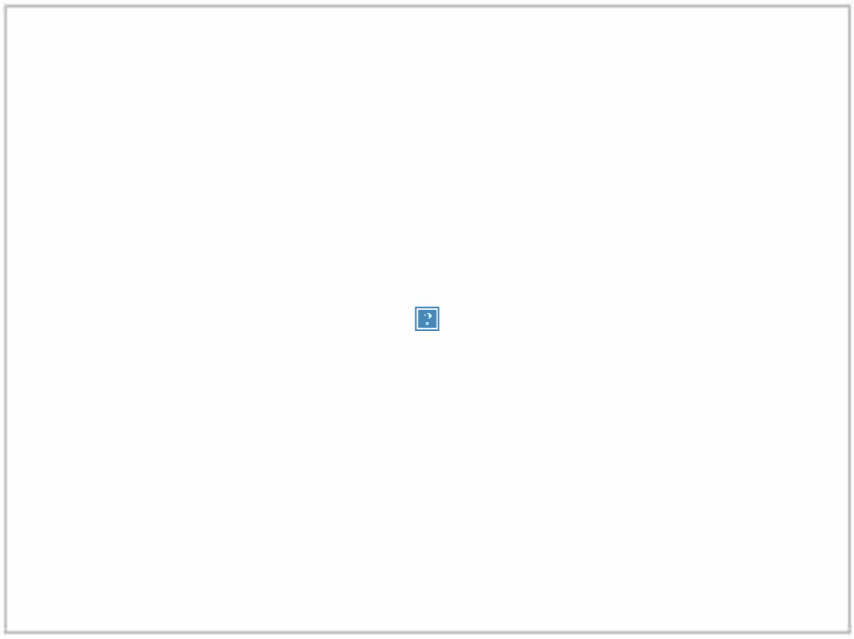
From: Erica Graham <erica.graham@flocksafety.com>
Sent: Wednesday, April 22, 2026 5:31 PM
To: Jessica Knutelsky <jessica.knutelsky@fsresidential.com>
Subject: Flock Safety II Following Up

Hello Jessica,

It was a pleasure connecting with you yesterday, thank you for your time! I wanted to follow up with some additional information that you can share with the rest of the board and other interested parties.

I believe you mentioned that there are 3 entrances to the community but I was only able to locate 2 (I may be misremembering). Could you provide a site map showing the locations the community is considering? That way I can provide you with a comprehensive site map and quote before your meeting tomorrow night.

Here's an example of an LPR & Video bundle: 2 devices attached to the same pole. The bundles are currently discounted to **$3,700** per year with a one time installation fee of **$650.**



Both the LPR and Video Cameras are part of a 2 year subscription service that includes everything: installation, permitting, connection to solar and cellular, maintenance and repairs, regular software upgrades, full remote access to the intelligent platform and the option to send hot alerts to your choice of law enforcement agencies.

I know you have a meeting at 6pm tomorrow evening so once you send over the locations I'll put together a map and a formal quote to bring to the meeting (along with a recorded demo).

Looking forward to assisting, let me know how I can help!

Best,

Erica

Who We Are

Flock is a public safety network that helps neighborhoods, cities, businesses, schools and law enforcement work together to stop crime, protect privacy and mitigate bias. More than five thousand communities like yours are utilizing our platform proactively and retroactively with the main goal of completely eliminating crime. Currently Flock is operating in 48 states, over 5,000 communities and assisting in solving **15%** of all reported crimes nationwide. Check out **this video** to get an idea of how

integrated, real-time tools empower law enforcement to act quickly, make informed decisions and resolve incidents.

Products

ALPR: Solar powered license plate reading camera that is placed at the entrance of a community and acts as a virtual gate. It captures still images of every license plate (including the make, model, color, down to identifying features like tool boxes and bumper stickers) and uploads it to our intelligent platform, which can be accessed remotely from your phone or computer. It also sends instant 'hot alerts' to local and county law enforcement agencies of your choice if a wanted vehicle enters the property.

Video Camera: We just released the solar-power fixed camera which captures live and recorded video (as opposed to still images). It is infrastructure free, operates off cellular data and can also be accessed remotely (great for capturing events like gate damage, people entering the community on foot, illegal dumping and vandalism in public areas).

Both the LPR and Video Cameras are part of a 2 year subscription service that includes installation, permitting, connection to cellular, maintenance, upgrades, full remote access to the intelligent platform and the option to send hot alerts to your choice of law enforcement agencies

Resources

Link to our Safer Together Flock Safety Video: https://www.flocksafety.com/resources/safer-together-video

Link to our Community Resources Page: https://www.flocksafety.com/community-resources

Link to our Flock Safety Newsroom: https://www.flocksafety.com/press
Link to our Trust Center: https://trust.flocksafety.com/

Flock in the News

- Yahoo Article: Solar Power Video Camera

- Mothers Against Drunk Driving Partnership

- ABC News - Kidnapping Attempt in Walmart Parking Lot

- Flock in Seminole County

- Flock Partnering with National Center for Missing Children

- Gulf Live - Revolutionizing Law Enforcement Across Florida

- Flock YouTube

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Erica Graham
Community Safety Account Executive I

1(904)590-2527 flocksafety.com

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photo

Erica Graham
Community Safety Territory Representative

1(904)590-2527 flocksafety.com

Return to Agenda

EXHIBIT 5

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

ACCOUNT CLASSIFICATION	FY 2025 ACTUALS	FY 2026 ADOPTED	FY 2026 YTD ACTUALS 10/1/25-3/31/26	FY 2027 PROPOSED	VARIANCE FY26 TO FY27	PERCENT VARIANCE
REVENUES						
SPECIAL ASSESSMENTS						
ON TAX ROLL	3,146,303	3,809,678	3,774,825	4,399,093	589,415	15.5%
OFF TAX ROLL	492,539	8,631	8,636	-	(8,631)	-100.0%
INTEREST EARNINGS	22,354	25,000	17,526	25,000	-	0.0%
HOA CAPITAL TRANSFER	86,800	110,000	97,300	-	(110,000)	-100.0%
ACTIVITY FEES	24,747	20,000	8,197	20,000	-	0.0%
CAFÉ REVENUE	31,189	35,000	11,303	37,000	2,000	5.7%
FACILITIES RENTALS	40,150	40,000	30,544	40,000	-	0.0%
HOA WATER UTLITY COST SHARE	107,121	45,000	-	45,000	-	0.0%
INSURANCE PROCEEDS	39,085	-	2,000	-	-	0.0%
MISCELLANEOUS REVENUE	4,667	-	51,612	-	-	0.0%
COMMUNITY GARDEN RENTALS (NEW)	-	-	-	800	800	100.0%
COMMERCIAL PARCEL CONTRIBUTION						
SPECIAL EVENTS - FOOD TRUCKS	33,768	40,000	4,095	25,000	(15,000)	-37.5%
TOTAL REVENUES	**4,028,723**	**4,133,309**	**4,006,038**	**4,591,893**	**458,584**	**11.1%**
EXPENDITURES						
ADMINISTRATIVE						
BOARD OF SUPERVISORS FEES	21,600	24,000	12,800	24,000	-	0.0%
ACCOUNTING SERVICES	22,262	22,362	13,318	24,000	1,638	7.3%
ADMINISTRATIVE SERVICES	5,512	5,512	4,297	12,000	6,488	117.7%
ARBITRAGE REBATE CALCULATION	900	1,800	-	1,800	-	0.0%
ASSESSMENT ROLL	5,966	5,966	6,823	-	(5,966)	-100.0%
AUDITING SERVICES	4,100	4,100	-	4,100	-	0.0%
DISCLOSURE REPORT	8,000	8,000	10,333	7,000	(1,000)	-12.5%
DISTRICT ENGINEER	37,278	40,000	23,652	40,000	-	0.0%
DISTRICT MANAGEMENT	22,122	22,122	18,218	60,000	37,878	171.2%
DUES, LICENSES & FEES	397	175	546	175	-	0.0%
FINANCIAL & REVENUE COLLECTIONS	5,682	5,682	2,368	12,000	6,318	111.2%
LEGAL ADVERTISING	4,755	3,500	479	3,500	-	0.0%
MISCELLANEOUS FEES	11,528	1,200	1,036	1,200	-	0.0%
TRUSTEE FEES	17,543	15,000	10,033	15,000	-	0.0%
WEBSITE HOSTING, MAINTENACE & BACKUP	3,700	3,700	2,175	7,500	3,800	102.7%
DISTRICT COUNSEL	113,811	150,000	87,577	168,000	18,000	12.0%
LITIGATION / MEDIATION	8,833	-	14,024	20,000	20,000	100.0%
TOTAL ADMINISTRATIVE	**293,989**	**313,119**	**207,678**	**400,275**	**87,156**	**27.8%**
INSURANCE					-	
PUBLIC OFFICIALS LIABILITY INSURANCE	3,338	3,600	2,503	4,000	400	11.1%
GENERAL LIABILITY & PROPERTY INSURANCE	98,537	112,928	53,359	120,000	7,072	6.3%
TOTAL INSURANCE	**101,875**	**116,528**	**55,862**	**124,000**	**7,472**	**6.4%**

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

ACCOUNT CLASSIFICATION	FY 2025 ACTUALS	FY 2026 ADOPTED	FY 2026 YTD ACTUALS 10/1/25-3/31/26	FY 2027 PROPOSED	VARIANCE FY26 TO FY27	PERCENT VARIANCE
UTILITIES						
GARBAGE - RECREATION FACILITY	12,197	15,000	7,113	14,000	(1,000)	-6.7%
UTILITY - ELECTRIC - RECREATION FACILITIES	58,287	56,000	30,747	64,000	8,000	14.3%
UTILITY - ELECTRIC - STREET LIGHTS	62,143	62,000	43,209	70,000	8,000	12.9%
UTILITY - ELECTRIC - SERVICES METERS	11,820	12,000	6,192	12,000	-	0.0%
UTILITY - GAS SERVICES	1,425	17,000	1,064	17,000	-	0.0%
WATER UTILITY - RECLAIMED	370,143	445,000	147,147	445,000	-	0.0%
WATER UTLIITY SERVICES - RECREATION FACILITIES	19,324	18,375	9,928	21,305	2,930	15.9%
TOTAL UTILITIES	**535,339**	**625,375**	**245,400**	**643,305**	**17,930**	**2.9%**
FIELD OPERATIONS						
STORMWATER CONTROL					-	
AQUATIC MAINTENANCE	48,194	55,000	25,459	60,000	5,000	9.1%
FOUNTAIN R&M (NEW)	-	-	-	3,500	3,500	100.0%
STORMWATER SYSTEM R&M	3,200	3,500	5,500	3,500	-	0.0%
PHYSICAL ENVIRONMENT						
BACKFLOW MAINTENANCE & REPAIRS (NEW)	-	-	-	5,000	5,000	100.0%
COMMON AREA PINESTRAW, MULCH	144,987	140,000	84,950	200,000	60,000	42.9%
COMMUNITY MAINTENANCE & REPAIR (NEW)	-	-	-	10,000	10,000	100.0%
DAMAGE & VANDALISM (NEW)	-	-	-	5,000	5,000	100.0%
ENTRYWAY AND MONUMENTS R&M	-	2,500	-	2,500	-	0.0%
HOLIDAY DECORATIONS	13,227	7,500	2,490	7,500	-	0.0%
IRRIGATION REPAIRS	76,638	35,000	18,789	50,000	15,000	42.9%
LANDSCAPE & IRRIGATION MAINTENANCE	928,104	1,070,000	510,597	1,120,000	50,000	4.7%
LANDSCAPE REPLACEMENT PLANTS, SHRUBS, TREES	152,829	70,000	37,762	70,000	-	0.0%
MISCELLANEOUS EXPENSE	37,972	20,000	36,184	-	(20,000)	-100.0%
TREE PRUNING AND REMOVAL (NEW)	-	-	-	15,000	15,000	100.0%
UTILITY VEHICLES MAINTENANCE & REPAIR (NEW)	-	-	-	3,000	3,000	100.0%
WILDLIFE MANAGEMENT SERVICES	1,326	1,500	620	1,500	-	0.0%
ROAD & STREET FACILITIES						
AMENITY LIGHTING REPAIRS (PARKING LOT & DECORATIVE)	2,849	5,000	-	5,000	-	0.0%
ROAD REPAIRS (NEW)	-	-	-	8,000	8,000	100.0%
SIDEWALK/CONCRETE REPAIRS (NEW)	-	-	-	5,000	5,000	100.0%
SIGNAGE REPAIRS (NEW)	-	-	-	5,500	5,500	100.0%
TOTAL FIELD OPERATIONS	**1,409,326**	**1,410,000**	**722,351**	**1,580,000**	**170,000**	**12.1%**
AMENITY OPERATIONS					-	
AMENITY JANITORIAL SERVICES CONTRACT & WINDOW CLEANING	24,651	25,000	9,300	5,000	(20,000)	-80.0%
AMENITY MAINTENANCE & REPAIR	101,088	75,000	81,787	55,000	(20,000)	-26.7%
AMENITY MANAGEMENT CONTRACT	22,148	23,244	11,622	28,000	4,756	20.5%
AMENITY STAFFING CONTRACT-EMPLOYEE	816,575	905,000	361,971	964,000	59,000	6.5%
CAFÉ MATERIALS	25,021	25,000	3,616	27,000	2,000	8.0%
CLUBHOUSE FACILITY JANITORIAL SUPPLIES	-	12,000	10,203	12,000	-	0.0%
COMMUNITY GARDENS MAINTENANCE & SUPPLIES	586	500	34	500	-	0.0%

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
GENERAL FUND, OPERATIONS & MAINTENANCE (O&M)

ACCOUNT CLASSIFICATION	FY 2025 ACTUALS	FY 2026 ADOPTED	FY 2026 YTD ACTUALS 10/1/25-3/31/26	FY 2027 PROPOSED	VARIANCE FY26 TO FY27	PERCENT VARIANCE
DOG WASTE STATION SUPPLIES	713	750	87	1,500	750	100.0%
FITNESS EQUPMENT LEASE	37,547	37,560	19,400	37,600	40	0.1%
FITNESS EQUPMENT MAINTENANCE / REPAIRS	1,355	4,000	2,719	4,000	-	0.0%
HVAC MAINTENANCE & REPAIR (NEW)	-	-	-	10,000	10,000	100.0%
LICENSES, FEES & PERMITS	18,138	16,000	9,196	19,000	3,000	18.8%
LIFEGURDS CONTRACT	188,723	185,733	2,560	207,643	21,910	11.8%
MISCELLANEOUS CONTINGENCY	50,702	50,000	49,089	50,000	-	0.0%
OFFICE SUPPLIES	-	10,800	1,648	10,000	(800)	-7.4%
OPERATING SUPPLIES	45,632	7,200	9,555	14,400	7,200	100.0%
PEST CONTROL & TERMITE BOND	3,710	3,000	1,136	7,600	4,600	153.3%
POOL CHEMICALS & PERMITS	57,705	59,000	58,682	61,000	2,000	3.4%
POOL MAINTENANCE CONTRACT	48,035	35,000	20,188	37,620	2,620	7.5%
POOL EQUIPMENT MAINTENANCE & REPAIRS (NEW)	-	-	-	8,000	8,000	100.0%
PRINTER LEASE & SUPPLIES (NEW)	-	-	-	14,000	14,000	100.0%
SHUTTLE SERVICES	22,200	15,100	7,900	16,000	900	6.0%
SPECIAL EVENTS	108,874	75,000	52,957	88,250	13,250	17.7%
TELEPHONE INTERNET CABLE	19,084	15,000	4,644	20,000	5,000	33.3%
TENNIS COURT MAINTENANCE & SUPPLIES	-	5,000	2,729	5,000	-	0.0%
TRAINING & EDUCATION	6,743	5,400	1,891	7,000	1,600	29.6%
UNIFORMS	5,150	2,000	525	5,000	3,000	150.0%
TOTAL AMENITY OPERATIONS	**1,604,380**	**1,592,287**	**723,439**	**1,715,113**	**122,826**	**7.7%**
SECURITY OPERATIONS						
ACCESS CONTROL MAINTENANCE & REPAIR	24,443	10,000	3,460	15,000	5,000	50.0%
FIRE ALARM, INSPECTIONS, MAINTENACE & REPAIR	-	-	-	1,000	1,000	100.0%
OFF-DUTY DEPUTY / SECURITY	68,461	62,000	25,356	106,000	44,000	71.0%
SECURITY SYSTEM MONITORING & MAINTENANCE	5,164	4,000	7,302	7,200	3,200	80.0%
TOTAL SECURITY OPERATIONS	**98,068**	**76,000**	**36,118**	**129,200**	**53,200**	**70.0%**
TOTAL EXPENDITURES	**4,042,977**	**4,133,309**	**1,990,849**	**4,591,893**	**458,584**	**11.1%**
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	**(14,254)**	**-**	**2,015,189**	**-**	**-**	**0.0%**
FUND BALANCE, BEGINNING	221,039	221,039	206,785	206,785	(14,254)	-6.4%
Transfers In	-	-	947,293	-	-	0.0%
FUND BALANCE, ENDING	**206,785**	**221,039**	**3,169,267**	**206,785**	**(14,254)**	**-6.4%**

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
BUDGET NARRATIVE

EXPENDITURES	
ADMINISTRATIVE	
LEGISLATIVE	
BOARD OF SUPERVISORS FEES	Florida Statute, Chapter 190.006(8), each member of the board shall be entitled to receive for his or her services an amount not to exceed $200 per meeting, not to exceed $4,800 per year per member. The District anticipates 12 meetings and 11 workshops and 1 budget workshop.
FINANCIAL & ADMINISTRATIVE	
ACCOUNTING SERVICES	The District has contracted with Vesta District Services through 09/30/2028 who provides: accounts payable, accounts receivable, accounting and financial management services for the District.
ADMINISTRATIVE SERVICES	The District has contracted with Vesta District Services through 09/30/2028 who provides: adminstrative services for the District. Services on behalf of or for the District include but are not limited to: public records retention, response to public records requests, administrative filings, communications coordination, agenda preparation, providing support to the District Manager. Need contract terms, expiration, costs
ARBITRAGE REBATE CALCULATION	Community Development Districts (CDDs) in Florida, established under Chapter 190, Florida Statutes, who issue tax-exempt municipal bonds to finance infrastructure, are subject to federal arbitrage rules under Internal Revenue Code (IRC) Section 148 and related Treasury Regulations (Treas. Reg.t§ 1.148). The arbitrage rebate requirement prevents issuers from profiting excessively from investing bond proceeds at yields higher than the bond's yield, preserving the bonds' tax-exempt status. The District has contracted with "_____" to perform the periodic Arbitrage Rebate Calculation.
AUDITING SERVICES	Under Florida Statutes § 190.007(1) (part of Chapter 190, the Uniform Community Development District Act of 1980), every Community Development District (CDD) is required to conduct an annual independent audit of its financial records. The audited financial statements must be submitted to the Auditor General of the State of Florida within 9 months after the end of the fiscal year, in aaccodance with Chapter 218. Copies of the audit must be filed with the Florida Department of Economic Opportutnity. The District has engaged "_____" as independent Auditing firm. Need contract terms, expiration, costs
DISCLOSURE REPORT	Under SEC Rule 15c2-12 (the continuing disclosure rule), The Dissemination Agent is the entity contractually appointed (usually in the Continuing Disclosure Agreement or Dissemination Agent Agreement) to handle the filing and dissemination of required information. File the CDD's Annual and/or Quarterly Financial Information and Audited Financial Statements with EMMA (MSRB's system). The District has contracted with Vesta Property Services through 09/30/2028.
DISTRICT ENGINEER	The District has contracted with Mike Yuro and Associates for District Engineering Services. The District is required to have a District Engineer according to Fl. Statute.
DISTRICT MANAGEMENT	The District has contracted with FCS Management Group through 09/30/2028. District is required to have a District Manager according to Fl. Statute.
DUES, LICENSES & FEES	The Annual Special District State Fee (also referred to as the accountability fee or filing fee) is a mandatory annual payment required under Florida Statutes § 189.018 for all independent special districts, including Community Development Districts (CDDs) established under Chapter 190. This fee funds the administration of the Special District Accountability Program within the Florida Department of Commerce (formerly the Department of Economic Opportunity). The program maintains the official statewide list of special districts, the Special District Database, and supports oversight, reporting, and public access to district information.
FINANCIAL & REVENUE COLLECTIONS	The District has contracted with Vesta District Services for assessment billing and collection, assessment roll certification, direct billing, true-up analysis, property owner inquiries related to assessments and financial matters, estoppels, bond related matters

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
BUDGET NARRATIVE

LEGAL ADVERTISING	Local IQ: The costs associated with noticing meetings in accordance with Fl. Statute, to meet public notice requirements.
MISCELLANEOUS FEES	
PUBLIC OFFICIALS LIABILITY INSURANCE	Public Officials E&O Insurance-FIA/Egis
TRUSTEE FEES	"_____"is the Trustee-Ongoing fees for routine services required in the Bond Indenture, including: monitoring compliance, receiving/distributing assessments, paying bondholders, preparing reports, and managing investments, bond redemptions and prepayments.
WEBSITE HOSTING, MAINTENACE & BACKUP	The District has contracted with Vglobal Tech for ongoing website ADA requirements, maintenance, hosting. Video recording and live streaming services provided by Lutt Media=$350 per meeting. Vglobal - 175/mo+ Lutts Media - 500/mo streamingt+ 400 other Maintenance
LEGAL COUNSEL	
DISTRICT COUNSEL	The District has contracted with Kilinski Van Wyk, PLLC as District Counsel for the District. The District is required to have a District Counsel according to Fl. Statute.
LITIGATIONt/ MEDIATION	Costs associated with pending or ongoing legal disputes and litigation
FIELD OPERATIONS	
LAW ENFORCEMENT	
OFF-DUTY DEPUTYt/ SECURITY	Costs associated with after hours security patrol or off duty officers. Tri-County $33 for the first 40 hrs a week, $29.75 any hours after
ELECTRIC UTILITY SERVICES	
UTILITY - RECREATION FACILITIES	FP&L
UTILITY - STREET LIGHTS	FP&L
UTILITY - SERVICES METERS	FP&L
GAS UTILITY SERVICES	
UTILITY SERVICES	Progas
GARBAGE / SOLID WASTE CONTROL SERVICES	
GARBAGE - RECREATION FACILITY	The District has a refuse/waste removal contract with FCC: 1 x per week - $369 x 2 + $320 environmental fee + $61 local franchise & admin x 12 months plus inflation
WATERt- SEWER COMBINATION SERVICES	
WATER UTILITY - RECLAIMED	St. Johns County Utilities
WATER UTLIITY SERVICES - RECREATION FACILITIES	St. Johns County Utilities
STORMWATER CONTROL	
AQUATIC MAINTENANCE	The District has contracted with Tigris (previously Charles Aquatics) to provide 2x monthly maintenance services for its stormwater ponds: (47ponds) - $4,100/mo; Wall Cleaning ($400/mo); annual carp program
STORMWATER SYSTEM R&M	Costs associated with Repairs to the stormwater ponds
FOUNTAIN R&M (NEW)	Costs associated with fountain repairs and replacement
OTHER PHYSICAL ENVIRONMENT	
BACKFLOW MAINTENANCE & REPAIRS (NEW)	Costs associated with the annual inspection, repairs of the Districts backflow preventers
COMMON AREA PINESTRAW MULCH	Costs associated with (1) application of pine bark mulch annually at entrances, beds, amenity center and other areas in the community.
COMMUNITY MAINTENANCE & REPAIR (NEW)	Costs associated with repairs and replacement of District property throughout the community, other than at the amenity center.
DAMAGE & VANDALISM (NEW)	Costs associated with repairs and replacement related to Damage and Vandalism
ENTRYWAY AND MONUMENTS R&M	Costs associated with repairs and maintenance to entryway monuments and walls
GENERAL LIABILITY & PROPERTY INSURANCE	General Liability and Property Coverage Insurance-FIA/Egis

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
BUDGET NARRATIVE

HOLIDAY DECORATIONS	Costs associated with annual holiday decorations-annual allowance
IRRIGATION REPAIRS	Costs associated with irrigation repairs and replacement-annual allowance
LANDSCAPE & IRRIGATION MAINTENANCE	The District contracts with Prestige-Phase 1-$24,818.70/mo and Phase 3-$23,244.23/mo; Rupert Landscape for monthly lawn care, landscape maintenance, chemical/fertilization program and lawn pest control services: Need contract terms, expiration, costs
LANDSCAPE REPLACEMENT PLANTS, SHRUBS, TREES	Costs associated with replacing plant material, trees, shrubs
TREE PRUNING AND REMOVAL (NEW)	Costs associated with annual tree pruning
MISCELLANEOUS EXPENSE	Miscellaneous repairs related to Other Physical Environment, that is not otherwise budgeted in individual expenses
ROAD & STREET FACILITIES	
AMENITY LIGHTING REPAIRS (PARKING LOT & DECORATIVE)	Costs associated with annual repairs and replacement of Amenity/Decorative lighting-annual allowance
ROAD REPAIRS (NEW)	Costs associated with road repairs, cold patch-annual allowance
SIDEWALK/CONCRETE REPAIRS (NEW)	Costs associated with sidewalk and concrete repairs and replacement-annual allowance
SIGNAGE REPAIRS (NEW)	Costs associated with repairs and replacement of amenity and community signs-annual allowance
PARKS & RECREATION	
ACCESS CONTROL MAINTENANCE & REPAIR	The District has an annual contract with "_____" to provide services for access control. There is additonal funds in this expense line, for repairs and replacement costs.
AMENITY JANITORIAL SERVICES CONTRACT & WINDOW CLEANING	The District has an annual contract with "_____" to provide janitorial/cleaning/window cleaning services: Need contract terms, expiration, costs
AMENITY MAINTENANCE & REPAIR	Costs associated with repairs and maintenance of the amenity center, buildings, parks and facilities
AMENITY MANAGEMENT CONTRACT	The District has an annual contract with First Service Residential to provide Amenity and Field Staffing Services. This is the Annual Management Contract. $1910/mo + 200 for phones = $2,110/mo + avg 200/mo Gas Mileage. GM to confirm 2027 pricing. Review contract terms
CAFÉ MATERIALS	
CLUBHOUSE FACILITY JANITORIAL SUPPLIES	Costs associated with janitorial and cleaning supplies, restroom supplies
COMMUNITY GARDENS MAINTENANCE & SUPPLIES	Need information for this including rates and specific details
DOG WASTE STATION SUPPLIES	Costs associated with the ongoing upkeep and maintenance of numerous dog waste stations throughout District owned common areas, parks, dog parks
FIRE ALARM, INSPECTIONS, MAINTENACE & REPAIR	The District has a contract with Wayne Automatic & Atlantic Sec - $1,000/yr., additional budget allowance for repairs and replacement costs
EMPLOYEE - AMENITY STAFFING CONTRACT	The District has an annual contract with First Service Residential to provide Amenity and Field Staffing, including, General Manager, Assistant General Manager, Resident Relations, Lifestyle Services, Field Maintenance Services
FITNESS EQUPMENT LEASE	Need contract terms, expiration, costs: Leaset~~t~~ $3,128.97/mo
FITNESS EQUPMENT MAINTENANCE / REPAIRS	The District has a monthly preventative maintenance contract with "_____" ($249/mo) + any additional repairs. Additional costs associated with the ongoing upkeep and maintenance of the District's fitness center/gym equipment, repairs and replacement.
HVAC MAINTENANCE & REPAIR (NEW)	The District has an annual maintenance program with "_____": Need contract terms, expiration, costs
LICENSES, FEES & PERMITS	This is the cost for the annual Florida Department of Health Pool Permits, music licenses and other subscriptions: ASCAP - $866yr, Music SESAC- $405/yr, Wellbeats - $3,600/yr,Square debit Fees avg 400/mo, other misc 5,000(adobe, constant contaact, sonos, microsoft, etc)
LIFEGURDS CONTRACT	The District has contracted with Vesta Property Services to provide seasonal lifeguards. This is an annual contract, with updated pricing provided annually, and mutually agreed upon by amendments.
OFFICE SUPPLIES	Costs associated with Amenity office supplies
OPERATING SUPPLIES	Costs associated with Field Maintenance supplies

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
BUDGET NARRATIVE

PEST CONTROL & TERMITE BOND	Contracted Pest Control Services. The District has contracted with "tt_____" Pest Control to perform (is this annual, quarterly, monthly services?) pest control services at the Amenity Center. Contract expires "_____" Need contract terms, expiration and costs.
POOL CHEMICALS	The District has an annual contract for pool chemical delivery services with "_____": Need contract terms, expiration, costs
POOL MAINTENANCE CONTRACT	The District has an weekly/annual pool maintenance contract with C BUSS Enterprises: $2,885/mo (2 days/wk) + additional cleanup ($500 every other month)
POOL EQUIPMENT MAINTENANCE & REPAIRS (NEW)	Costs associated with repairs and replacement of amenity pool equipment, pumps, motors, electronics, supplies
PRINTER LEASE & SUPPLIES (NEW)	Konica/Minolta-$2,600/yr + plus ink and repairs
SECURITY SYSTEM MONITORING & MAINTENANCE	The District has contracted with "_____" who provides amenity security monitoring and video surveillance. Need contract terms, expiration and costs: $598.99/mo maint
TELEVISION, PHONE INTERNET & TECH SUPPORT	Colden Co - $939/qtr, Att- $402/mo, + estimated service calls
TENNIS COURT MAINTENANCE & SUPPLIES	Need definition for this item
TRAINING & EDUCATION	Costs associated with the annual training and development of Amenity and Field staff
UNIFORMS	Costs associated with providing uniforms for Amenity and Field Staff with Shearwater Logo
UTILITY VEHICLES MAINTENANCE & REPAIR (NEW)	Costs associated with the repairs and maintenance of the District owned utility vehicle, gator, golf cart.
WILDLIFE MANAGEMENT SERVICES	Costs associated with mitigation of nuissance wildlife
SPECIAL EVENTS	
SHUTTLE SERVICES	Costs associated with providing shuttle services for residents when parking is limited: Shuttle for 7 major seasonal events x $2,750 + inflation
SPECIAL EVENTS	Costs associated with providing the District with Special Events throughout the year
CONTINGENCY	
MISCELLANEOUS CONTINGENCY	Miscellaneous contingency for any costs not individually budgeted

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
CAPITAL RESERVE FUND (CRF)

ACCOUNT CLASSIFICATION	FY 2025 ACTUALS	FY 2026 ADOPTED	FY 2026 YTD ACTUALS 10/1/25-3/31/26	FY 2027 PROPOSED	VARIANCE FY26tTOtFY27	PERCENT VARIANCE
REVENUES						
SPECIAL ASSESSMENTS						
ONtTAXtROLL	252,627	425,000	425,000	530,000	105,000	24.7%
OFF TAX ROLL	40,699	-	-	-	-	0.0%
INTEREST EARNINGS	22,076	40,000	8,324	22,000	(18,000)	-45.0%
TOTAL REVENUES	**315,402**	**465,000**	**433,324**	**552,000**	**87,000**	**18.7%**
EXPENDITURES						
CAPITAL OUTLAY	306,866	465,000	260,824	437,623	(27,377)	-5.9%
FUND BALANCE CONTRIBUTION	-	-	-	114,377	114,377	100.0%
TOTAL EXPENDITURES	**306,866**	**465,000**	**260,824**	**552,000**	**87,000**	**18.7%**
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	**8,536**	**-**	**172,500**	**-**	**-**	**0.0%**
FUND BALANCE, BEGINNING	682,873	682,873	691,409	691,409	8,536	1.3%
TRANSFERS OUT	-	-	(427,022)	-	-	0.0%
FUND BALANCE, ENDING	**691,409**	**682,873**	**436,887**	**691,409**	**8,536**	**1.3%**

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
CAPITAL RESERVE FUND (CRF)

	Five Yr Forecast				
Reserve Component Inventory-Updated 03-25-2026 (RM)	**FY 2027 PROPOSED**	**FY 2028**	**FY 2029**	**FY 2030**	**FY 2031**
Ponds, Outfalls, Inspections and Capital Repairs	10,671				
Security System, Access System, Amenity Area	25,000				
Lights, Holiday Lights and Trees (Permanant Lights)	26,677				
Amenity Upgrades Project (Construct Mgr, Architect, Engineer)	100,000				
Pool Finish, Pebble, Lazy River	275,275				
Golf Carts, Phased		13,531			
Ponds, Erosion Control, Partial		13,889			15,310
Walls, Siding, Fiber Cement, Paint Finishes, Kayak Club (Incl. Party Pavillion)		31,327			
Pool Finish, Pebble, Lap Pool		250,965			
Furnishings, The Outpost, Phased			9,109		
Walls, Masonry, Stone, Inspections and Partial Repairs, Fitness Center			9,109		
Walls, Masonry, Stone, Inspections and Partial Repairs, Kayak Club (Incl. Party Pavillion and Pool Perimeter Wall)			14,234		
Walls, Masonry, Stone, Inspections and Partial Repairs, Entry Pavillion			14,347		
Paint Finishes, Interior, Fitness Center			14,917		
Sport Courts, Clay, Scarify, Replenish and Laser Grade			35,071		
Site Furniture, Bronze Monuments, Maintenance				11,763	
Asphalt Pavement, Patch Repairs, Shearwater Parkway, Phase 1 (Incl. Kayak Club Parking Area) (2024 is Planned)				16,762	
Furniture, Cushions				23,525	
Phone and Data Systems, Amenity Area				47,050	
Concrete Sidewalks, Non-Residential, Partial				64,929	
Signage, Renovation, Neighborhood Entrances, (Incl. Bridge, Dog Park and Pergola Post Monuments)					21,871
Exercise Equipment, Strength, Phased					29,769
Mechanical Equipment, Phased (lazy river pump 2025)					46,173
Floor Coverings, Luxury Vinyl Plank, Kayak Club					47,509
Anticipated Expenditures, By Year	**437,623**	**309,713**	**96,787**	**164,029**	**160,633**
Approved Capital Reserve Study	**580,518**	**85,186**	**59,781**	**202,915**	**82,868**
More (Less) than Reserve Study	**(142,895)**	**224,527**	**37,006**	**(38,886)**	**77,765**

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026-2027 PROPOSED BUDGET
ASSESSMENT ALLOCATION

TOTAL EQUALIZED O&M BUDGET	$4,027,593
COUNT COLLECTION COSTS (2%)	$85,693
EARLY PAYMENT DISCOUNT (6%)	$171,387
TOTAL EQUALIZED ASSESSMENT	**$4,284,673**

TOTAL STRATIFIED O&M BUDGET	$371,500
COUNT COLLECTION COSTS (2%)	$7,904
EARLY PAYMENT DISCOUNT (6%)	$15,809
TOTAL STRATIFIED ASSESSMENT	**$395,213**

TOTAL CAPITAL RESERVE FUND BUDGET	$530,000.00
COUNT COLLECTION COSTS (2%)	$11,276.60
EARLY PAYMENT DISCOUNT (6%)	$22,553.39
TOTAL CAPITAL RESERVE FUND ASSESSMENT	**$563,829.99**

	UNITS ASSESSED					ALLOCATION OF O&M EQUALIZED COSTS					ALLOCATION OF O&M STRATIFIED COSTS					ALLOCATION OF CAPITAL RESERVE FUND (CRF)				
ASSESSMENT AREA & LOT SIZE	O&M	SERIES 2025 DEBT SERVICE	SERIES 2018 DEBT SERVICE	SERIES 2020 DEBT SERVICE	SERIES 2022 DEBT SERVICE	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL EQUALIZED BUDGETED	EQUALIZED PER LOT	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL STRATIFIED BUDGETED	STRATIFIED PER LOT	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL CRF BUDGETED	CRF PER LOT
SERIES 2025 ASSMT AREA																				
TOWNHOMES	243	241				1.00	243.00	8.51%	$364,684.96	$1,500.76	0.50	121.50	4.75%	$18,778.44	$77.28	1.00	243.00	8.51%	$47,989.72	$197.49
SINGLE FAMILY 40'	288	281				1.00	288.00	10.09%	$432,219.21	$1,500.76	0.80	230.40	9.01%	$35,609.49	$123.64	1.00	288.00	10.09%	$56,876.70	$197.49
SINGLE FAMILY 50'	410	394				1.00	410.00	14.36%	$615,312.07	$1,500.76	1.00	410.00	16.03%	$63,367.58	$154.56	1.00	410.00	14.36%	$80,970.30	$197.49
SINGLE FAMILY 60'	231	226				1.00	231.00	8.09%	$346,675.83	$1,500.76	1.20	277.20	10.84%	$42,842.67	$185.47	1.00	231.00	8.09%	$45,619.85	$197.49
SINGLE FAMILY 70'	185	163				1.00	185.00	6.48%	$277,640.81	$1,500.76	1.40	259.00	10.13%	$40,029.76	$216.88	1.00	185.00	6.48%	$36,535.38	$197.49
SINGLE FAMILY 80'	69	65				1.00	69.00	2.42%	$103,552.52	$1,500.76	1.60	110.40	4.32%	$17,062.88	$247.29	1.00	69.00	2.42%	$13,626.71	$197.49
SERIES 2018 ASSMT AREA																				
TOWNHOMES	243		243			1.00	243.00	8.51%	$364,684.96	$1,500.76	0.50	121.50	4.75%	$18,778.44	$77.28	1.00	243.00	8.51%	$47,989.72	$197.49
SINGLE FAMILY 40'	222		221			1.00	222.00	7.78%	$333,168.98	$1,500.76	0.80	177.60	6.95%	$27,448.98	$123.64	1.00	222.00	7.78%	$43,842.46	$197.49
SINGLE FAMILY 40' - Phase 3J	73		73			1.00	73.00	2.56%	$109,555.56	$1,500.76	0.80	58.40	2.28%	$9,026.02	$123.64	1.00	73.00	2.56%	$14,416.66	$197.49
SINGLE FAMILY 50'	153		152			1.00	153.00	5.36%	$229,616.46	$1,500.76	1.00	153.00	5.98%	$23,646.93	$154.56	1.00	153.00	5.36%	$30,215.75	$197.49
SINGLE FAMILY 60'	170		170			1.00	170.00	5.95%	$255,129.40	$1,500.76	1.20	204.00	7.98%	$31,529.23	$185.47	1.00	170.00	5.95%	$33,573.05	$197.49
SINGLE FAMILY 70'	57		56			1.00	57.00	2.00%	$85,543.39	$1,500.76	1.40	79.80	3.12%	$12,333.49	$216.38	1.00	57.00	2.00%	$11,256.85	$197.49
SERIES 2020 ASSMT AREA																				
TOWNHOMES	235			235		1.00	235.00	8.23%	$352,678.87	$1,500.76	0.50	117.50	4.60%	$18,160.22	$77.28	1.00	235.00	8.23%	$46,409.81	$197.49
SINGLE FAMILY 40'	51			51		1.00	51.00	1.79%	$76,538.82	$1,500.76	0.80	40.80	1.60%	$6,305.85	$123.64	1.00	51.00	1.79%	$10,071.92	$197.49
SERIES 2022 ASSMT AREA																				
TOWNHOMES	58				58	1.00	58.00	2.03%	$87,044.15	$1,500.76	0.50	29.00	1.13%	$4,482.10	$77.28	1.00	58.00	2.03%	$11,454.34	$197.49
SINGLE FAMILY 50'	167				167	1.00	167.00	5.85%	$250,627.11	$1,500.76	1.00	167.00	6.53%	$25,810.70	$154.56	1.00	167.00	5.85%	$32,980.59	$197.49
CDD TOTAL	2,855	1370	915	286	225		2,855.00	100%	$4,284,673.10			2,557.10	100%	$395,212.77			2,855.00	100%	$563,829.79	

ASSESSMENT AREA & LOT SIZE	TOTAL O&M PER LOT	SERIES 2025 DEBT SERVICE	SERIES 2018 DEBT SERVICE	SERIES 2020 DEBT SERVICE	SERIES 2022 DEBT SERVICE	**FY 2027 TOTAL ASSESSMENT PER UNIT**	FY 20260 ASSESSMENT PER UNIT	$ VARIANCE	% VARIANCE
SERIES 2025 ASSMT AREA									
TOWNHOMES	$1,775.53	$754.48				**$2,530.01**	$2,321.70	$208.30	9.0%
SINGLE FAMILY 40'	$1,821.89	$840.26				**$2,662.15**	$2,446.75	$215.40	8.8%
SINGLE FAMILY 50'	$1,852.80	$926.05				**$2,778.85**	$2,558.72	$220.14	8.6%
SINGLE FAMILY 60'	$1,883.72	$1,011.83				**$2,895.55**	$2,670.67	$224.87	8.4%
SINGLE FAMILY 70'	$1,914.63	$1,097.62				**$3,012.25**	$2,782.64	$229.60	8.3%
SINGLE FAMILY 80'	$1,945.54	$1,183.40				**$3,128.94**	$2,894.60	$234.34	8.1%
SERIES 2018 ASSMT AREA									
TOWNHOMES	$1,775.53		$879.50			**$2,655.03**	$2,446.72	$208.30	8.5%
SINGLE FAMILY 40'	$1,821.89		$979.50			**$2,801.39**	$2,585.99	$215.40	8.3%
SINGLE FAMILY 40' - Phase 3J	$1,821.89					**$1,821.89**	$120.53	$1,701.36	1411.5%
SINGLE FAMILY 50'	$1,852.80		$1,079.50			**$2,932.30**	$2,712.17	$220.14	8.1%
SINGLE FAMILY 60'	$1,883.72		$1,179.50			**$3,063.22**	$2,838.34	$224.87	7.9%
SINGLE FAMILY 70'	$1,914.63		$1,279.50			**$3,194.13**	$2,964.52	$229.60	7.7%
SERIES 2020 ASSMT AREA									
TOWNHOMES	$1,775.53			$879.50		**$2,655.03**	$2,446.72	$208.30	8.5%
SINGLE FAMILY 40'	$1,821.89			$979.50		**$2,801.39**	$2,585.99	$215.40	8.3%
SERIES 2022 ASSMT AREA									
TOWNHOMES	$1,775.53				$879.50	**$2,655.03**	$2,446.72	$208.30	8.5%
SINGLE FAMILY 50'	$1,852.80				$1,079.50	**$2,932.30**	$2,712.17	$220.14	8.1%

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EXHIBIT 6

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.* A designated area on 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. An area constitutes a Tow-Away Zone only after the District has (i) caused signage to be posted in accordance with section 715.07, Florida Statutes, and Section 5.A of this Policy, and (ii) identified the area as an active Tow-Away Zone on the list maintained on the District's website at https://troutcreekcdd.com/. **Exhibit A** identifies those areas of District property eligible to be designated as Tow-Away Zones.

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.* All District-owned or District-controlled roadways within the District, together with the additional areas of District property indicated on the map attached hereto as **Exhibit A**, are eligible for designation as Tow-Away Zones. Any such eligible area may become an active Tow-Away Zone subject to towing enforcement under this

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Policy only upon (i) installation of signage complying with section 715.07, *Florida Statutes*, and Section 5.A, and (ii) posting of the area as an active Tow-Away Zone on the list maintained on the District's website. 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 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 towing in accordance with this Policy and applicable law. **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.

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.* No Vehicle or Vessel shall be towed pursuant to this Policy from any area that has not been properly posted with signage satisfying the requirements of section 715.07, *Florida Statutes*. The current list of active Tow-Away Zones shall be posted on the District's website and updated as reasonably necessary to reflect changes in signage and designation.

B. *Towing/Removal Authority.* To effect towing/removal of a Vehicle or Vessel, the District Manager, General Manager, Assistant General Manager or such manager's designee 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., 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 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. At the direction of the Board of Supervisors, the District Manager, General Manager, or Assistant General Manager (or such manager's designee) is authorized to activate or deactivate specific Tow-Away Zones within the eligible areas identified in Section 3.A and Exhibit A by causing (i) installation or removal of signage in accordance with Section 5.A, and (ii) corresponding updates to the active Tow-Away Zone list maintained on the District's website. No further Board action shall be required to implement Board-directed activation or deactivation of specific zones.

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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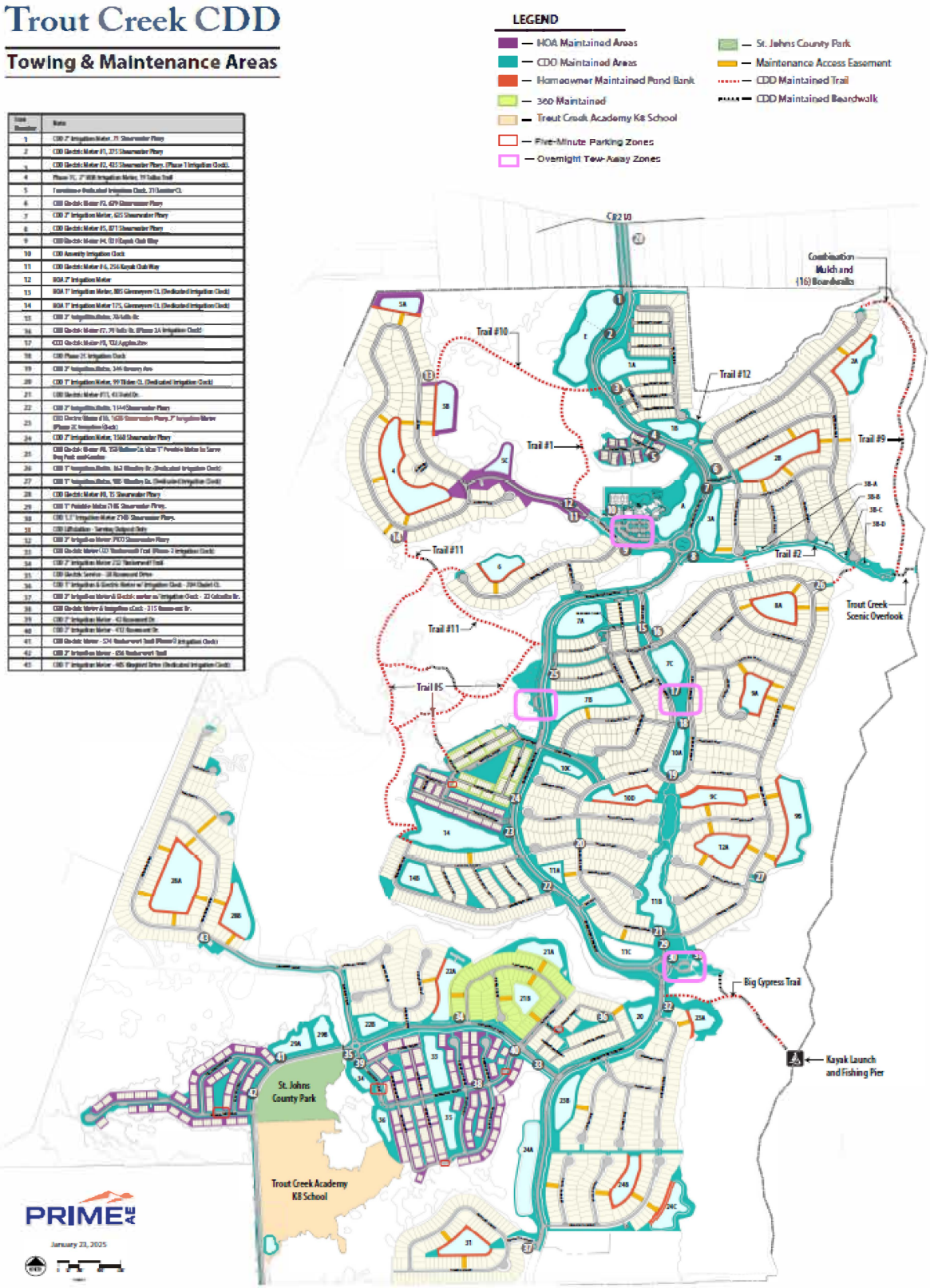
EXHIBIT A
AREAS ELIGIBLE FOR DESIGNATION AS TOW-AWAY ZONES



Return to Agenda

EXHIBIT 7

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~~April 23, 2026/May 28, 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~~.~~, and the policies contained herein. 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**tplay 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. **Guest Limit:** Notwithstanding the general Guest Privileges set forth in these Policies, each Patron may bring no more than two (2) Guests into the Fitness Lodge at any one time.
8.9. Patrons and Guests must provide proof of age if requested by Amenity Management to use the Fitness Lodge.
9.10. **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.
10.11. **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).
11.12. **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 or amenities 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. E-bikes may not be operated in excess of 15 miles per hour on District multi-use paths, trails, sidewalks, and cart paths, and must slow to 10 miles per hour or less when passing or when any pedestrian is within 50 feet.
6. E-bikes may not be operated on District property by any person who cannot safely control ~~the vehicle~~such e-bike. 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. All persons entering the Dog Park must be capable of serving as their dog's handler. Guardians and parents should evaluate the ability and safety of those in their care to determine whether such person should enter the Dog Park, with or without a dog, and the ability to handle such interactions and animals safely and securely. Regardless, due to risks inherent with animals, persons age ten (10) and below present in the Dog Park must be accompanied by a parent or legal guardian who is at least eighteen (18) years old and who remains responsible for supervising both the child and the dog at all times.
~~9.~~10. Dogs exhibiting aggressive behavior are prohibited.
~~10.~~11. All spiked collars are prohibited in the Dog Park.
~~11.~~12. Owners shall supervise the dogs to ensure dogs do not dig or damage any portion of the Dog Park.
~~12.~~13. 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.~~14. 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. All golf carts operated within Shearwater must be registered with the District in accordance with the requirements set forth in Addendum E (Golf Cart Registration).

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 A1tt

(Adopted at the May 28, 2026 Public Hearing)

Non-Resident Annual User Fee	$3005 - $5,000 Per ~~Person~~Household
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;

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Rental Fees - Addendum B

(Adopted at the May 28, 2026 Public Hearing)

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

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Shearwater Pavilion	$205	~~$55 per hourMin. 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 hourMin. 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.t2 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.	

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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. LabortDay
      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. ~~a.~~ Submits false information on the application for a Resident Identification or Guest registration form;
b. ~~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. ~~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. ~~d.~~ Fails to abide by the Rules and Policies established for the use of District Facilities;
e. ~~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. ~~f.~~ Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the District and/or Amenity Management.

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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. ~~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. ~~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. ~~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.

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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. ~~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. ~~b.~~ Use of profanity, slurs, or harassing language directed at District Staff, another Patron, or any Guest in an aggressive or threatening manner;
c. ~~c.~~ Harm or threat of harm to District Facilities, equipment, or property, including but not limited to destruction or vandalism;

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d. ~~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. ~~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. ~~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. ~~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.

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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 Communityt 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).~~

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_____ _____ _____

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?

□eYESt□ 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.

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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
~~[illegible],~~**April 23, 2026/May 28, 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 Communityt 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 Amenityt 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~~.~~, and the policies contained herein. 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.

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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.

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. **Guest Limit:** Notwithstanding the general Guest Privileges set forth in these Policies, each Patron may bring no more than two (2) Guests into the Fitness Lodge at any one time.
~~8.~~9. Patrons and Guests must provide proof of age if requested by Amenity Management to use the Fitness Lodge.
~~9.~~10. **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.~~11. **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.~~12. **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

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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 or amenities 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. E-bikes may not be operated in excess of 15 miles per hour on District multi-use paths, trails, sidewalks, and cart paths, and must slow to 10 miles per hour or less when passing or when any pedestrian is within 50 feet.
6. E-bikes may not be operated on District property by any person who cannot safely control such e-bike. 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.

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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. All persons entering the Dog Park must be capable of serving as their dog's handler. Guardians and parents should evaluate the ability and safety of those in their care to determine whether such person should enter the Dog Park, with or without a dog, and the ability to handle such interactions and animals safely and securely. Regardless, due to risks inherent with animals, persons age ten (10) and below present in the Dog Park must be accompanied by a parent or legal guardian who is at least eighteen (18) years old and who remains responsible for supervising both the child and the dog at all times.
~~9.~~10. Dogs exhibiting aggressive behavior are prohibited.
~~10.~~11. All spiked collars are prohibited in the Dog Park.
~~11.~~12. Owners shall supervise the dogs to ensure dogs do not dig or damage any portion of the Dog Park.
~~12.~~13. 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.~~14. 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

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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. All golf carts operated within Shearwater must be registered with the District in accordance with the requirements set forth in Addendum E (Golf Cart Registration).

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

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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

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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: _____

_____

Amenity and Guest Fees - Addendum A

(Adopted at the May 28, 2026 Public Hearing)

Non-Resident Annual User Fee	~~$3,005~~$3005 - $5,000 Per Household
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;

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Rental Fees - Addendum B

(Adopted at the May 28, 2026 Public Hearing)

Facility	Deposit	Patron Rate	Other
Kayak Club Room Monday - Thursday	$205 $505 if alcohol is served– Additional proof of insurance required	$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.	$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	$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

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Kayak Outpost	$205	$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	$50 per hour Min.t2 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	• 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

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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. ~~a.~~ Submits false information on the application for a Resident Identification or Guest registration form;
b. ~~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. ~~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~~a~~Amenity Management and as described herein;
d. ~~d.~~ Fails to abide by the Rules and Policies established for the use of District Facilities;
e. ~~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. ~~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.

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

~~a.~~ 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. ~~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. ~~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

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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;

~~a. Profanity or aggressive behavior towards District Staff or another Patron(s);~~

d. ~~b. Harm or threat of harm to Amenity and/or District Management;~~Willful and repeated refusal to comply with a lawful, direct instruction from the Board Chair, District Manager, Community Director, or Amenitya Management staff, after having been given a clear opportunity to comply; or

Entering or using District Facilities~~, Patrons~~ while visibly intoxicated or under the influence of illegal substances, or ~~Guests;~~

e. ~~c. Destruction or vandalism~~possessing alcohol outside 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.

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~~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.

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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 Communityt Development District, is in good standing 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 ☐

CART INFORMATION

Year _____ Make _____ Color _____

Decal # _____ Electric ☐

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?

□eYESt□ 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 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.

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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
April 23, 2026/May 28, 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, and the policies contained herein. 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. **Guest Limit:** Notwithstanding the general Guest Privileges set forth in these Policies, each Patron may bring no more than two (2) Guests into the Fitness Lodge at any one time.
9. Patrons and Guests must provide proof of age if requested by Amenity Management to use the Fitness Lodge.
10. **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.
11. **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).
12. **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/shearwatertand 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 or amenities 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. E-bikes may not be operated in excess of 15 miles per hour on District multi-use paths, trails, sidewalks, and cart paths, and must slow to 10 miles per hour or less when passing or when any pedestrian is within 50 feet.
6. E-bikes may not be operated on District property by any person who cannot safely control such e-bike. 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. All persons entering the Dog Park must be capable of serving as their dog's handler. Guardians and parents should evaluate the ability and safety of those in their care to determine whether such person should enter the Dog Park, with or without a dog, and the ability to handle such interactions and animals safely and securely. Regardless, due to risks inherent with animals, persons age ten (10) and below present in the Dog Park must be accompanied by a parent or legal guardian who is at least eighteen (18) years old and who remains responsible for supervising both the child and the dog at all times.
10. Dogs exhibiting aggressive behavior are prohibited.
11. All spiked collars are prohibited in the Dog Park.
12. Owners shall supervise the dogs to ensure dogs do not dig or damage any portion of the Dog Park.
13. Dogs under four (4) months old, in heat, with fleas or other contagious skin conditions, or otherwise ill are prohibited from the Dog Park.
14. 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. All golf carts operated within Shearwater must be registered with the District in accordance with the requirements set forth in Addendum E (Golf Cart Registration).

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

(Adopted at the May 28, 2026 Public Hearing)

Non-Resident Annual User Fee	$3005 - $5,000 Per Household
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

(Adopted at the May 28, 2026 Public Hearing)

Facility	Deposit	Patron Rate	Other
Kayak Club Room Monday - Thursday	$205 $505 if alcohol is servedt– Additional proof of insurance required	$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 servedt– 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.	$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	$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	$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	$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	• 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.

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.a☐

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 ___

CART INFORMATION

Year_____ Make _____ Color _____

Decal # _____Electric_____

_____ _____ _____

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?

□ YESe□ 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 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

EXHIBIT 8

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") is made and entered into as of the ____ day of ~~April~~May 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~~which is under contract with ~~any successor or assignee entity that will hold title~~WFC Ashford Mills Owner VII, L.L.C., a Delaware limited liability company (the "Owner"), to sell the Property (hereinafter defined) ~~upon or following closing (collectively, the "Owner~~(the "**Commercial Developer**" 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 fee owner of 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 contracted with the Commercial Developer to sell the Property to Commercial Developer and the Commercial Developer 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~~Commercial Developer 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 and pedestrian access to and from Shearwater Parkway, including access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections~~,~~ a District-owned road within the District; and

WHEREAS, the District is willing to support the ~~Owner's~~Commercial Developer'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.

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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~~Commercial Developer pursuing the Ashford Mills Major Modification with St. Johns County. This MOU serves as the District's written authorization ~~permitting the Owner~~, without making any representations regarding other entities or persons that may need to grant approval prior to submitting such Major Modification, permitting the Commercial Developer to proceed with the Major Modification application and related submissions to the County, including the ~~Owner's~~Commercial Developer's requests for: (a) vehicular and pedestrian access to and from Shearwater Parkway; and (b) exit-only vehicular access onto Pine Tree Lane, subject to Section 4 below. The District's authorizations and confirmations under this Section 2 are expressly subject to, and conditioned upon, the Commercial Developer's compliance with Section 2(C) below.

B. This MOU does not constitute final approval of any specific site plan or construction plans. The ~~Owner's~~Commercial Developer'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.

C. Commercial Developer's Authority; Owner Joinder/Consent. The Commercial Developer represents, warrants, and covenants to the District that, notwithstanding anything to the contrary in this MOU: (i) as of the Effective Date, the Commercial Developer is under contract to acquire fee simple title to the Property from the Owner; and (ii) the Commercial Developer will not exercise any rights, perform any work, execute any easement instrument, or otherwise take any action under or in furtherance of this MOU that would purport to bind, encumber, or affect the Property or require the Owner's consent or joinder, unless and until either (a) the Commercial Developer has acquired fee simple title to the Property, or (b) the Commercial Developer has obtained the Owner's prior written consent and joinder to such action and to the applicable terms of this MOU, in form and substance reasonably acceptable to the District. The Commercial Developer will provide the District with reasonable evidence of compliance with this Section 2(C) (such as a recorded deed, title commitment, or executed Owner consent/joinder) prior to taking any such action. The District is entering into this MOU in reliance on this representation and

covenant, and any breach of this Section 2(C) is a material breach of this MOU.

3. TEMPORARY CONSTRUCTION EASEMENT AUTHORIZATION.

A. The District hereby authorizes the ~~Owner~~Commercial Developer 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; and (c) access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections to Shearwater Parkway.

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~~Commercial Developer 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 AND PEDESTRIAN 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~~Commercial Developer, vehicular and pedestrian access to and from ~~Shearwater Parkway, including access to such rights-of-way for the~~ construction of vehicular and pedestrian entry and exit connections. 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

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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~~Commercial Developer 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~~The Commercial Developer will not, and will cause its successors, assigns, tenants, and occupants of the Property not to, 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. This obligation shall run with the Property and survive the termination of this MOU.

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 and District, with the percentage of shared expenses to be determined later~~. Except as the Parties may otherwise agree in writing prior to execution of this MOU as set forth in Section 5(A)(4), the cost of such installation shall be borne 100% by the Commercial Developer.
~~1.~~
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.

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3. **Engineer Confirmation Required**. Prior to the District's final commitment to the cart path extension, the ~~Owner~~Commercial Developer 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. **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~~ (collectively, the "**Extension Costs**"), will be borne ~~solely~~ by the ~~Owner and District, with the percentage of shared expenses to be determined later.~~Commercial Developer. The ~~Owner's~~Commercial Developer's cost reimbursement obligations with respect to the District's maintenance of the extension are set forth in Section 7.

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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~~Commercial Developer commencing any construction activity within District rights-of-way or other property, the ~~Owner~~Commercial Developer shall submit complete construction plan sets affecting such rights-of-way or the ~~property~~Property to the District Engineer (Michael J. Yuro, P.E., Yuro & Associates, LLC) for review and written approval ("**District Engineer Review**"). The ~~Owner~~Commercial Developer shall not proceed to construction affecting such rights-of-way or the ~~property~~Property 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, and any County approval obtained without prior District Engineer Review shall be of no force or effect with respect to District rights-of-way or property.

B. The District Engineer Review shall encompass, without limitation: (a) vehicular access and circulation design, including the Pine Tree Lane

connection, if feasible under the ~~Owner's~~Commercial Developer's plans; (b) the golf cart path extension design and connection at the southwest corner of the Property, if feasible under the ~~Owner's~~Commercial Developer's plans; (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~~Commercial Developer proceeding to construction affecting such rights-of-way or the property, and the ~~Owner~~Commercial Developer 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. Shared Entrance and Roadway Area Maintenance Cost-Share. As used in this MOU, the "**Shared Entrance and Roadway Area**" means only the entrance and shared roadway portion of Shearwater Parkway at the front of the District serving both the Property and the District, together with the Property's vehicular and pedestrian entry connections to such portion, all as more particularly depicted on **Exhibit C** attached hereto. For the avoidance of doubt, the cost-sharing obligations under this Section 7(A) do not extend to any portion of Shearwater Parkway, Pine Tree Lane, or other District roadway outside of the Shared Entrance and Roadway Area. Upon issuance of a certificate of occupancy for any portion of the Ashford Mills commercial development/building on the Property, the Commercial Developer shall contribute to the ongoing maintenance costs of the Shared Entrance and Roadway Area on a pro-rata or other equitable basis, to be negotiated and memorialized in a separate maintenance cost-sharing agreement covenant 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. This cost share arrangement will be a covenant running with the land and will bind all successors in interest and assigns. In the event the Parties fail to execute such covenant by such date, the Commercial Developer's share shall be determined based on the Property's proportionate vehicle trip generation relative to total traffic on the Shared Entrance and Roadway Area, as determined in the reasonable discretion by the District Engineer. The Commercial Developer's cost-sharing obligation will commence upon issuance of a certificate of

occupancy for any portion of the Ashford Mills commercial development/building on the Property.

~~A.~~B. **Extensions and Improvements Maintenance**aa The ~~Owner shall~~Commercial Developer will be solely responsible for the maintenance, repair, and replacement of any improvements constructed by or on behalf of the ~~Owner~~Commercial Developer within the TCE ~~area~~ or any easement area. The District ~~shall~~, once constructed, agrees to 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 its proportionate share (to be determined) to 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.

~~B.~~C. **Restoration Obligation**. Upon completion of construction activities within any District right-of-way, TCE ~~area~~, or other easement area, the ~~Owner shall~~Commercial Developer is solely responsible to 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.aa~~

~~None.~~

~~9~~. **FUNDING OF DISTRICT COSTS; FUNDING AGREEMENT.**

A. The ~~Owner shall be~~Commercial Developer is 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, not to exceed a maximum sum of $~~2~~3,500 combined. Such amounts must be paid within thirty (30) calendar days of invoicing.

B. Funding Agreement. The ~~Owner~~Commercial Developer will advance a deposit to the District in an amount of ~~One thousand dollars ($ 1~~Two-Thousand Dollars ($2,000.00), to be held and applied against District costs as incurred. The ~~District shall~~District will provide the ~~Owner~~Commercial Developer with periodic invoices documenting costs charged against the deposit. The ~~Owner shall~~Commercial Developer will replenish the deposit to the agreed level within five (5) business days of written notice that the balance has fallen below ~~five hundred dollars ($~~Five Hundred Dollars ($500.00). Any unused balance ~~shall~~will be refunded to the

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~~Owner~~Commercial Developer upon completion of the Major Modification review process and final District sign-off.

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

~~10~~9. COUNTY COMPLIANCE; CONDITIONS PRECEDENT.

A. All access points, easements, improvements, and activities authorized by this MOU are conditioned upon the ~~Owner~~Commercial Developer 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~~Commercial Developer acknowledges that the District's support for the Major Modification is expressly conditioned upon the ~~Owner~~Commercial Developer satisfying all applicable County requirements, and that the District's authorization under this MOU may be suspended or revoked if the ~~Owner~~Commercial Developer fails to comply with County requirements or the terms of this MOU.

~~11~~10. INSURANCE; INDEMNIFICATION.

A. Insurance. Prior to commencing any construction activity within District rights-of-way or easement areas, the ~~Owner~~Commercial Developer 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~~Commercial Developer'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~~r

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~~The Commercial Developer 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~~The Commercial Developer 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~~Commercial Developer, 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~~the Commercial Developer's negligence, willful misconduct, or breach of this MOU. This provision shall relate to any acts or omissions by the ~~Owner~~Commercial Developer, its employees, agents, or subcontractors in a

D. For purposes of this Section, "acts or omissions" on the part of ~~Owner's~~the Commercial Developer'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~~the Commercial Developer in writing not to obtain such permit, license, certification, consent, or other approval.

~~12~~11. TERM; TERMINATION.

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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 affecting such rights-of-way or the property, 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~~twenty-four (24) months from the date of execution of this MOU ~~or termination~~, unless extended by mutual written agreement of ~~both the parties~~the Parties; or (c) termination pursuant to Section 12(B) or by mutual written agreement of all of the Parties.

~~B.~~

B. Termination. The District may terminate this MOU upon thirty (30) days' written notice to the other Parties or may immediately terminate this MOU for cause and upon written notice to the other Parties. The Commercial Developer may terminate this MOU only upon thirty (30) days' written notice to the District; provided, however, that any such termination by the Commercial Developer shall not relieve the Commercial Developer of any obligation to execute easement instruments, maintenance agreements, or other documents required hereunder that relate to approvals already obtained, and shall not authorize the Commercial Developer to use any District approvals or authorizations obtained under this MOU following such termination.

C. Sections 2(C), 4, 5, 6, 7, 8, 9, ~~11~~10, and ~~13~~12 shall survive any termination of this MOU.

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~~13~~12. 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~~the Commercial Developer and their respective representatives, successors, and assigns, but shall not inure to the benefit of any party other than the District, and ~~Owner~~the Commercial Developer and their respective permitted successors and assigns.

E. Assignment. Neither the District nor ~~Owner~~the Commercial Developer may assign this MOU or any monies to become due hereunder without the prior written approval of the other~~, except that Owner~~ Party, Assignment. Neither the District nor the Commercial Developer may assign this MOU or any monies to become due hereunder without the prior written approval of the other Party, except that the Commercial Developer 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~~the Commercial Developer provides the District with at least fifteen (15) days' prior written notice of such assignment ~~and~~, the assignee assumes all obligations of ~~Owner~~the Commercial Developer hereunder in writing~~.~~, and the assignee demonstrates to the District's reasonable satisfaction that it has the financial capacity to perform such obligations. Any other purported assignment without prior written District approval shall be void.. 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. In any litigation arising under this MOU, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including fees and costs for trial, alternative dispute resolution, or appellate proceedings.

~~F.~~

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.

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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~~ The Commercial Developer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, ~~Owner~~ the Commercial Developer 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~~ the Commercial Developer has knowingly violated Section 448.095, *Florida Statutes*. By entering into this MOU, ~~Owner~~ the Commercial Developer represents that no public employer has terminated a contract with ~~Owner~~it under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this MOU.

L. Anti-Human Trafficking. ~~Owner~~The Commercial Developer 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~~The Commercial Developer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if ~~Owner~~the Commercial Developer refuses to sign said affidavit, the District may terminate this MOU immediately.

~~14~~13. 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:~~ Commercial Developer: SASH Properties LLC
4041 County Road 210 W

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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~~14. **PUBLIC RECORDS.** The ~~Owner~~Commercial Developer 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~~Commercial Developer 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~~
SASH PROPERTIES LLC

_____
By: _____
Its: _____

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Exhibit A

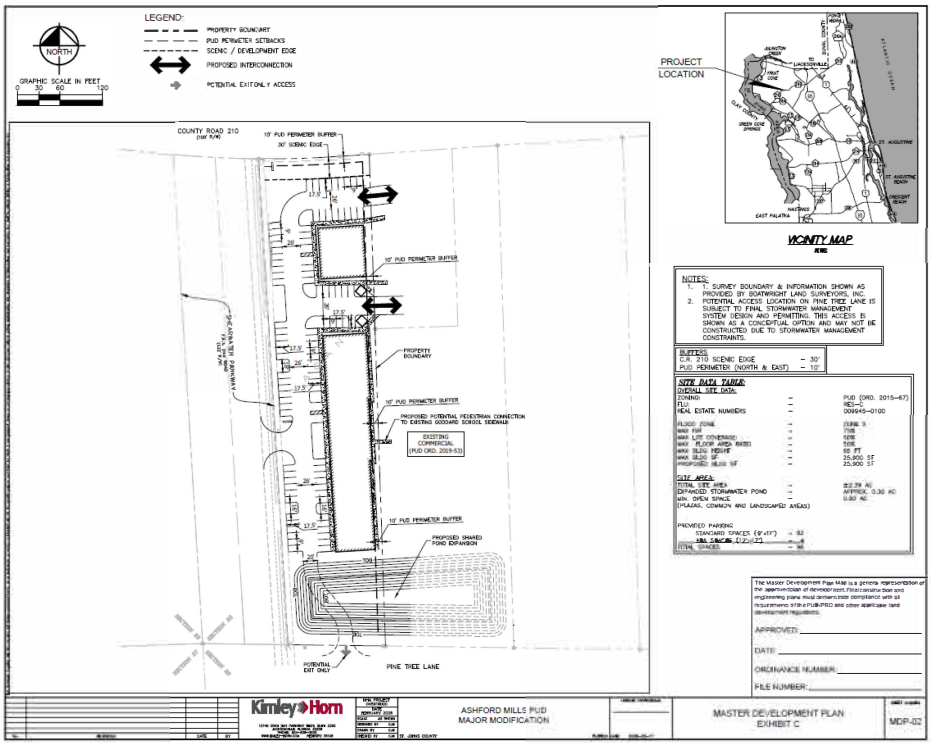

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Exhibit B
Form of Easement

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

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

Folio/Parcel ID No.t 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 WFC ASHFORD MILLS OWNER VII, L.L.C., a Delaware limited liability company, with a mailing address of 900 N Michigan Ave, Suite 1900, Chicago, IL 60611, the fee owner of the Property (the "Owner"), and SASH PROPERTIES LLC, a Florida limited liability company, with a principal address of 4041 County Road 210 W, St. Johns, Florida 32259, ~~together~~which is under contract with ~~any successor or assignee entity that will hold title~~WFC Ashford Mills Owner VII LLC to develop the Property (~~as defined below) upon or following closing~~the "Commercial Developer") (the Owner and the Commercial Developer are collectively,hereinafter referred to as "Grantee~~".~~"). **Formatted:** Font color: Black

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~~Owner is the fee owner of that certain commercial parcel~~, upon or following closing,~~ 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) and other infrastructures necessary

to serve the Property, and for access to the rights-of-way of Shearwater Parkway and Pine Tree Lane for utility connection construction; and for access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections to Shearwater Parkway, all in connection with the Ashford Mills Planned Unit Development Major Modification (the "Project"); and

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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 and subcontractors to access, construct, install, and connect utilities and other infrastructure, and construction of vehicular and pedestrian entry and exit connections to Shearwater Parkway, 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 contractors and subcontractors 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 contractors and subcontractors 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 contractors and subcontractors 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 and 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 and subcontractors 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 One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) 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 affecting such rights-of-way or the property 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. The Owner and the Commercial Developer, constituting the Grantee hereunder, shall be jointly and severally liable for all obligations, covenants, indemnities, and liabilities of Grantee under this Easement, and Grantor may enforce any such obligation against either or both of them without first proceeding against the other.

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 and subcontractors, or their respective employees, agents, contractors or subcontractors, shall be repaired within thirty (30) 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 thirty (30) 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 Twenty Five Thousand Dollars~~a~~($ 25,000.00) 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 three (3) 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 its rights and obligations under 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~~and 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. **Commercial Developer's Rights Tied to Commercial Developer Status.** The Commercial Developer's rights as a constituent member of Grantee under this Easement are personal to the Commercial Developer and are conditioned upon the Commercial Developer's continuing engagement by the Owner to develop the Property. If the Commercial Developer's engagement with the Owner is terminated, expires, or is otherwise discontinued, then the Commercial Developer's rights as a constituent member of Grantee shall automatically terminate, and the Owner shall thereafter constitute the sole Grantee under this Easement; provided that any obligations of the Commercial Developer accrued through the date of such termination, including without limitation indemnity,a insurance, and restoration obligations, shall survive. The Owner shall provide Grantor with

prompt written notice of any such termination of the Commercial Developer's engagement. A successor Commercial Developer may be added as a constituent member of Grantee only by written amendment to this Easement signed by Grantor, the Owner, and the successor Commercial Developer.

~~6.~~7. **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 mutually agreed upon in writing by both 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.~~8. **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.~~9.**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 Two Million Dollars ($~~-~~2,000,000) 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.~~10. **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.~~11. **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, thisa___ 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:

WFC ASHFORD MILLS OWNER VII, L.L.C.

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_____

_____

Print Name

_____ By: _____

_____ Name:

_____ Title:

Print Name

STATE OF _____)

_____) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me [ ] in person or [ ] by online notarization, this day of 2026, by , as of WFC Ashford Mills Owner VII, L.L.C., a Delaware 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 myhand and official seal.

_____

_____

_____ NotaryaPublic

_____

_____

_____ (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/shea[__] is (personally known to me) ora[__] 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") is made and entered into as of the ____ day of May 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, which is under contract with WFC Ashford Mills Owner VII, L.L.C., a Delaware limited liability company (the "Owner"), to sell the Property (hereinafter defined) (the "**Commercial Developer**" 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 the fee owner of 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 contracted with the Commercial Developer to sell the Property to Commercial Developer and the Commercial Developer 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 Commercial Developer 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 and pedestrian access to and from Shearwater Parkway, including access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections, a District-owned road within the District; and

WHEREAS, the District is willing to support the Commercial Developer'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 Commercial Developer pursuing the Ashford Mills Major Modification with St. Johns County. This MOU serves as the District's written authorization, without making any representations regarding other entities or persons that may need to grant approval prior to submitting such Major Modification, permitting the Commercial Developer to proceed with the Major Modification application and related submissions to the County, including the Commercial Developer's requests for: (a) vehicular and pedestrian access to and from Shearwater Parkway; and (b) exit-only vehicular access onto Pine Tree Lane, subject to Section 4 below. The District's authorizations and confirmations under this Section 2 are expressly subject to, and conditioned upon, the Commercial Developer's compliance with Section 2(C) below.

B. This MOU does not constitute final approval of any specific site plan or construction plans. The Commercial Developer'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.

C. Commercial Developer's Authority; Owner Joinder/Consent. The Commercial Developer represents, warrants, and covenants to the District that, notwithstanding anything to the contrary in this MOU: (i) as of the Effective Date, the Commercial Developer is under contract to acquire fee simple title to the Property from the Owner; and (ii) the Commercial Developer will not exercise any rights, perform any work, execute any easement instrument, or otherwise take any action under or in furtherance of this MOU that would purport to bind, encumber, or affect the Property or require the Owner's consent or joinder, unless and until either (a) the Commercial Developer has acquired fee simple title to the Property, or (b) the Commercial Developer has obtained the Owner's prior written consent and joinder to such action and to the applicable terms of this MOU, in form and substance reasonably acceptable to the District. The Commercial Developer will provide the District with reasonable evidence of compliance with this Section 2(C) (such as a recorded deed, title commitment, or executed Owner consent/joinder) prior to taking any such action. The District is entering into this MOU in reliance on this representation and covenant, and any breach of this Section 2(C) is a material breach of this MOU.

3. TEMPORARY CONSTRUCTION EASEMENT AUTHORIZATION.

A. The District hereby authorizes the Commercial Developer 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; and (c) access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections to Shearwater Parkway.

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 Commercial Developer 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; or (b) such date as is specified in the executed TCE instrument.

4. VEHICULAR AND PEDESTRIAN 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 Commercial Developer vehicular and pedestrian access to and from Shearwater Parkway, including access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections. 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 Commercial Developer 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 Commercial Developer will not, and will cause its successors, assigns, tenants, and occupants of the Property not to, 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. This obligation shall run with the Property and survive the termination of this MOU.

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. Except as the Parties may otherwise agree in writing prior to execution of this MOU as set forth in Section 5(A)(4), the cost of such installation shall be borne 100% by the Commercial Developer.

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 Commercial Developer 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. **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 (collectively, the "**Extension Costs**"), will be borne by the Commercial Developer. The Commercial Developer'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 Commercial Developer commencing any construction activity within District rights-of-way or other property, the Commercial Developer shall submit complete construction plan sets affecting such rights-of-way or the Property to the District Engineer (Michael J. Yuro, P.E., Yuro & Associates, LLC) for review and written approval ("**District Engineer Review**"). The Commercial Developer shall not proceed to construction affecting such rights-of-way or the Property 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, and any County approval obtained without prior District Engineer Review shall be of no force or effect with respect to District rights-of-way or property.

B. The District Engineer Review shall encompass, without limitation: (a) vehicular access and circulation design, including the Pine Tree Lane connection, if feasible under the Commercial Developer's plans; (b) the golf cart path extension design and connection at the southwest corner of the Property, if feasible under the Commercial Developer's plans; (c) utility connections within the TCE; (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 Commercial Developer proceeding to construction affecting such rights-of-way or the property, and the

Commercial Developer 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. Shared Entrance and Roadway Area Maintenance Cost-Share. As used in this MOU, the "**Shared Entrance and Roadway Area**" means only the entrance and shared roadway portion of Shearwater Parkway at the front of the District serving both the Property and the District, together with the Property's vehicular and pedestrian entry connections to such portion, all as more particularly depicted on **Exhibit C** attached hereto. For the avoidance of doubt, the cost-sharing obligations under this Section 7(A) do not extend to any portion of Shearwater Parkway, Pine Tree Lane, or other District roadway outside of the Shared Entrance and Roadway Area. Upon issuance of a certificate of occupancy for any portion of the Ashford Mills commercial development/building on the Property, the Commercial Developer shall contribute to the ongoing maintenance costs of the Shared Entrance and Roadway Area on a pro-rata or other equitable basis, to be negotiated and memorialized in a separate maintenance cost-sharing agreement covenant 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. This cost share arrangement will be a covenant running with the land and will bind all successors in interest and assigns. In the event the Parties fail to execute such covenant by such date, the Commercial Developer's share shall be determined based on the Property's proportionate vehicle trip generation relative to total traffic on the Shared Entrance and Roadway Area, as determined in the reasonable discretion by the District Engineer. The Commercial Developer's cost-sharing obligation will 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 Commercial Developer will be solely responsible for the maintenance, repair, and replacement of any improvements constructed by or on behalf of the Commercial Developer within the TCE or any easement area. The District, once constructed, agrees to 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 its proportionate share (to be determined) to 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, or other easement area, the Commercial Developer is solely responsible to 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. FUNDING OF DISTRICT COSTS; FUNDING AGREEMENT.

A. The Commercial Developer is 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, not to exceed a maximum sum of $3,500 combined. Such amounts must be paid within thirty (30) calendar days of invoicing.

B. Funding Agreement. The Commercial Developer will advance a deposit to the District in an amount of Two-Thousand Dollars ($2,000.00), to be held and applied against District costs as incurred. The Districtwill provide the Commercial Developer with periodic invoices documenting costs charged against the deposit. The Commercial Developer will replenish the deposit to the agreed level within five (5) business days of written notice that the balance has fallen below Five Hundred Dollars ($500.00). Any unused balance will be refunded to the Commercial Developer upon completion of the Major Modification review process and final District sign-off.

C. The Commercial Developer's cost reimbursement obligations under this Section are a material condition of the District's ongoing cooperation and will survive any expiration or termination of this MOU until all District costs are fully reimbursed.

9. COUNTY COMPLIANCE; CONDITIONS PRECEDENT.

A. All access points, easements, improvements, and activities authorized by this MOU are conditioned upon the Commercial Developer 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 Commercial Developer acknowledges that the District's support for the Major Modification is expressly conditioned upon the Commercial Developer satisfying all applicable County requirements, and that the District's authorization under this MOU may be suspended or revoked if the

Commercial Developer fails to comply with County requirements or the terms of this MOU.

10. INSURANCE; INDEMNIFICATION.

A. Insurance. Prior to commencing any construction activity within District rights-of-way or easement areas, the Commercial Developer shall obtain and maintain, at its sole cost, the following insurance, naming the District as 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 Commercial Developer'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 r 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. The Commercial Developer 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. The Commercial Developer 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 Commercial Developer, 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 the Commercial Developer's negligence, willful misconduct, or breach of this MOU. This provision shall relate to any acts or omissions by the Commercial Developer, its employees, agents, or subcontractors.

D. For purposes of this Section, "acts or omissions" on the part of the Commercial Developer'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 the Commercial Developer in writing not to obtain such permit, license, certification, consent, or other approval.

11. 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 affecting such rights-of-way or the property, all easement instruments have been fully executed, and the maintenance cost-sharing agreement required by Section 7(A) has been fully executed; (b) twenty-four (24) months from the date of execution of this MOU, unless extended by mutual written agreement of the Parties; or (c) termination pursuant to Section 12(B) or by mutual written agreement of all of the Parties.

B. Termination. The District may terminate this MOU upon thirty (30) days' written notice to the other Parties or may immediately terminate this MOU for cause and upon written notice to the other Parties. The Commercial Developer may terminate this MOU only upon thirty (30) days' written notice to the District; provided, however, that any such termination by the Commercial Developer shall not relieve the Commercial Developer of any obligation to execute easement instruments, maintenance agreements, or other documents required hereunder that relate to approvals already obtained, and shall not authorize the Commercial Developer to use any District approvals or authorizations obtained under this MOU following such termination.

C. Sections 2(C), 4, 5, 6, 7, 8, 9, 10, and 12 shall survive any termination of this MOU.

12. 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 the Commercial Developer and their respective representatives, successors, and assigns, but shall not inure to the benefit of any party other than the District and the Commercial Developer and their respective permitted successors and assigns.

E. Assignment. Neither the District nor the Commercial Developer may assign this MOU or any monies to become due hereunder without the prior written approval of the other Party, Assignment. Neither the District nor the Commercial Developer may assign this MOU or any monies to become due hereunder without the prior written approval of the other Party, except that the Commercial Developer may assign this MOU without District consent to any entity in which Sam Palli holds a controlling interest, provided that the Commercial Developer provides the District with at least fifteen (15) days' prior written notice of such assignment, the assignee assumes all obligations of the Commercial Developer hereunder in writing, and the assignee demonstrates to the District's reasonable satisfaction that it has the financial capacity to perform such obligations. Any other purported assignment without prior written District approval shall be void.. 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. In any litigation arising under this MOU, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses, including fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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. The Commercial Developer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Commercial Developer 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 the Commercial Developer has knowingly violated Section 448.095, *Florida Statutes*. By entering into this MOU, the Commercial Developer represents that no public employer has terminated a contract with it under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this MOU.

L. Anti-Human Trafficking. The Commercial Developer 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*. The Commercial Developer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if the Commercial Developer refuses to sign said affidavit, the District may terminate this MOU immediately.

13. 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 Commercial Developer: 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.

14. PUBLIC RECORDS. The Commercial Developer 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 Commercial Developer 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 Servicest**("**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

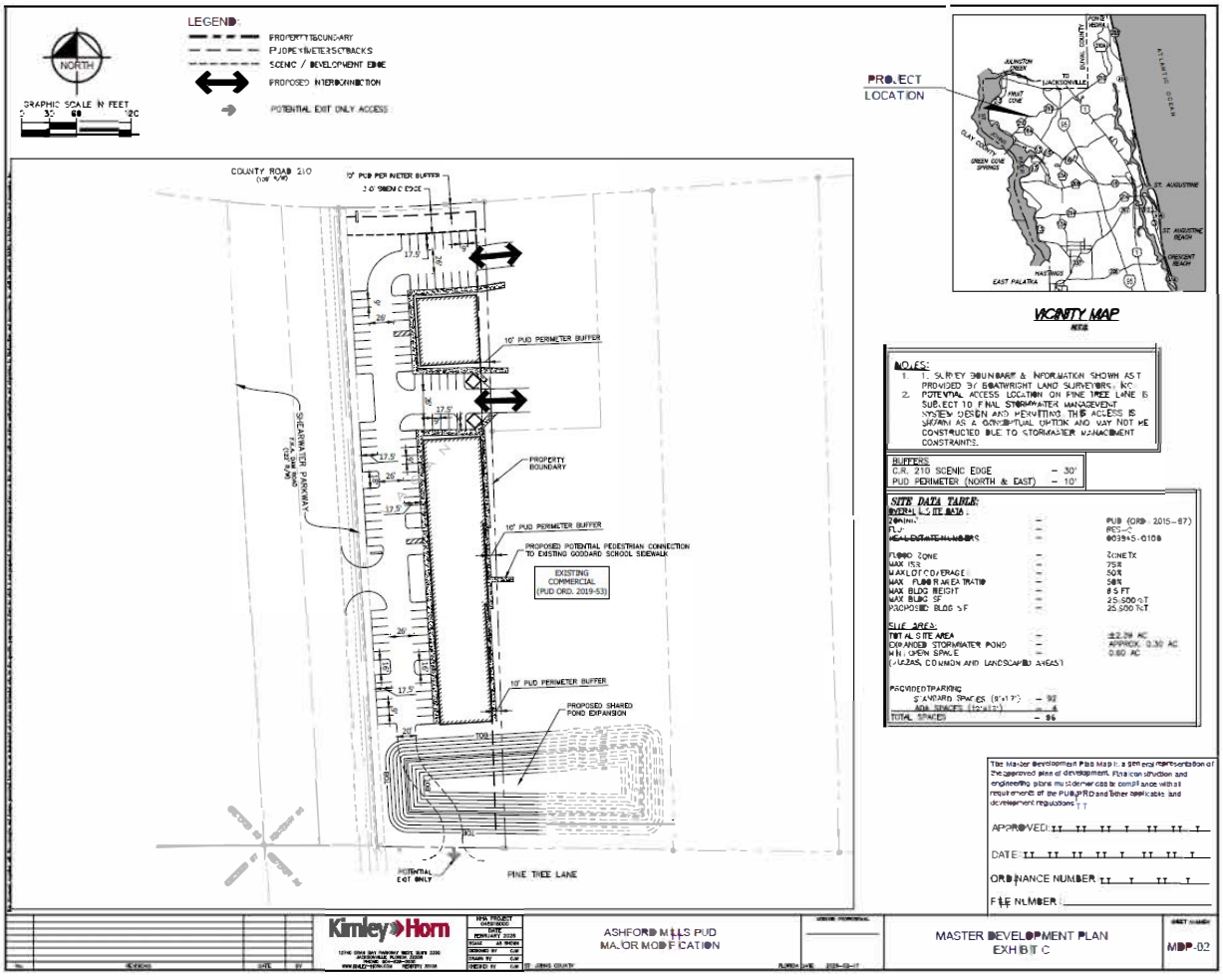
LEGEND:
PROPERTY BOUNDARY
PUD PERIMETER SETBACKS
SCENIC / DEVELOPMENT EDGE
PROPOSED INTERCONNECTION
POTENTIAL EXIT ONLY ACCESS
NORTH
GRAPHIC SCALE IN FEET
PROJECT LOCATION
VICINITY MAP
COUNTY ROAD 210
10' PUD PERIMETER BUFFER
SIDEWALK
PROPERTY BOUNDARY
PROPOSED POTENTIAL PEDESTRIAN CONNECTION TO EXISTING GODDARD SCHOOL SIDEWALK
EXISTING COMMERCIAL (PUD ORD. 2019-53)
PROPOSED SHARED POND EXPANSION
POTENTIAL EXIT ONLY
PINE TREE LANE
NOTES:
1. SURVEY BOUNDARY & INFORMATION SHOWN AS PROVIDED BY BRATWRIGHT 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:
PUD (ORD. 2015-67)
RES-C
ZONE X
75ft
50%
58%
65 FT
25,500 SQ.FT
25,500 SQ.FT
±2.24 AC
APPROX. 0.30 AC
0.60 AC
STANDARD SPACES (8'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 ee ee ee ee 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 WFC ASHFORD MILLS OWNER VII, L.L.C., a Delaware limited liability company, with a mailing address of 900 N Michigan Ave, Suite 1900, Chicago, IL 60611, the fee owner of the Property (the "Owner"), and SASH PROPERTIES LLC, a Florida limited liability company, with a principal address of 4041 County Road 210 W, St. Johns, Florida 32259, which is under contract with WFC Ashford Mills Owner VII LLC to develop the Property (the "Commercial Developer") (the Owner and the Commercial Developer are collectively, 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, Owner is the fee 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) and other infrastructures necessary to serve the Property, and for access to the rights-of-way of Shearwater Parkway and Pine Tree Lane for utility connection construction; and for access to such rights-of-way for the construction of vehicular and pedestrian entry and exit connections to Shearwater Parkway, all 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 and subcontractors to access, construct, install, and connect utilities and other infrastructure, and construction of vehicular and pedestrian entry and exit connections to Shearwater Parkway, 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 contractors and subcontractors 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 contractors and subcontractors 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 contractors and subcontractors 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 and 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 and subcontractors 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 One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) 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 affecting such rights-of-way or the property 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. The Owner and the Commercial Developer, constituting the Grantee hereunder, shall be jointly and severally liable for all obligations, covenants, indemnities, and liabilities of Grantee under this Easement, and Grantor may enforce any such obligation against either or both of them without first proceeding against the other.

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 and subcontractors, or their respective employees, agents, contractors or subcontractors, shall be repaired within thirty (30) 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 thirty (30) 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 Twenty Five Thousand Dollars ($ 25,000.00) 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 three (3) 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 the Grantee may assign its rights and obligations under this Easement without Grantor's prior written consent to any entity in which Sam Palli holds a controlling interest, 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 and 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. **Commercial Developer's Rights Tied to Commercial Developer Status.** The Commercial Developer's rights as a constituent member of Grantee under this Easement are personal to the Commercial Developer and are conditioned upon the Commercial Developer's continuing engagement by the Owner to develop the Property. If the Commercial Developer's engagement with the Owner is terminated, expires, or is otherwise discontinued, then the Commercial Developer's rights as a constituent member of Grantee shall automatically terminate, and the Owner shall thereafter constitute the sole Grantee under this Easement; provided that any obligations of the Commercial Developer accrued through the date of such termination, including without limitation indemnity, insurance, and restoration obligations, shall survive. The Owner shall provide Grantor with prompt written notice of any such termination of the Commercial Developer's engagement. A successor Commercial Developer may be added as a constituent member of Grantee only by written amendment to this Easement signed by Grantor, the Owner, and the successor Commercial Developer.

7. **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 mutually agreed upon in writing by both 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.

8. **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.

9. **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 Two Million Dollars ($2,000,000) 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.

10. **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.

11. **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: ee ee ee ee ee ee__

WITNESSES

GRANTEE:
WFC ASHFORD MILLS OWNER VII, L.L.C.

_____

_____
Print Name

_____ By: _____
Name:
Title:

_____
Print Name

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me [__] in person or [__] by online notarization, this ___ day of _____ 2026, by _____, as _____ of WFC Ashford Mills Owner VII, L.L.C., a Delaware 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: _____

WITNESSES

GRANTEE:
SASH PROPERTIES LLC

_____

_____
Print Name

_____ By:__ e e e e e e e e ee_
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

EXHIBIT 9

RESOLUTION 2026-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT SUPERSEDING AND REPLACING RESOLUTION 2025-13 AND ADOPTING A REVISED POLICY, AND RATES, CHARGES AND FEES RELATED TO IMPROVEMENTS WITHIN DISTRICT EASEMENTS AND IMPROVEMENTS ATTACHING TO DISTRICT PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Trout Creek Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, on August 20, 2025, the Board of Supervisors ("**Board**") adopted Resolution 2025-13, which established the Policy for Improvements within Trout Creek Community Development District Easements, including rates, charges and fees ("**Easement Variance Policy**"); and

WHEREAS, following implementation of such policy, the Board has determined that the Easement Variance Policy should be amended to: (i) establish a clear presumption against the approval of any improvement within a District easement; (ii) require applicants to affirmatively demonstrate that the specific area within the easement proposed for improvement is not needed for access to or maintenance of any adjacent District pond or stormwater infrastructure; (iii) limit the District Engineer's review to a narrow objective technical determination and clarify that the District Engineer shall not be responsible for making policy judgments regarding the appropriateness of particular types of improvements; (iv) establish a mandatory unobstructed maintenance access corridor adjacent to District ponds and drainage features; and (v) clarify that new fences installed after the effective date of the Policy are prohibited within District Easements regardless of distance from the top of bank, with no variance or other exception available for such new fences, subject only to the Board's case-by-case determination under the Policy regarding fences existing as of the effective date, and that the variance process under this Policy is intended to accommodate small encroachments only; and

WHEREAS, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Resolution 2025-13 and its Exhibit A are hereby superseded and replaced in their entirety by this Resolution and the Revised Easement Variance Policy attached hereto as **Exhibit A**. The Revised Easement Variance Policy shall remain in full force and effect until such time as it is otherwise amended or superseded by the Board.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 28th day of May, 2026.

ATTEST:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____

Secretary/Assistant Secretary

_____

Chairperson, Board of Supervisors

Exhibit A: Revised Policy for Improvements within Trout Creek Community Development District Easements

Exhibit A

Revised Policy for Improvements within
Trout Creek Community Development District Easements

Effective: May 28, 2026

1. There is a presumption against the approval of any improvement within a District easement ("**District Easement**"). Variances under this Policy are intended to accommodate only small encroachments – minor improvements that occupy a limited portion of the District Easement and do not in any way impair the District's access to or maintenance of any adjacent pond or stormwater infrastructure nor the integrity of the pond bank. Any improvements proposed in a District Easement will not be approved absent extraordinary circumstances expressly approved by the District through its Board of Supervisors upon the recommendation of the District Engineer. In addition, no improvement of any kind may be installed within twenty (20) feet of the top of bank of any District pond or drainage feature except in extraordinary circumstances pre-authorized by the District upon the recommendation of the District Engineer. Notwithstanding the foregoing or any other provision of this Policy, no new fence of any kind shall be permitted within any District Easement under any circumstances, and no variance or other exception to this prohibition on fences shall be available; any fence installed within a District Easement after the effective date of this Policy shall be subject to removal in accordance with Section 7 below. With respect to any fence existing within a District Easement as of the effective date of this Policy, the Board of Supervisors shall determine, on a case-by-case basis, whether removal under Section 7 or execution of a variance agreement in substantially the form of Attachment A is appropriate. If a resident desires to seek approval to install an improvement within a District Easement, the resident must affirmatively demonstrate that the specific area within the District Easement proposed for improvement is not needed for access to or maintenance of any adjacent District pond or stormwater infrastructure. To make this demonstration, the resident must:

a. Submit a written variance request to the District Manager or his or her designee prior to commencement of such installation. The request must be made by the owner of the property and must contain, at a minimum, the following information:

   i. The contact information of the person making the variance request;
   ii. The lot number or street address of the lot on which the improvement is to be installed;
   iii. A description of the improvement(s) to be installed;
   iv. A scaled diagram showing the proposed location of the improvement(s), the boundaries of all applicable District Easements, the location of all known District infrastructure within or adjacent to the Easement (including ponds, drainage features, pipes, and culverts), the dimensions of any setback distances proposed to be maintained, and the total square footage and footprint of the proposed improvement(s) within the District Easement;
   v. A written statement explaining, with specificity, why the area of the District Easement proposed for improvement is not needed for access to or maintenance of any adjacent District pond or stormwater infrastructure; and
   vi. The requested commencement date of the installation of said improvement(s).

b. Pay a non-refundable application fee of $150.00 to offset the cost of processing the variance request. Additional fees may be required if external consultants or special reviews are needed.

2. The District Engineer shall review the variance request to make a narrow, objective technical determination: whether the specific area of the District Easement proposed for improvement is needed for access to or maintenance of any adjacent District pond or stormwater infrastructure, and whether the proposed improvement would interfere with any existing District infrastructure within the Easement. The District Engineer's review is limited to this technical determination. The District Engineer is not required to prescribe design standards for particular types of improvements or make policy judgments regarding the general appropriateness of improvements within District Easements. Such review may include, in the District Engineer's discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:

a. Recommend approval of the variance request, with or without conditions; or
b. Recommend denial of the variance request.

3. The District Engineer's recommendation, together with the variance request and supporting materials, shall be presented to the Board of Supervisors for consideration at the next available regular meeting. The Board may approve, approve with conditions, or deny the request. If the Board approves the request (with or without conditions), District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as Attachment A, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. Upon execution of the agreement, District staff shall record the agreement in the Official Records of St. Johns County. At the conclusion of the installation of any approved improvements, the Owner shall provide written notice to the District Manager. Within thirty (30) days of receipt of such notice, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.

4. If the Board denies the request, District staff shall notify the applicant that the variance request was denied and that the proposed improvements may not be installed within the District Easement(s).

5. All variance requests shall be brought before the Board of Supervisors for approval, and the Board's determination on a variance request shall be final.

6. The District's approval of a variance request constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but not limited to approvals from any homeowners' association, St. Johns County, and any other entities having an interest in the property, as applicable.

7. If improvements are constructed within a District Easement without prior approval, including improvements that exceed the scope of any prior approval or that encroach upon the twenty (20) foot setback established under Section 1 absent extraordinary circumstances pre-authorized by the District upon the recommendation of the District Engineer, the District reserves the right to require the resident to remove, relocate, or modify the improvement(s) at the resident's sole expense. If

the resident is unresponsive to the District's requests, the District may remove said improvement(s) on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this Policy or to collect any costs due.

8. If improvements are constructed with approval within a District Easement but at some point in the future said improvements pose a threat to the health, safety or welfare of residents or District improvements, the District will make every reasonable effort to contact the landowner to work to resolve the issues but may, in its reasonable discretion, modify or remove the landowner's improvements immediately to protect said interests.

Attachment A:

Form of Variance Agreement

After recording, please return to:
Trout Creek Community Development District
c/o District Manager
250 International Parkway, Suite 208
Lake Mary, Florida 32746

Parcel Identification No.: _____

VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT EASEMENT

This Variance Agreement for Installation of Improvements within Trout Creek Community Development District Easement ("**Agreement**") is entered into as of this ____ day of _____, 20___, by and between _____ ("**Owner**") and the Trout Creek Community Development District ("**District**"), a local unit of limited special purpose government created pursuant to Chapter 190, *Florida Statutes*, as amended.

WITNESSETH:

WHEREAS, Owner is the owner of Lot _____, as per the plat ("**Plat**") of _____, recorded as Instrument Number _____, of the Public Records of St. Johns County, Florida ("**Property**"); and

WHEREAS, Owner desires to erect certain improvements described as_____ ("**Improvements**") within a District easement ("**Easement**") located on Lot ____ ("**Easement Area**"), as shown on the Plat; and

WHEREAS, due to the District's legal interests in the Easement, among other reasons, Owner requires the District's consent before constructing improvements within the Easement; and

WHEREAS, Owner has affirmatively demonstrated, to the satisfaction of the District Engineer, that the specific area within the Easement proposed for the Improvements is not needed for access to or maintenance of any adjacent District pond or stormwater infrastructure, as required by the Policy adopted pursuant to Resolution 2026-___ of the District ("**Policy**") and has paid the required non-refundable application fee in accordance with the Policy; and

WHEREAS, the District has agreed to consent to the installation of the Improvements within the Easement Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. Recitals. The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. Easement for Improvements Installation & Maintenance; Limitation. Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the Easement Area.

3. Owner Responsibilities. The Owner has the following responsibilities:

a. The Owner shall be fully responsible for the installation and maintenance of the Improvements. The Owner shall, at all times, maintain an unobstructed maintenance access corridor of not less than twenty (20) feet, measured from the top of bank of any adjacent District pond or drainage feature, free of all Improvements, except as expressly authorized in writing by the District in extraordinary circumstances upon the recommendation of the District Engineer. Notwithstanding the foregoing, no fence shall be installed, placed, or maintained within any portion of the Easement Area or any other District Easement on the Property under any circumstances, and no exception to this prohibition on fences shall be available (provided that, where this Agreement is executed pursuant to the Board's case-by-case determination under Section 1 of the Policy with respect to a fence existing as of the effective date of the Policy, this prohibition shall not apply to such existing fence as specifically described and approved herein).

b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

c. District, by entering into this Agreement, does not represent that District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of any applicable homeowners' association as well as any other necessary legal interests and approvals).

d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of District or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option.

e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement. The Improvements shall be installed in such a manner as to not impede the flow of water within the Easement, interfere with or damage any culvert pipe or utilities within the Easement or any Utility Easement, or otherwise interfere with or damage District infrastructure. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities prior to installation. Further, the Owner shall, at Owner's sole expense, pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements and shall provide written documentation of such marking to the District prior to beginning any work.

f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements and agrees to maintain the Improvements in good condition.

g. Additionally, the Owner shall keep the Easement Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

4. Removal and/or Replacement of Improvements. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Easement(s) described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted herein at Owner's own risk and agrees that Owner will never claim any damages against District for any injuries or damages suffered on account of the exercise of such privilege due to the ordinary negligence of the District (but not gross negligence or willful misconduct). Owner further acknowledges that, upon written notice of not less than ten (10) days where practicable or without notice in an emergency, the District may remove all, or any portion or portions, of the Improvements installed upon the Easement Area at Owner's expense, and that the District is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of such removal, except damage caused by the District's gross negligence or willful misconduct.

5. Indemnification. Owner agrees to indemnify, defend and hold harmless the District as well as any officers, supervisors, staff, agents and representatives, and successors and assigns of the District, against all liability for damages, expenses, attorney's fees, and costs resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder, including but not limited to any claims related to property damage, personal injury, or death.

6. Covenants Run with the Land. This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

7. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, 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 the doctrine of sovereign immunity or by operation of law.

8. Default. A default by either party under this Agreement – including but not limited to Owner's failure to meet its obligations under Section 3 above – 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 and/or specific performance.

9. Attorney's Fees & Costs. The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

10. Counterparts. This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

Witnesses: **Owner**

By: _____ By: _____

_____ _____

Print Name

By:ee_____

_____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20___, by _____. He/She ☐ is personally known to me or ☐ produced _____ as identification.

_____

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[*signatures continue on following page*]

[SIGNATURE PAGE TO VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS WITHIN TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT EASEMENT]

Witnesses:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

By: _____ By: _____

_____ _____

Print Name Chair of the Board of Supervisors

By: _____

_____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 20___, by _____, as Chair of the Board of Supervisors of the Trout Creek Community Development District, on behalf of said district. He/She ☐ is personally known to me or ☐ produced _____ as identification.

_____

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[*end of signature pages*]

Trout Creek Community Development District

Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
Phone: 321-263-0132

Mayt__, 2026

Via Certified Mail
Shearwater Homeowners Association, Inc.
6620 Southpoint Dr, Suite #610
Jacksonville, FL 32216
Attention: Board of Directors

Re: Notice of Trout Creek Community Development District Easement Variance Policy and Request for Coordination on Fence Approvals

Dear Members of the Shearwater Association Board of Directors,

On behalf of the Trout Creek Community Development District ("**District**") Board of Supervisors ("**Board**"), we write to provide notice of the District's recently adopted Amended and Restated Policy for Improvements within District Easements ("**Policy**"), a copy of which is enclosed herewith, and to request the Shearwater Homeowners Association, Inc.'s ("**Association**") coordination on fence approvals affecting District easements.

The Board adopted Policy reflects the Board's determination that District easements adjacent to ponds and stormwater infrastructure must remain accessible for inspection, maintenance, and emergency response, and that improvements within those easements (fences in particular) have created persistent access and maintenance challenges throughout the community.

The key provisions of the Policy relevant to the Association are as follows:

1. **First, no new fence of any kind is permitted within any District easement**, regardless of distance from the top of bank of any pond or drainage feature. No variance or other exception is available for new fences installed after the effective date of the Policy.
2. Second, with respect to fences existing within District easements as of the effective date of the Policy, the Board will determine on a case-by-case basis, following the District's documentation of such fences through a pond bank inspection, whether removal in accordance with Section 7 of the Policy or execution of a recorded variance agreement in substantially the form attached to the Policy is appropriate.
3. Third, other small encroachments into District easements (non-fence improvements that occupy a limited portion of the easement and do not materially impair the District's access or maintenance rights) remain eligible for variance approval through the application process described in the Policy, subject to the District Engineer's technical review and Board approval. In addition, the Association should be aware that no improvement of any kind may be installed within twenty (20) feet of the top of bank of

Trout Creek Community Development District
Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
Phone: 321-263-0132

any District pond or drainage feature, except in extraordinary circumstances pre-authorized by the District upon the recommendation of the District Engineer. When in doubt, the Association should consult with the District through its onsite management team prior to approving any improvements that enter District easement areas.

Given the overlap between the Association's architectural review authority under Article IV of the Declaration of Covenants, Conditions and Restrictions for Shearwater Homeowners Association, Inc. (the "**Declaration**") and the District's interests in protecting easement access, the Board respectfully requests that the Association decline to approve any application for a fence (or any other improvement) to be installed within a District easement.

Thank you for your time, consideration, and continued partnership in maintaining and enhancing the quality of life in Shearwater.

Sincerely,

Trout Creek Community Development District

cc: Wanda Gartman, LCAM (by email)
District Manager (by email)
District Counsel (by email)

Return to Agenda