TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

Agenda Package
Regular Meeting

Thursday
October 29, 2026
6:00 p.m.

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

Note: The Agenda 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

250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Trout Creek Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Trout Creek Community Development District is scheduled for **Thursday, October 29, 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

Board of Supervisors	**Staff**
Clint Wright, Chairman	Howard McGaffney, District Manager
Heather Loffredo, Vice Chairman	Jennifer Kilinski, District Counsel
Jim Breslin, Assistant Supervisor	Mike Yuro, District Engineer
Ronnie Murphy, Assistant Supervisor	Belynda Tharpe, General Manager
Vincent Sajkowski, Assistant Supervisor	Jessica Knutelsky, Assistant General Manager

Revised Meeting Agenda
(29-October-2026, 6:00PM)

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **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.

(Live streaming & previously recorded meetings can be found here - https://www.youtube.com/@TroutCreekCDD)

4. **Presentation of Proof of Notice(s)** — Exhibit 1 Pg. 7
5. **Resident Suspension Hearing –** ***Under Separate Cover***
6. **Presentations**
   A. Consideration of Northern Helm Agreement — Exhibit 2 Pgs. 9-34
   B. Tigris/Aquagentic: Status of Pond Maintenance
7. **Staff Reports**
   A. District Counsel
      1. Ratification of VerdeGo Settlement Agreement — Exhibit 3 Pgs. 36-37
   B. District Engineer — Exhibit 4 Pgs. 39-40

7. Staff Reports – continued

1. Updates
   - Outfall Structure Repair Project
   - Status of the Closeout of Any Code Violations Related to 16A — Exhibit 5, Pg. 42
   - Speed Limit Signs on Shearwater Pkwy. & 16A
   - Status on Developer Property Turnover
   - Permitting on Calcutta Crosswalk & Timberwolf Roundabout Crosswalks
2. Consideration of Crosswalk Proposals — Exhibit 6
   - Tigris – Rosemont Crosswalk - $122,640.00 — Exhibit 6A, Pgs. 45-47
   - Tigris – Shearwater Cart Crosswalk - $104,139.00 — Exhibit 6B, Pgs. 49-51
   - HEB Services, Inc. – Shearwater Cart Crosswalk - $47,510.00 — Exhibit 6C, Pg. 53
   - Vallencourt – Shearwater Cart Crosswalk - $58,282.20 — Exhibit 6D, Pgs. 55-56
3. Consideration of Timberwolf Tr. Road Transfer Work Authorization — Exhibit 7, Pg. 58

C. Landscape Maintenance Service Reports
1. Ruppert Landscape — Exhibit 8, Pgs. 60-63
2. Prestige Landscape — Exhibit 9, Pgs. 65-79

D. Pond Aquatics Service Reports – Tigris — Exhibit 10, Pgs. 81-165

E. General/Assistant Manager Reports — Exhibit 11, Pgs. 167-168
1. Consideration of Closing December 4th & 5th for Winterfest Special Event
2. September Café Square Category Sales Report — Exhibit 12, Pg. 170
3. September TCCDD Square Category Sales Report — Exhibit 13, Pg. 172
4. September Maintenance Report – *To Be Distributed* — Exhibit 14
5. September Lifestyle Summary Report — Exhibit 15, Pgs. 175-176
6. September Lifestyle P&L Report — Exhibit 16, Pgs. 178-179

F. District Manager
1. Update on FY 2026 Year End Financials & Budget Amendment Process

8. Business Items

A. Consideration of Amendment to District Rules, Policies, & Rates for Usage of All District Facilities – Amendment to Golf Cart Registration & Campaign Policy — Exhibit 17 Pgs. 181-219

B. Consideration of Audit Committee Meeting's Auditor Selection

9. Consent Agenda

A. Consideration for Approval – The Minutes of the Board of Supervisors Workshop Held on September 9, 2026 — Exhibit 18 Pgs. 221-223

B. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on September 24, 2026 — Exhibit 19 Pgs. 225-229

10. Discussion Topics

11. Supervisors' Requests

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

13. Next Meeting Quorum Check: November 18th at 5:30 PM

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 Sajkowski	☐ IN PERSON	☐ REMOTE	☐ NO

14. Adjournment

EXHIBIT 1

Ad Preview

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF CLOSED EXECUTIVE SESSION,
AUDIT COMMITTEE MEETING,
AND REGULAR BOARD MEETING

Notice is given that the Board of Supervisors (the **"Board"**) of the Trout Creek Community Development District (the **"District"**) will conduct a closed executive session, an audit committee meeting, and a regular Board meeting at **Kayak Club, 100 Kayak Way, St. Augustine, Florida 32092 on October 29, 2026, beginning at 5:00 p.m.** The closed executive session is expected to start at 5:00 p.m. The audit committee meeting is expected to start at 6:00 p.m., and the regular Board meeting is expected to start at approximately 6:00 p.m., or immediately after the conclusion of the District's audit committee meeting, whichever is later.

CLOSED EXECUTIVE SESSION

In accordance with Sections 119.071(3)(a) and 286.0113(1), Florida Statutes, the closed executive session will be closed to the public, as it relates to details of the District's security system plan. The closed session is expected to last approximately one (1) hour but may end earlier or extend longer.

AUDIT COMMITTEE MEETING

The audit committee will review, discuss, and establish the minimum qualifications and evaluation criteria that the District will use to solicit audit services. The audit committee meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the audit committee agenda may be obtained by contacting the District Manager, Howard McGaffney, c/o Vesta Property Services, Inc., at 250 International Parkway, Suite 208, Lake Mary, Florida 32746; Ph. (321) 263-0132 (**"District Manager's Office"**), by visiting the District's website at www.troutcreekcdd.com, or by emailing the District Manager at howard@cddmanagers.com.

REGULAR BOARD MEETING

At the conclusion of the audit committee meeting, the Board will hold a regular Board meeting to discuss any business that may come before the Board. A copy of the agenda may be obtained by contacting the District Manager, Howard McGaffney, c/o Vesta Property Services, Inc., at 250 International Parkway, Suite 208, Lake Mary, Florida 32746; Ph. (321) 263-0132, by visiting the District's website at www.troutcreekcdd.com, or by emailing the District Manager at howard@cddmanagers.com. The regular Board meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

MEETING INFORMATION

One or more Supervisors or District staff may participate in the closed executive session, audit committee meeting, and regular Board meeting by video conference or telephone conference, as authorized by Florida law. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Manager's Office at least three (3) business days before the applicable meeting by contacting the District Manager at howard@cddmanagers.com. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any action taken at any of the meetings noticed herein is advised that the person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Howard McGaffney
District Manager
Trout Creek Community Development District

Return to Agenda Pg. 1

EXHIBIT 2

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
Agenda Cover Sheet — Northern Helm Client Service Agreement
Board Meeting, October 29, 2026 | Prepared by District Counsel

What follows is a summary of the key business terms in the proposed Client Service Agreement with Northern Helm Solutions, LLC for the Harbor CMX app and ShearwaterCurrent.com platform, with staff's recommendation and the Board's options.

Services Provided

- Residents download the Harbor CMX app, select Shearwater Current, and pay a one-time fee in the app to register their community account.
- The ShearwaterCurrent.com platform and the app include calendars, notices, amenity information, resident groups and forums, community documents, photo galleries, maintenance submissions, and newsletters.
- Northern Helm hosts the platform and the ShearwaterCurrent.com domain. The District pays no monthly platform fee.
- Target go-live is yet to be determined and is subject to the District's written acceptance after testing.

Agreement Terms

- One (1) year initial term, renewing automatically each year. Either party may terminate for convenience on 30 days' written notice.
- Registration fee: up to $10.00, one time, per resident account:
  - Each resident who wants an account registers and pays separately (e.g., spouses with separate accounts each pay).
  - Northern Helm collects the fee in the app and splits it 50/50 (at $10, $5 to the District and $5 to Northern Helm), calculated on the gross fee with no deduction for processing or app-store fees.
  - No fee to download the app and no recurring or renewal account fee unless the parties sign an amendment.
- Merchandise and vendor sales: 90% of gross revenue Northern Helm receives from in-app merchandise stores and vendors to the District (10% to Northern Helm). In addition, Northern Helm collects a fixed Merchandise Fee per item sold in the app, split 50/50 between the District and Northern Helm, as follows:
  - Items priced up to $50: $2 per item
  - Items priced over $50 up to $150: $4 per item
  - Items priced over $150: $6 per item
- Advertising: 10% of Qualifying Advertising Revenue (as defined in the Agreement) to the District (90% to Northern Helm).
- All revenue shares are reported to the District quarterly and paid within 15 days after each quarter ends.
- No revenue is guaranteed. The registration fee may not be charged for access to official District content or the District's online payment portal.

Board Options Tonight

- Approve the Agreement in substantial form and authorize the Chair to execute the final version.
- Approve subject to Board-directed changes.

- Defer to a future meeting pending additional information requested by the Board
- Decline the Agreement and provide direction to staff.

CLIENT SERVICE

AGREEMENT PACKET

Harbor CMX Community Platform Services

Service Provider	Northern Helm Solutions, LLC, d/b/a The Current Collectives ("Northern Helm")
Client	Trout Creek Community Development District
Community	Shearwater community within the Trout Creek Community Development District, St. Johns County, Florida
Effective Date	November 1, 2026
Initial Term	1 year with recurring annual renewals

Packet Contents

- Client Service Agreement
- Exhibit A - Client and Commercial Terms
- Exhibit B - Scope of Services

CLIENT SERVICE AGREEMENT

This Client Service Agreement (this "Agreement") is entered into as of November 1, 2026 (the "Effective Date") by and between Northern Helm Solutions, LLC, a Florida limited liability company doing business as The Current Collectives ("Northern Helm"), and Trout Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("Client"). Northern Helm and Client may each be a "Party" and together the "Parties."

1. Agreement Structure and Order of Precedence

This Agreement includes its exhibits, schedules, and signed change orders. Exhibit A identifies the Client, community, term, fees, and commercial selections. Exhibit B describes the services, responsibilities, implementation approach, advertising framework, and revenue-share arrangements.

Order of precedence. If documents conflict, the following order applies unless a later signed amendment expressly states otherwise: (a) a signed amendment; (b) this Agreement; (c) Exhibit A; (d) Exhibit B; and (e) a signed change order, solely for the services addressed by that change order. Notwithstanding clauses (b) through (e), a Community-specific term expressly stated in Exhibit A or in Section 9 of Exhibit B controls over a conflicting general provision of this Agreement or Exhibit B.

2. Definitions

Defined Term	Meaning
Client Materials	Content, data, logos, photographs, documents, schedules, trademarks, and other materials supplied or authorized by Client.
Community	The residential community, district, association, or service area identified in Exhibit A.
Platform	The applicable Harbor CMX environment, community website, and enabled modules identified in Exhibit A or Exhibit B.
Services	The implementation, licensing, support, publication, content, and related services described in Exhibit B and any signed change order.
Third-Party Services	Hosting, website builders, payment providers, integrations, applications, or other products and services not owned by Northern Helm.

3. Services and Standard of Performance

Northern Helm will provide the Services materially in accordance with Exhibit B using commercially reasonable care and skill. The Parties acknowledge that the Platform will be implemented and improved through a phased roadmap and that functionality may depend on Client cooperation, technical readiness, and Third-Party Services.

No implied services. Services not expressly included in Exhibit B or a signed change order are outside scope.

4. Term, Renewal, and Termination

Initial term. The initial term begins on the Effective Date and continues for the period stated in Exhibit A, unless terminated earlier under this Agreement.

Renewal. The Agreement will renew for the renewal period stated in Exhibit A unless either Party gives written non-renewal notice within the notice period stated in Exhibit A.

Termination for convenience. Either Party may terminate this Agreement without cause by giving the advance written notice stated in Exhibit A.

Termination for cause. Either Party may terminate for a material breach that remains uncured thirty (30) days after written notice describing the breach. If a breach cannot reasonably be cured within thirty (30) days, the cure period may be extended by an additional thirty (30) days if the breaching Party begins cure promptly and diligently continues it.

5. Fees, Invoicing, and Taxes

Fees. Client will pay the fees stated in Exhibit A and any signed change orders. A $0.00 platform fee means the core Platform is provided without a licensing charge; it does not require Northern Helm to provide out-of-scope services or third-party purchases without charge.

Invoices and payment. Unless Exhibit A states otherwise, undisputed invoices are due within thirty (30) days after the invoice date. Client must notify Northern Helm of a good-faith invoice dispute within fifteen (15) days after receipt and timely pay the undisputed portion.

Online Payment Processing. Northern Helm will integrate, maintain, and support a payment portal on the Platform in compliance with section 501.171, Florida Statutes, and all other applicable law and data-security standards, that enables residents and users to register and pay for Client events and other Client-authorized purposes electronically via the Platform.

Payment portal requirements. The payment portal is intended to provide Client a method for accepting payment online consistent with section 215.322, Florida Statutes, as amended by chapter 2026-169, Laws of Florida. In providing the payment portal, Northern Helm must:

(a) use only a payment processor approved by Client in writing, and cause all payments made through the payment portal to settle directly into a merchant or depository account established in Client's name;

(b) not hold, commingle, offset, or deduct any amount from payments made to Client through the payment portal, which are public funds of Client and are not revenue subject to any revenue share under this Agreement;

(c) maintain, and cause its payment processor to maintain, compliance with the current Payment Card Industry Data Security Standard (PCI DSS); not store full card or bank account numbers on the Platform; and deliver to Client the applicable PCI DSS attestation of compliance upon execution of this Agreement and annually thereafter;

(d) not impose any convenience fee, surcharge, or other charge on Client or any payor unless approved in advance by Client in writing and permitted by section 215.322, Florida Statutes;

(e) provide Client transaction-level reports sufficient for Client's District Manager, or an authorized representative assigned by the District Manager, to reconcile each deposit, and process refunds, voids, and chargebacks only as directed by Client; and

(f) not accept live payments until Client confirms in writing that the merchant account, processor approval, PCI DSS documentation, and reconciliation process are in place.

The payment portal is part of the Services, and Northern Helm will not charge Client any fee for it other than payment-processor fees approved by Client in writing.

Taxes. Fees exclude applicable sales, use, excise, or similar taxes. Client will provide Northern Helm with a valid tax-exemption certificate upon request. Northern Helm will not charge or collect taxes from which Client is exempt, provided Client has furnished a valid exemption certificate.

Expenses. Reasonable out-of-pocket expenses and approved Third-Party Service costs may be invoiced to Client only with prior written authorization from an authorized Client representative identifying the estimated amount. Northern Helm will provide reasonable supporting documentation with each expense invoice.

No unilateral modification. Fees and commercial terms may be changed only by a writing signed by authorized representatives of both Parties.

Annual appropriation. Client is a Florida special district whose payment obligations are payable solely from funds lawfully appropriated by its Board of Supervisors for each fiscal year. Client's obligations beyond the current fiscal year are contingent upon annual appropriation. If sufficient funds are not appropriated for any fiscal year, Client may terminate this Agreement effective September 30 of the then-current fiscal year upon written notice, without penalty, termination charge, or further obligation other than payment for Services properly performed through the termination date. This Agreement does not constitute a general obligation, debt, or pledge of the faith, credit, or taxing power of Client.

Prompt payment. Payment of undisputed invoices is governed by the Local Government Prompt Payment Act, sections 218.70 through 218.80, Florida Statutes ("Act"). To the extent any payment or invoice-dispute provision of this Agreement conflicts with that Act, the Act controls.

Additional services and enhancements. Advanced features, premium modules, white labeling, custom domains, custom development, integrations, expanded support, Third-Party Services, and any other services or deliverables not expressly included in Exhibit B are outside the standard scope of Services and may require additional fees. Northern Helm will not perform or charge Client for such services unless the Parties first agree in writing to the applicable scope, responsibilities, fees, payment terms, and implementation schedule through a mutually executed addendum, amendment, or change order. Client's continued use of the Platform or participation in operational discussions will not, by itself, constitute approval of additional fees.

6. Advertising and Revenue Sharing

Advertising and revenue sharing will be governed exclusively by the applicable selections and definitions in Exhibits A and B.

No guaranteed revenue. Northern Helm does not guarantee advertising sales, sponsor participation, resident adoption, website traffic, or any minimum revenue-share payment.

7. Client Responsibilities

Client will:

- designate authorized contacts who may provide instructions and approvals;
- provide accurate, timely, and legally usable Client Materials, schedules, decisions, and corrections;
- review deliverables and provide consolidated feedback within mutually reasonable timeframes;
- obtain permissions, consents, and rights necessary for Northern Helm to use Client Materials;
- support reasonable awareness of the Platform through official communication channels available to Client;
- avoid knowingly directing Northern Helm to publish unlawful, misleading, infringing, or unauthorized content; and
- cooperate in good faith with implementation, platform adoption, and community communication planning.

Effect of delay. Northern Helm is not responsible for delays, defects, or missed planning targets caused by incomplete, inaccurate, untimely, or conflicting Client instructions, materials, approvals, or access.

8. Development Roadmap and Change Control

Roadmap and product decisions. Northern Helm retains authority over the Platform roadmap and all product, feature, design, development, prioritization, sequencing, technology, and release decisions. Client may provide operational information, requests, suggestions, or feedback, and Northern Helm will give good-faith consideration to such input, but final product decisions remain with Northern Helm. Northern Helm will consult with Client before

implementing material changes that would substantially alter Client's use of the Platform for Community purposes. Unless expressly identified as binding in a signed writing, roadmap dates, features, and release targets are good-faith planning estimates and may be modified by Northern Helm.

Changes. A material change affecting scope, fees, timing, responsibilities, or commercial terms must be documented in a signed change order or amendment before implementation.

9. Support, Maintenance, and Platform Changes

Support. Northern Helm will provide the support described in Exhibit B during its normal business operations. The Parties may identify additional support contacts and escalation procedures.

Maintenance. Northern Helm may perform maintenance, security updates, remediation, and platform improvements. Northern Helm will use reasonable efforts to minimize material service disruption.

Platform evolution. Northern Helm may modify the Platform's design, workflows, or underlying technology provided the modification does not materially diminish or eliminate the core Services purchased by Client. Northern Helm will provide Client with reasonable advance notice of material Platform changes.

No service-level guarantee. Unless a signed service-level schedule states otherwise, Northern Helm does not guarantee uninterrupted or error-free availability or a particular response or resolution time. Notwithstanding the foregoing, Northern Helm will use commercially reasonable efforts to maintain Platform availability of at least 99.5% measured monthly, excluding scheduled maintenance windows communicated to Client with at least twenty-four (24) hours' advance notice. If the Platform is materially unavailable for more than seventy-two (72) consecutive hours due to causes within Northern Helm's reasonable control, Client may terminate this Agreement upon written notice.

10. License and Intellectual Property

Northern Helm technology. Northern Helm and its licensors retain all right, title, and interest in the Platform, Harbor CMX, software, architecture, templates, workflows, documentation, know-how, improvements, analytics methods, and related intellectual property.

Client license. During the Term, Northern Helm grants Client a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform solely for the Community and purposes described in this Agreement.

Restrictions. Client will not copy, sell, sublicense, reverse engineer, scrape, circumvent access controls, create derivative competing technology from, or permit unauthorized access to the Platform, except where applicable law expressly prohibits a restriction.

Feedback. Client may provide suggestions and feedback. Northern Helm may incorporate non-confidential feedback into the Platform and its products and services without additional payment, provided it does not identify Client or disclose Client's Confidential Information. Nothing in this paragraph transfers ownership of Client's intellectual property to Northern Helm.

11. Client Materials and Permitted Use

License to Northern Helm. Client grants Northern Helm a non-exclusive, royalty-free license during the Term to host, reproduce, display, format, adapt, distribute, and otherwise use Client Materials as reasonably necessary to provide and support the Services for the Community.

Client name and Community names. Notwithstanding Section 2 and the license granted above, Client grants no trademark, service mark, trade name, fictitious name, domain-name, or other proprietary right in Client's legal name, the name "Shearwater," or any community, subdivision, neighborhood, or project name, logo, or mark associated with the Community (each, a "Community Name"). Northern Helm acknowledges that a Community Name may be owned or controlled by a developer, homebuilder, property owners' association, or other third party and not by Client, and

that Client makes no representation that it owns or may license any Community Name. Northern Helm may use Client's legal name only to identify Client as the source of Official District Content and as permitted under "Portfolio use" below. Northern Helm is solely responsible for obtaining any permission required from the owner of a Community Name, and will not register or apply to register any trademark, trade name, fictitious name, domain name, application name, or social-media identifier that contains Client's legal name or a Community Name without Client's prior written consent. Northern Helm will promptly stop using a Community Name upon termination of this Agreement or upon written notice from Client or the owner of that name.

Client assurances. Client represents that, to its knowledge, it has all rights and permissions needed for the authorized use of Client Materials and that the materials and instructions it provides do not violate law or third-party rights. This representation does not extend to any Community Name. Client will promptly notify Northern Helm if Client becomes aware that any Client Material may infringe or violate a third party's intellectual-property rights.

Portfolio use. Northern Helm may identify Client as a customer and display Client's name and logo (only to the extent Client owns the logo) in Northern Helm's portfolio materials, provided Client may withdraw this permission upon thirty (30) days' written notice. Use of Client testimonials requires Client's prior written approval.

Ownership. Client retains ownership of Client Materials. For clarity, Client Materials do not include Northern Helm Branded Assets, Platform technology, Northern Helm proprietary software, templates, or design systems, solely because they reference or are used in connection with the Community. However, content created by Northern Helm that is substantially derived from Client-provided information and specific to the Community (such as community newsletters, event descriptions, and facility information) will be deemed Client Materials for purposes of this Agreement.

12. Content, Editorial Control, and Acceptable Use

Editorial and layout control. Northern Helm may determine the final formatting, organization, placement, and technical presentation of Platform content and advertising while using reasonable efforts to honor Client branding and approved requirements.

Content removal. Northern Helm may decline, suspend, or remove content that it reasonably believes is unlawful, infringing, unsafe, misleading, technically harmful, inconsistent with Platform standards, or likely to expose either Party to liability.

Official District Content. Notwithstanding the preceding paragraphs, Northern Helm will not edit, remove, suspend, relocate, or decline to publish any meeting notice, agenda, budget, audit, rule, policy, or other information that Client designates as official District content or that Client must post on its official website under section 189.069, Florida Statutes, or other law (collectively, "Official District Content"), without Client's prior written consent, except to temporarily disable content that presents an immediate security threat, in which case Northern Helm will notify Client the same business day and restore the content as soon as practicable. Northern Helm will publish Official District Content supplied by Client within one (1) business day after receipt, or sooner if needed to meet a posting deadline that Client identifies.

Advertising standards. Advertising, sponsored placements, and Current Recommends designations must not state or imply that Client endorses any business, product, service, candidate, or cause; must not promote any candidate, political committee, or ballot measure; and must not appear within or alongside Official District Content in a manner that a reasonable viewer could confuse with a Client communication. Upon Client's written request, Northern Helm will promptly remove any advertisement that Client reasonably determines is inconsistent with this paragraph or with Client's governmental obligations.

Community moderation. Unless expressly included in Exhibit B, Northern Helm does not guarantee moderation of independent social-media pages, resident conduct, or third-party communications.

Current Recommends. Northern Helm retains editorial control over Current Recommends designations within the Complete Business Index.

Publication partnerships. Northern Helm may establish, maintain, modify, or discontinue editorial, promotional, content-sharing, distribution, advertising, sponsorship, or other collaborative relationships with local or regional print and digital publications. Northern Helm retains sole discretion regarding the selection of publication partners, content placement, editorial format, distribution strategy, commercial terms, and duration of any collaboration. Northern Helm may repurpose or distribute Northern Helm-created content through such collaborations and may use Client Materials only within the scope of the license granted under this Agreement and with prior written notice to Client identifying the publication partner. Client may object in writing within ten (10) business days if a proposed use of Client Materials is inconsistent with Client's governmental obligations, and Northern Helm will not use Client Materials through that partnership unless the objection is resolved. No publication collaboration creates an exclusive relationship, guarantees Client or Community coverage, obligates Northern Helm to incur unreimbursed third-party costs, or grants Client approval or veto rights over Northern Helm's publication partnerships that do not involve Client Materials. Any revenue attributable to the Community will be treated in accordance with the advertising and revenue-sharing provisions of this Agreement.

13. Confidentiality

Confidential Information. "Confidential Information" means nonpublic business, technical, financial, security, customer, and strategic information disclosed by one Party ("Discloser") to the other ("Recipient") that is marked confidential or reasonably should be understood as confidential.

Protection and use. Recipient will use Confidential Information only to perform or exercise rights under this Agreement, protect it with at least reasonable care, and disclose it only to personnel, contractors, advisors, and service providers who need to know and are bound by confidentiality duties. Notwithstanding any provision of this Agreement, Client's obligations under this paragraph are subject to the requirements of Chapter 119, Florida Statutes (the Florida Public Records Act), and Client will not be deemed in breach of this Agreement for disclosures required by applicable public-records law.

Exclusions. Confidential Information does not include information Recipient can document was already lawfully known, becomes public without breach, is received lawfully without duty, or is independently developed without use of the Discloser's information.

Required disclosure. Recipient may disclose information when legally required after providing prompt notice, if permitted, and reasonable assistance at Discloser's expense.

Duration. Confidentiality obligations continue for three (3) years after disclosure; trade-secret obligations continue while the information remains a trade secret under applicable law.

14. Data, Privacy, and Security

Compliance. Each Party will comply with privacy and data-protection laws applicable to its own activities under this Agreement.

Client data. Client is responsible for determining what personal information it is authorized to provide or direct Northern Helm to process. Northern Helm will use personal information only as reasonably necessary to provide and secure the Services or as required by law. Northern Helm will not sell, rent, or disclose personal information of residents or other users obtained through the Platform, or use that information for advertising targeting or any purpose unrelated to the Services, except as required by law or with Client's prior written consent.

Security. Northern Helm will maintain commercially reasonable administrative, technical, and organizational safeguards appropriate to the nature of information it processes.

Security incidents. Northern Helm must notify Client's designated contact in writing without unreasonable delay, and in no event more than forty-eight (48) hours, after Northern Helm discovers any unauthorized access to, acquisition of, use of, or disclosure of Client Materials or personal information in Northern Helm's possession or control. Northern Helm must provide Client with the information reasonably necessary for Client to satisfy its obligations under section

501.171, Florida Statutes, and other applicable law, must cooperate with Client's investigation and any required notifications, and must remediate the incident at its own cost to the extent the incident resulted from Northern Helm's acts, omissions, personnel, or systems. Northern Helm may not notify affected individuals, the media, or any regulator concerning an incident involving Client Materials without first coordinating with Client, except where notice is independently required of Northern Helm by law.

Additional terms. If the Services require regulated, sensitive, or materially expanded data processing, the Parties will execute an appropriate data-processing or security addendum before that processing begins.

Aggregated information. Northern Helm may use de-identified and aggregated usage information to operate, secure, analyze, and improve its products and services, provided the information does not identify Client or an individual.

15. Third-Party Services

The Platform may use or link to Third-Party Services. Northern Helm will use commercially reasonable efforts to select Third-Party Services that are suitable for the intended purpose and maintain reasonable security practices. However, Northern Helm is not responsible for third-party terms, pricing, availability, changes, or performance beyond Northern Helm’s reasonable control. Client's use of Third-Party Services may be governed by separate terms. Northern Helm will not purchase a chargeable Third-Party Service for Client without Client's prior written authorization.

16. Representations and Warranties

Mutual authority. Each Party represents that it is duly organized, has authority to enter into this Agreement, and that the signer is authorized to bind it.

Service warranty. Northern Helm warrants that it will perform the Services in a professional and workmanlike manner. If Services fail to conform to this warranty, Client will provide written notice describing the nonconformity within thirty (30) days after discovery, and Northern Helm will re-perform the nonconforming Services at no additional cost. If Northern Helm fails to cure the nonconformity within thirty (30) days after notice, Client will be entitled to a proportional credit or refund of fees paid for the nonconforming Services.

17. Disclaimers

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” NORTHERN HELM DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NORTHERN HELM DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION, RESULTS FROM ADVERTISING, RESIDENT ADOPTION, OR THE ACCURACY OF CLIENT OR THIRD-PARTY CONTENT.

18. Indemnification

By Client. To the extent permitted by law, Client will defend, indemnify, and hold harmless Northern Helm and its affiliates, personnel, and contractors from third-party claims, damages, judgments, penalties, and reasonable attorneys' fees to the extent arising from (a) Client Materials that infringe a third party’s intellectual-property rights where Client knew or reasonably should have known of the infringement, (b) Client instructions that direct Northern Helm to act in violation of applicable law, (c) Client's material breach of this Agreement, or (d) Client's use of the Platform outside the scope of the license granted herein.

By Northern Helm. Northern Helm will defend, indemnify, and hold harmless Client from third-party claims alleging that Northern Helm's proprietary Platform, when used as authorized, infringes a United States patent, copyright, trademark, or trade secret. Northern Helm may, at its option, modify or replace the affected element or obtain continued-use rights. If neither option is commercially practicable, Northern Helm may terminate the affected Service and refund prepaid unused fees for the terminated Service, provided Northern Helm first provides Client with a reasonable transition period of not less than ninety (90) days.

Payment portal and Client funds. Northern Helm will also defend, indemnify, and hold harmless Client from third-party claims, damages, judgments, penalties, fines (including card-brand and processor fines and assessments), and reasonable attorneys' fees to the extent arising from (a) Northern Helm's breach of the Online Payment Processing or Payment portal requirements provisions of Section 5 or of Section 14; (b) a security incident involving the payment portal or personal information in Northern Helm's possession or control; or (c) Northern Helm's failure to remit or properly safeguard any funds belonging to Client.

Exclusions. Northern Helm has no obligation under the preceding infringement indemnity for claims arising from Client Materials, Third-Party Services, unauthorized use, modifications not made by Northern Helm, combinations not supplied by Northern Helm, or continued use after notice of alleged infringement.

Procedure. The indemnified Party must promptly notify the indemnifying Party, allow it to control the defense and settlement, and provide reasonable cooperation. No settlement may admit fault by or impose nonmonetary obligations on the indemnified Party without its consent.

No waiver of sovereign immunity. Client is a Florida special district. Nothing in this Agreement constitutes or may be construed as a waiver of Client's sovereign immunity or of any other defense, immunity, limitation of liability, or statutory cap available to Client under section 768.28, Florida Statutes, or other law. Client's obligations under this Section, and any obligation of Client to defend, indemnify, hold harmless, or pay damages, penalties, costs, or attorneys' fees under this Agreement, are limited to the extent permitted by section 768.28, Florida Statutes, are subject to the monetary limitations stated in that section, and are subject to the annual appropriation of funds by Client's Board of Supervisors. This Agreement creates no rights in, and confers no benefit on, any person who is not a Party.

Accessibility claims. Northern Helm’s obligations concerning digital-accessibility claims are limited to the obligations and exclusions expressly stated in Section 21.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, ARISING FROM THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY. EXCEPT FOR PAYMENT OBLIGATIONS (INCLUDING NORTHERN HELM'S OBLIGATION TO REMIT REVENUE SHARES AND ANY FUNDS BELONGING TO CLIENT), CONFIDENTIALITY BREACHES, INTELLECTUAL-PROPERTY MISUSE, INDEMNIFICATION OBLIGATIONS, FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, EACH PARTY'S AGGREGATE LIABILITY WILL NOT EXCEED THE GREATER OF (A) FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY OR (B) ONE MILLION DOLLARS ($1,000,000).

20. Insurance

Each Party will maintain insurance reasonably appropriate to its business and obligations. Northern Helm will maintain, at minimum, commercial general liability, professional liability (errors and omissions), technology/cyber liability, workers’ compensation (as required by law), and automobile liability insurance in amounts no less than those stated in Exhibit A. Northern Helm will name Client as an additional insured on its commercial general liability policy and provide certificates of insurance upon execution and annually thereafter. Upon reasonable written request, a Party will provide evidence of applicable coverage. Northern Helm's commercial general liability policy will be primary and non-contributory as to Client, and each required policy will be issued by an insurer authorized to do business in Florida. Northern Helm will give Client at least thirty (30) days' prior written notice of cancellation or non-renewal of any required policy.

21. Compliance with Laws

Each Party will comply with laws applicable to its own performance. Client remains responsible for official public records, meeting notices, accessibility decisions, community-governance obligations, and regulated communications unless Exhibit B expressly assigns a specific task to Northern Helm.

Public records. Northern Helm is acting on behalf of Client, a Florida public agency, and must comply with section 119.0701, Florida Statutes. Northern Helm must: (a) keep and maintain public records required by Client to perform the Services; (b) upon request from Client's custodian of public records, provide Client with a copy of the requested public records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public-records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if Northern Helm does not transfer the records to Client; and (d) upon completion of this Agreement, transfer, at no cost, to Client all public records in Northern Helm's possession, or keep and maintain public records required by Client to perform the Services. If Northern Helm transfers all public records to Client upon completion of this Agreement, Northern Helm must destroy any duplicate public records that are exempt or confidential and exempt from public-records disclosure requirements. If Northern Helm keeps and maintains public records upon completion of this Agreement, Northern Helm must meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.

Northern Helm's failure to comply with this paragraph is grounds for Client's immediate unilateral termination of this Agreement upon written notice.

IF NORTHERN HELM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NORTHERN HELM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT HOWARD MCGAFFNEY, DISTRICT MANAGER, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746, (904) 386-0186, HOWARD@CDDMANAGERS.COM.

Digital accessibility. To the extent Northern Helm develops, controls, or materially modifies the public-facing components of the Platform, Northern Helm will use commercially reasonable efforts to maintain those components in substantial conformance with the Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA and applicable provisions of the Americans with Disabilities Act. Northern Helm will also use commercially reasonable efforts to select Third-Party Services that conform to WCAG 2.1 Level AA and will promptly notify Client of any known material accessibility deficiencies in Third-Party Services integrated into the Platform. Upon receiving written notice identifying a reproducible accessibility issue within a component controlled by Northern Helm, Northern Helm will evaluate the issue promptly and, where technically feasible, correct the issue within forty-eight (48) hours. If correction within forty-eight (48) hours is not technically feasible, Northern Helm will provide a reasonable temporary accommodation or remediation plan and will diligently pursue a permanent correction.

Northern Helm will defend, indemnify, and hold harmless Client from third-party claims, damages, judgments, penalties, and reasonable attorneys' fees to the extent directly resulting from Northern Helm's material failure to satisfy the obligations expressly stated in this paragraph. This obligation does not apply to accessibility issues caused by Client Materials, Client instructions, content or functionality supplied by Client, modifications not made or authorized by Northern Helm, or Client's continued use after Northern Helm provides a compliant replacement, correction, or reasonable accommodation. For Third-Party Services that Northern Helm selected, procured, or integrated into the Platform without Client's specific written direction to use that particular service, Northern Helm's indemnification obligation under this paragraph will apply to the extent the accessibility deficiency results from

Northern Helm's failure to use commercially reasonable efforts to select an accessible alternative. The procedures in Section 18 apply to any claim under this paragraph.

Scrutinized companies. To the extent applicable under section 287.135, Florida Statutes, Northern Helm certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or the Scrutinized Companies or Other Entities that Boycott Israel List; is not engaged in a boycott of Israel; and does not engage in business operations in Cuba or Syria. Northern Helm will promptly notify Client if any representation made under this paragraph becomes materially inaccurate during the Term. Client may exercise any termination right expressly provided by section 287.135, Florida Statutes, if Northern Helm submits a false certification or becomes subject to a statutory condition authorizing termination. Client may also terminate this Agreement at its option if Northern Helm is placed on the Scrutinized Companies or Other Entities that Boycott Israel List, engages in a boycott of Israel, or has submitted a false certification under this paragraph.

Public entity crimes. Northern Helm certifies that neither Northern Helm nor any of its affiliates, principals, or officers has been placed on the convicted-vendor list maintained under section 287.133, Florida Statutes, and that Northern Helm is not otherwise disqualified from transacting business with a public entity under that section. Northern Helm must notify Client in writing within thirty (30) days after any change in this certification.

Foreign influence. To the extent applicable under section 286.101, Florida Statutes, Northern Helm certifies that it is in compliance with the disclosure requirements of that section concerning gifts and agreements with foreign countries of concern, and will submit any required disclosure to Client and the Florida Department of Financial Services. Northern Helm must notify Client within thirty (30) days after any event requiring disclosure.

Foreign countries of concern; personal identifying information. Northern Helm certifies that it does not meet any of the criteria in section 287.138(2)(a)-(c), Florida Statutes. Because the Services give Northern Helm access to individuals' personal identifying information, Northern Helm will deliver to Client, upon execution of this Agreement and upon any extension or renewal of this Agreement, an affidavit signed under penalty of perjury by an officer or representative of Northern Helm attesting that Northern Helm does not meet any of those criteria, as required by section 287.138(4), Florida Statutes.

Anti-human-trafficking certification. When this Agreement is executed, renewed, or extended with a Florida governmental entity, Northern Helm certifies that neither Northern Helm nor its principals use coercion for labor or services, as "coercion," "labor," and "services" are defined in section 787.06, Florida Statutes. Northern Helm will provide Client with an affidavit signed under penalty of perjury by an authorized officer or representative attesting that Northern Helm does not use coercion for labor or services. The affidavit will be executed in the form required by applicable law and delivered upon execution, renewal, or extension of this Agreement.

E-Verify. Northern Helm must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work-authorization status of all newly hired employees, as required by section 448.095, Florida Statutes. Northern Helm must obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, must maintain a copy of each affidavit for the duration of this Agreement, and must provide evidence of compliance upon Client's request. Northern Helm must also require each of its subcontractors to register with and use the E-Verify system. If Client has a good-faith belief that Northern Helm has knowingly violated section 448.09(1), Florida Statutes, Client must terminate this Agreement. Termination on this ground is not a breach of contract by Client and may not be considered as such.

22. Relationship, Non-Solicitation, Non-Disparagement, and Competitive Proposals

Independent contractors. The Parties are independent contractors. This Agreement does not create a partnership, joint venture, fiduciary relationship, employment relationship, franchise, or agency.

Non-solicitation. During the Term and for twelve (12) months thereafter, neither Party will knowingly solicit for employment an employee of the other who was materially involved in the Services, except through general solicitations not targeted at that employee. This does not restrict hiring a person who independently applies or is referred without targeted solicitation.

Mutual non-disparagement. During the Term and for two (2) years thereafter, neither Party, through its authorized officers, directors, employees, or representatives acting on its behalf, will knowingly make or publish a false, misleading, or malicious statement concerning the other Party or its products, services, leadership, personnel, or business practices that is reasonably likely to damage the other Party's reputation or commercial relationships. This provision does not prohibit truthful statements; good-faith communications made to enforce or defend legal or contractual rights; confidential communications with attorneys, accountants, insurers, auditors, or other professional advisors; testimony or disclosures required by law; reports to governmental, regulatory, or law-enforcement authorities; statements made during public meetings or in response to public-records requests under Florida law; or statements otherwise protected by applicable law. Nothing in this provision requires either Party to make a positive statement or prevents either Party from declining to comment.

Right to discuss competing proposals. Client will give Northern Helm notice and a reasonable opportunity to discuss or propose alternative terms before Client engages another provider for substantially similar community-platform services, except where Client is conducting a procurement process required by applicable law. This clause does not require Client to accept Northern Helm's proposal or delay any legally required procurement process.

23. Effects of Termination

Accrued rights. Termination does not affect rights or payment obligations accrued before termination.

Access and transition. Upon termination, Northern Helm will provide Client a transition period of not less than sixty (60) days, or any longer period the Parties agree to in writing, during which Client's access continues for the purpose of exporting Client Materials and Official District Content. If the Platform hosts Client's official website, Northern Helm will keep Official District Content publicly available, or redirect visitors to Client's successor website, throughout the transition period so that Client's required website postings are not interrupted. During the transition period, Client will have the right to export all Client Materials in a standard, machine-readable format through available reporting tools or other reasonable means. Northern Helm will provide reasonable cooperation and assistance with data export at no additional charge. Requests for data-migration assistance beyond standard export may be subject to a mutually agreed fee.

Deletion and retention. Northern Helm may delete Client Materials after 90 days following termination, except where retention is required by law, backup practices, security needs, or dispute preservation. Notwithstanding the foregoing, Northern Helm will not delete any Client Materials that constitute public records under Chapter 119, Florida Statutes, until Client has confirmed in writing that all applicable retention periods established under Florida law (including General Records Schedules published by the Division of Library and Information Services) have been satisfied or that Client has exported or otherwise preserved the records. Northern Helm will cooperate with Client to identify and preserve such records prior to any deletion.

Survival. Provisions concerning payment, ownership, confidentiality, data, disclaimers, indemnification, liability, dispute resolution, and other terms intended by their nature to survive will survive termination.

Northern Helm Branded Assets. As between the Parties, Northern Helm retains all right, title, and interest in and to: (a) any domain name, subdomain, social-media identifier, application name, or digital property containing, incorporating, or derived from Northern Helm's name, The Current Collectives, Harbor CMX, or any other Northern Helm registered trademark, trade name, brand, or proprietary designation (excluding generic uses of the word "current" unrelated to Northern Helm's branding); provided, however, that Northern Helm acquires no right in Client's legal name or any Community Name by including it in any such domain name, subdomain, identifier, or application name, and any use of Client's legal name or a Community Name remains subject to Section 11; (b) the Platform and any Northern Helm-branded website or mobile application, including its source code, object code, architecture, design system, interfaces, workflows, functionality, software builds, application-store materials, templates, and associated technology; and (c) original editorial, promotional, photographic, graphic, audiovisual, and website content created by Northern Helm, excluding identifiable Client Materials and third-party materials. Client will retain a perpetual, non-exclusive, royalty-free license to use and reproduce any content described in clause (c) that was

created specifically for and about the Community, solely for Client's governmental and community-communication purposes.

No Northern Helm Branded Asset will be deemed a work made for hire or transferred to Client unless Northern Helm expressly assigns that asset in a separate writing signed by an authorized Northern Helm representative. Notwithstanding the foregoing, community-specific content, photographs, and materials created by Northern Helm at Client's direction and expense that are not generic Platform templates or Northern Helm proprietary technology will be subject to the perpetual license granted above in this Section 23. Client receives only the limited license expressly granted under this Agreement. Client's ownership of Client Materials does not grant Client any ownership interest in the Platform, a Northern Helm-branded domain, Northern Helm-created content, or a Northern Helm mobile application.

Client domains. Any domain name that consists of Client's legal name or that serves as Client's official website under section 189.069, Florida Statutes, is and remains Client's property, will be registered in Client's name or transferred to Client upon request, and is not a Northern Helm Branded Asset.

24. Force Majeure and Excused Delay

Neither Party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, severe weather, epidemic, war, terrorism, civil disturbance, labor disruption, governmental action, utility or internet failure, cyberattack not caused by failure to use reasonable safeguards, vendor outage, or Third-Party Service interruption. The affected Party will use reasonable efforts to mitigate and resume performance.

25. Dispute Resolution; Governing Law

Good-faith escalation. Before filing a claim, authorized representatives will meet and attempt in good faith to resolve the dispute. This does not prevent either Party from seeking urgent injunctive or equitable relief.

Governing law. This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law rules.

Venue. The state courts located in St. Johns County, Florida, will have exclusive jurisdiction, except that any action within the jurisdiction of the federal courts must be brought in the United States District Court for the Middle District of Florida, Jacksonville Division, and each Party consents to personal jurisdiction and venue there.

Attorneys' fees. In any litigation, arbitration, or other proceeding arising out of or relating to this Agreement, the substantially prevailing Party will be entitled to recover its reasonable attorneys' fees and costs from the other Party.

26. Notices

Legal notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail with return receipt, or email with confirmation of receipt, to the notice contacts in Exhibit A. A Party may update its notice information by written notice.

Except as otherwise provided in this Agreement, a notice is deemed received only upon actual delivery at the address set forth in Exhibit A. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day are deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period is extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government are not business days. Counsel for the Client and counsel for Northern Helm may deliver notice on behalf of the Client and Northern Helm.

27. Miscellaneous

Assignment. Except as otherwise provided in this paragraph, neither Party may assign this Agreement without the other's prior written consent, not to be unreasonably withheld. Northern Helm may not assign this Agreement in connection with a merger, reorganization, sale of substantially all assets, or change of control without Client's prior written consent, not to be unreasonably withheld; Client may terminate this Agreement upon sixty (60) days' written

notice if consent is withheld. Client may assign this Agreement without Northern Helm's consent in connection with a governmental reorganization, merger, or consolidation under Florida law, provided the successor entity assumes Client's obligations.

Entire agreement. This Agreement is the entire agreement concerning its subject matter and supersedes prior or contemporaneous proposals, discussions, and understandings on that subject.

Amendments and waiver. An amendment or waiver must be in writing and signed by authorized representatives of each Party. A delay or failure to enforce a right is not a waiver.

Severability. If a provision is unenforceable, it will be modified to the minimum extent necessary to be enforceable, and the remaining provisions will continue.

No third-party beneficiaries. This Agreement benefits only the Parties and their permitted successors and assigns.

Counterparts and electronic signatures. The Parties may sign in counterparts and electronically; each counterpart is deemed an original and together they form one instrument.

Headings and construction. Headings are for convenience only. "Including" means "including without limitation." The Agreement will be construed fairly and not against either Party as drafter.

[Signatures on following page.]

Signatures

The Parties have executed this Agreement through their duly authorized representatives.

NORTHERN HELM SOLUTIONS, LLC	TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
By: _____	By: _____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____

EXHIBIT A

CLIENT AND COMMERCIAL TERMS

Commercial Field	Selected Term
Client Legal Name	Trout Creek Community Development District
Entity Type / State	An independent local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, and established by Ordinance No. 2014-44 of the Board of County Commissioners of St. Johns County, Florida
Community	Shearwater community within the Trout Creek Community Development District, St. Johns County, Florida
Platform URL	ShearwaterCurrent.com
Effective Date	November 1, 2026
Initial Term	1 year
Renewal Term	Automatic successive one (1)-year renewal terms, subject to the Non-Renewal Notice and Convenience Termination Notice below. Notwithstanding Section 4 of the Agreement, Client may terminate this Agreement upon written notice if Northern Helm fails to cure a material breach within five (5) business days after Client's written notice of the breach.
Non-Renewal Notice	60 days before term expiration
Convenience Termination Notice	30 days
Monthly Platform Fee	$0.00
Payment Terms	Within 30 days after receipt of a proper invoice
Revenue-Share Percentage - Advertising	10% of Qualifying Advertising Revenue
Revenue-Share - App Registration	50% of Registration Fees (as defined in Section 9 of Exhibit B)
Revenue-Share - Merchandise Fees	50% of Merchandise Fees (as defined in Section 9 of Exhibit B)
Reporting Frequency	Quarterly (calendar quarters), for all revenue-share streams

Commercial Field	Selected Term
Revenue-Share Payment Timing	Within 15 days after reporting-period end, for all revenue-share streams
Portfolio Logo Use	PERMITTED
Insurance Requirements	$1 million professional liability (errors & omissions), $1 million commercial general liability (per occurrence), $1 million technology/cyber liability (including network security, privacy, and payment-card liability), Comprehensive Automobile Liability insurance for all vehicles used by Northern Helm's personnel, whether owned or hired, with a combined single limit of $1,000,000.00 Statutory workers' compensation
Post-Termination Data Request Period	90 days

Authorized Operational Contacts

Northern Helm Contact	Victoria Abolafia, CX, Victoria@northernhelm.co, 561-859-1192
District Manager	Howard McGaffney, District Manager, howard@cddmanagers.com; 904-386-0186
Onsite General Management Contact	Belynda Tharpe, General Manager, Belynda.tharpe@fsresidential.com; 904-342-3739
District's Legal Counsel	Jennifer Kilinski, District Counsel, jennifer@cddlawyers.com; 877-350-0372

Legal Notice Information

Northern Helm	95 Wild Sage Drive, St. Johns, Florida 32259; northernhelmsolutions@gmail.com
Client	Trout Creek Community Development District, c/o 250 International Parkway, Suite 208, Lake Mary, Florida 32746; howard@cddmanagers.com; with a copy to District Counsel at jennifer@cddlawyers.com

Communities Covered

1. Trout Creek Community Development District

Exhibit A Acceptance

By signing below, the Parties agree that this Exhibit A is incorporated into the Agreement.

NORTHERN HELM SOLUTIONS, LLC	TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
By: _____	By: _____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____

EXHIBIT B

SCOPE OF SERVICES

Service Provider	Northern Helm Solutions, LLC, d/b/a The Current Collectives ("Northern Helm")
Client	Trout Creek Community Development District ("Client")
Community	Shearwater community within the Trout Creek Community Development District, St. Johns County, Florida
Community Platform	ShearwaterCurrent.com and the applicable Harbor CMX environment (the "Platform")
Effective Date	November 1, 2026

Relationship to Agreement. This Exhibit B is incorporated into the Client Service Agreement between Northern Helm and Client. Capitalized terms not defined here have the meanings stated in the Agreement.

1. Purpose and Service Objective

Northern Helm will provide and support a community-focused digital platform designed to consolidate official community information, programs, events, resources, resident engagement opportunities, and local business information. Services will be delivered through a phased implementation roadmap and may evolve based on Northern Helm's product strategy and priorities, technical readiness, third-party dependencies, and any scope changes documented in a signed change order.

2. Included Services

Service Area	Included Scope
Platform access and licensing	Access to Northern Helm's proprietary Harbor CMX environment for neighborhood community use, including hosting and domain support applicable to ShearwaterCurrent.com.
Configuration and implementation	Initial configuration, phased deployment, content organization, and reasonable updates based on information and approvals supplied by Client.
Community content management	Publication and maintenance support for calendars, notices, amenity information, documents, resources, groups or forums, and other enabled modules.
Complete Business Index	A consolidated business-discovery feature containing standard listings, Current Recommends designations, premium profiles, and sponsored placements. Complimentary listings and unpaid recommendations do not, by themselves, establish advertising revenue.

Service Area	Included Scope
Digital publication support	Editorial, design, and content support for community stories, resident programs, events, sponsors, and strategic initiatives, subject to Northern Helm's editorial and layout discretion. Northern Helm may support these activities directly or through local or regional print and digital publication partners selected by Northern Helm.
Support and maintenance	Reasonable client-service and technical support, including issue triage, routine maintenance, and coordination regarding Platform improvements determined by Northern Helm.
Temporary or third-party solutions	When reasonably needed, configuration or use of a third-party website builder or integration as a temporary or supplemental solution, subject to the provider's availability, terms, and limitations.

3. Enabled Platform Modules

The following modules are included only if marked or listed in the completed version of this Exhibit:

- Community calendar and events
- Community notices and alerts
- Amenities and operating information
- Documents and community resources
- Groups, forums, and resident programs to be administered by Client's District Manager
- Complete Business Index
- Photo galleries and editorial features
- Maintenance or concern submissions
- Payments, reservations, or point-of-sale integrations (subject to the Online Payment Processing and Payment portal requirements provisions of Section 5 of the Agreement)
- Newsletter or digital-publication features
- Other: Mobile application for resident use

4. Implementation and Service Delivery

- Northern Helm retains authority over the Platform roadmap and all product, feature, design, development, prioritization, sequencing, technology, and release decisions.
- Client may provide requests, suggestions, and feedback and Northern Helm will give good-faith consideration to such input, but final product decisions remain with Northern Helm.
- Northern Helm may prioritize and modify roadmap work based on product strategy, operational need, technical readiness, available resources, resident adoption, platform dependencies, and other business considerations. Northern Helm will consult with Client before implementing material changes that would substantially alter Client’s use of the Platform for Community purposes.
- Target dates are planning estimates unless expressly identified as binding milestones in a signed writing.
- Timelines may be reasonably adjusted for development transitions, remediation work, vendor or integration delays, platform dependencies, scope changes, delayed Client input, or circumstances outside Northern Helm's reasonable control.
- Northern Helm does not guarantee resident registration, website traffic, business participation, advertising sales, or revenue.

5. Client Responsibilities and Community Coordination

Client will reasonably cooperate by:

- designating authorized operational and approval contacts;
- providing accurate and timely content, branding materials, schedules, notices, documents, approvals, and corrections;
- confirming that, to Client's knowledge, supplied materials may lawfully be published and do not infringe third-party rights;
- providing reasonable access to applicable vendors, systems, and community information needed for approved Services;
- supporting awareness of the Platform through official communication channels available to Client; and
- participating in good-faith coordination regarding resident-led programs, events, sponsors, and community communications.

Resident-operated social channels. Independent Facebook groups and other resident-operated channels may remain important sources of community discussion and business promotion. Client is not responsible for controlling independent groups; however, where practicable, Client will support good-faith outreach and coordination to improve awareness of ShearwaterCurrent.com, reduce unnecessary duplication, and encourage a complementary communication strategy.

6. Fees and Platform Arrangement

Platform fee. Client's monthly licensing fee is the amount selected in Exhibit A. A $0.00 fee means the core Platform is complimentary under the current arrangement and will remain so unless changed by a signed amendment.

Complimentary promotion. Northern Helm may provide complimentary listings, sponsor recognition, trial placements, or promotional visibility to support adoption. Complimentary promotion may be extended, modified, or discontinued at Northern Helm's discretion and does not constitute paid advertising revenue.

7. Advertising and Revenue Share

Qualifying Advertising Revenue. "Qualifying Advertising Revenue" means the gross fees actually received and retained by Northern Helm for premium business profiles, sponsored placements, advertisements, or other paid promotional services specifically attributable to the Community Platform. It excludes complimentary placements, Complete Business Index standard listings, unpaid Current Recommends designations, organic editorial content, resident-generated recommendations, barter or in-kind arrangements, taxes, refunds, chargebacks, pass-through production costs, third-party processing fees, and revenue attributable to other communities, publications, platforms, or services. Client will have the right, upon thirty (30) days' written notice and no more than once per calendar year, to engage an independent certified public accountant to audit Northern Helm's books and records solely to verify the accuracy of Qualifying Advertising Revenue calculations and revenue-share payments for the preceding twenty-four (24) months, at Client's expense unless the audit reveals an underpayment of more than five percent (5%), in which case Northern Helm will bear the reasonable cost of the audit.

Revenue share. Client will receive the percentage selected in Exhibit A. No amount accrues before Northern Helm actually receives the applicable advertising payment. If no Qualifying Advertising Revenue is received for a reporting period, the amount due for that period is $0.00.

Reporting and payment. Northern Helm will provide the summary and remit any amount due according to the frequency and timing selected in Exhibit A. A summary may identify the advertiser, period, qualifying amount received, adjustments, and share due. Northern Helm will provide a statement without charge within five (5) calendar days after a written request but need not disclose revenue unrelated to the Community Platform.

Program development. Sustainable advertising depends on resident awareness, engagement, measurable audience activity, market interest, and coordinated promotion. Revenue share is an opportunity tied to actual Qualifying

Advertising Revenue and is not a guaranteed payment, minimum return, vendor fee, licensing credit, or obligation to fund Client operations.

8. Out-of-Scope Services

Additional services and enhancements. Advanced features, premium modules, white labeling, custom domains, custom development, integrations, expanded support, Third-Party Services, and other offerings not expressly included in this Exhibit are outside the standard scope and may result in additional fees. No such work or fee will be authorized unless the Parties first execute a written addendum, amendment, or change order stating the agreed scope, responsibilities, fees, payment terms, and implementation schedule.

Unless separately approved in writing, the following are outside scope:

- custom software development or integrations not expressly included in this Exhibit or a signed change order;
- paid media, printing, photography, video production, event staffing, or third-party subscriptions;
- legal, accounting, records-retention, accessibility-certification, or regulatory-compliance services;
- guaranteed moderation or control of independent social-media groups; and
- guaranteed marketing services, advertising sales, sponsorship revenue, resident participation, or business conversion.

9. Service-Specific Assumptions and Exclusions

- Northern Helm will pay Client fifty percent (50%) of all "Registration Fees" associated with the Harbor CMX mobile application for the Community, reported and remitted in accordance with the Reporting Frequency and Revenue-Share Payment Timing stated in Exhibit A. A Registration Fee is a one-time fee paid by a resident of the Client, through the Harbor CMX mobile application, to register a resident account for the Community's Platform environment. The Registration Fee is charged per resident account, may not exceed $10.00, and may be charged only once for each resident account. Client's share is calculated on the gross Registration Fee, without deduction for payment-processing, application-store, or other transaction fees. Northern Helm will not charge residents any fee to download the Harbor CMX mobile application, or any recurring, subscription, or renewal fee for a registered resident account, unless the Parties first agree by signed amendment. No Registration Fee or other charge may be imposed as a condition of accessing Official District Content or the payment portal described in Section 5 of the Agreement, each of which must remain available without charge through the Platform website.
- Merchandise stores and vendors may sell merchandise through the mobile application Northern Helm develops for use by Client and its residents, subject to the Merchandise Fee described below. Except for Client Sales (defined below), Northern Helm, and not Client, is responsible for the merchandise stores and vendors, the goods and services they sell, and the collection and remittance of any sales or use tax on those sales. Merchandise sales are not processed through, and are not payments made to Client through, the payment portal described in Section 5 of the Agreement. Northern Helm will pay Client fifty percent (50%) of all Merchandise Fees and will retain the remaining fifty percent (50%), reported and remitted in accordance with the Reporting Frequency and Revenue-Share Payment Timing stated in Exhibit A. "Merchandise Fee" means the tiered fixed fee charged for each item sold by the merchandise stores and vendors operating through the mobile application. The Merchandise Fee is $2.00 for each item priced at $50.00 or less; $4.00 for each item priced over $50.00 through $150.00; and $6.00 for each item priced over $150.00. The Merchandise Fee must be included in the advertised product price, deducted from the applicable merchandise store's or vendor's proceeds, and not added as a separate charge at checkout. The applicable Merchandise Fee tier is based on the actual per-item merchandise price after discounts, excluding tax and separately charged shipping costs. Client's share is calculated on the gross Merchandise Fee, without deduction for payment-processing, application-store, or other transaction fees. Each report must state, for the reporting period, the number of items sold in each Merchandise Fee tier, the total Merchandise Fees collected, and Client's share. The Merchandise Fee amounts and tiers may be changed only by signed amendment. Northern Helm is responsible, at its own cost, for the merchandise store integrations (including Shopify or similar platforms), design support, and ongoing platform management, and will not invoice Client for them.
- If a merchandise sale is refunded, in whole or in part: (a) if the refund results from a Vendor-Caused Issue, Northern Helm bears the full amount of any Merchandise Fee refunded or reversed, and Client's share of that

Merchandise Fee is not reduced; and (b) for any other refund, the refunded or reversed Merchandise Fee is borne equally by Northern Helm and Client. "Vendor-Caused Issue" means a refund resulting from merchandise that is defective, damaged, materially not as described, incorrect, or not delivered, or from the seller's cancellation of the order. Any reduction in Client's share will be shown as an adjustment in the report for the period in which the refund is issued and may be recovered only by offset against Client's future Merchandise Fee share, not by demand for repayment.

- Client may, at its option, sell its own community merchandise through the mobile application ("Client Sales"), but is not required to do so. For Client Sales: (a) Client is treated as a vendor for purposes of the Merchandise Fee, which applies on the same terms as for other merchandise stores and vendors; (b) Northern Helm may retain only its fifty percent (50%) share of the Merchandise Fee and must remit all remaining proceeds, including Client's share of the Merchandise Fee, to Client in accordance with the Reporting Frequency and Revenue-Share Payment Timing stated in Exhibit A, and those proceeds are Client funds subject to the trust, separate-account, and audit requirements of this Section 9; (c) Client is responsible for the merchandise it sells, and the Parties will cooperate on the collection and remittance of any sales or use tax on Client Sales as required by applicable law; and (d) Client's participation as a seller does not make Client responsible for any other merchandise store or vendor and does not breach or conflict with any provision of this Agreement.
- Northern Helm will pay Client ten percent (10%) of all Qualifying Advertising Revenue (as defined in Section 7 of this Exhibit B) received by Northern Helm that is attributable to the Community Platform, reported and remitted in accordance with the Reporting Frequency and Revenue-Share Payment Timing stated in Exhibit A.
- Northern Helm represents and warrants that it receives no fee, commission, kickback, rebate, or other compensation from FirstService Residential or any of its subsidiaries, employees, or consultants ("FSR"), and that no portion of any fee or revenue share payable to the Client under this Exhibit B is reduced, offset, or otherwise affected by Northern Helm's arrangement with FSR. Further, Northern Helm represents and warrants that FSR receives no fee, commission, kickback, rebate, or other compensation from Northern Helm as part of its engagement with Northern Helm.
- Northern Helm will work in good faith to make the merchandise store functionality available to residents through the mobile application within six (6) months after the Effective Date and will keep Client reasonably informed of the status of the merchandise store integrations. If that functionality is not available within that period, the Parties will meet to discuss a revised schedule.
- Northern Helm will collect all Registration Fees, Merchandise Fees, merchandise and vendor revenue, and Qualifying Advertising Revenue generated under this Agreement (excluding payments made through the payment portal under Section 5 of the Agreement, which settle directly to Client) and will remit to Client the portion of those revenues to which Client is entitled under Exhibit A and this Section 9, in accordance with the Reporting Frequency and Revenue-Share Payment Timing stated in Exhibit A. Northern Helm acknowledges that Client's share of those revenues constitutes public funds held in trust for Client. Northern Helm must hold Client's share in an account separate from all other business accounts owned, operated, or otherwise controlled by Northern Helm. Northern Helm must maintain a full accounting of those funds at all times, and Client reserves the right, upon reasonable notice, to audit or engage a third party to audit Northern Helm's compliance with the requirements of this Agreement.

10. Milestones and Deliverables

Deliverable	Target	Dependencies / Acceptance
App Goes Live for Client Usage	November 1, 2026 (planning estimate)	Client's written acceptance after testing; no live payments through the payment portal until Client's written confirmation under Section 5 of the Agreement

11. Review and Governance

- The Parties will identify primary operational contacts and use reasonable efforts to address content, adoption, support, and advertising issues through scheduled working sessions.
- Northern Helm may provide roadmap or release information at its discretion for planning and coordination purposes. Except for Northern Helm's consultation obligation under Section 8 of the Agreement, any such information is informational only and does not grant Client approval, consultation, decision-making, or veto rights.
- The Parties may periodically discuss community-engagement strategy and document operational action items in meeting notes, project plans, or change orders.
- Operational discussions, emails, or meeting notes do not amend the Agreement unless expressly incorporated into a writing signed by authorized representatives of each Party.

12. Exhibit B Acceptance

By signing below, the Parties agree that this Exhibit B is incorporated into the Agreement.

NORTHERN HELM SOLUTIONS, LLC	TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
By: _____	By: _____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____

Return to Agenda Pg. 1

EXHIBIT 3

Docusign Envelope ID: 88DFD254-4403-8EC1-82B6-128A30EE9C38

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR ST. JOHNS COUNTY, FLORIDA

VERDEGO, LLC, CASE NO.: CA 250937

Plaintiff,

vs.

TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT,

Defendant.
_____/

MEDIATION AGREEMENT

On October 8, 2026, the following appeared for mediation:

a. Alan Hall as Vice President of Operations of Verdego, LLC ("Verdego"); and Verdego's counsel, Edward Thompson.

b. James Breslin as a Board Member of Trout Creek Community Development District ("Trout Creek"); Belynda Tharpe as General Manager of Trout Creek; and Trout Creek's counsel, Paige Greenlee.

The parties agreed as follows:

1. In full and final settlement of all claims in the above styled action, Trout Creek will pay or cause to be paid to Verdego the total sum of $25,000.00. Payment will be made to Cobb Cole Trust Account. Verdego's counsel will provide a copy of his firm's W-9 form to Trout Creek's counsel as soon as possible.

2. Verdego and Trout Creek will execute a mutually agreeable general release of each other. Verdego's counsel will provide the proposed general release to Trout Creek's counsel within 5 business days of the date of this agreement.

Docusign Envelope ID: 88DFD254-4403-8EC1-82B6-128A30EE9C38

3. Payment of the settlement amount will be delivered to Verdego's counsel within 30 days of the full execution of the general release referred to paragraph 2 above.

4. Each party will pay its own attorneys' fees and costs.

5. Counsel for Verdego and Trout Creek will file a Joint Stipulation for Dismissal with Prejudice within 10 days after receipt of the settlement funds by Verdego's counsel.

6. The parties have read and reviewed this mediation agreement, had the opportunity to consult with Counsel concerning the terms, conditions and legal effects of the settlement of this action, this mediation agreement and other relevant legal documents associated with the settlement, had the opportunity to edit and revise this mediation agreement and are entering into and signing this mediation agreement voluntarily, knowingly, without coercion and with their consent.

7. This agreement may be executed electronically and in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Dated this 8th day of October, 2026.

Signed by:
Alan Hall
A6BBC7A4A4D14EB...

ALAN HALL as Vice President of Verdego, LLC

Signed by:
Edward H Thompson
36A53C7F43FE403...

EDWARD THOMPSON
Verdego's counsel

Signed by:
James Breslin
6604B269CDBC4AF...

JAMES BRESLIN as a Board Member of Trout Creek Community Development District

Signed by:
Paige Greenlee
324875531C854F0...

PAIGE GREENLEE
Trout Creek's counsel

Return to Agenda Pg. 1

EXHIBIT 4

Yuro
&
Associates, LLC

- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

To: **Trout Creek CDD – Board of Supervisors**

From: Michael J. Yuro, P.E.
CDD Engineer

RE: ***CDD Meeting – Engineers Report***

Date: October 29, 2026

- **Outfall Structure Repair Project**
  - The repairs have been completed, however there are still some clean-up & restoration efforts that need to be done. These were initially put on hold due to the recent heavy rains and the contractor wanted to wait until the ground dried up to avoid excess damage to the pond banks & resident yards. The following items are still pending:
    - Cut down top edge of vinyl wall to allow free flow over the spillway
    - Re-grade side slopes and sod
    - Fill/grade hole dug near wetland
      - **Final Payment is being held until restoration is complete**

- **Calcutta Golf Cart Crossing & Timberwolf Roundabout Raised Crosswalk**
  - Both projects have been submitted for permit and we have received minor comments.
  - We have reached out to 4 contractors for bids (*bids received are attached*)
    - SHEARWATER PKWY @ CALCUTTA – GOLF CART CROSSING
      - HEB - $47,510
      - Tigris - $104,139
      - Vallencourt – no bid yet
      - Highwater Site Solutions – no bid yet
    - ROSEMONT DRIVE – RAISED CROSSWALK
      - HEB – working on bid
      - Tigris - $122,640
      - Vallencourt – no bid yet
      - Highwater Site Solutions – no bid yet

145 Hilden Road, Unit 108, Ponte Vedra FL 32081
(904) 343-0929 * myuro@mjyuro.com

Yuro
&
Associates, LLC

- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

- **Code Violations along 16A**
  - We were asked to research any open code violations for the parcel along SR 16A to ensure the CDD doesn't accept this parcel with an open violation. We have confirmed that Code Enforcement does not have any open violations…However…the Environmental Department at the County **does have an open case on this property** (case number: PRIDE2503930). *See attached email*

- **Speed limit Signs along Shearwater Pkwy**
  - A resident complained about the lack of speed limit signs along Shearwater Pkwy, from SR 16A to the roundabout. We reached out to the County to inquire about the original design plans and the County reached out to the developer to advise that a speed limit sign was inadvertently omitted from the plans and requested the developer to install the sign. **The developer has is working on getting a speed limit sign installed on Shearwater Pkwy northbound, between SR 16A and Calcutta Drive.**

I expect to be ta the next meeting to answer any questions you may have.

Sincerely,

Michael J. Yuro, P.E.
President
Florida P.E. No: 65247

145 Hilden Road, Unit 108, Ponte Vedra FL 32081
(904) 343-0929 * myuro@mjyuro.com

Return to Agenda Pg. 1

EXHIBIT 5

From: Delaney Hahnenberg <dhahnenberg@sjcfl.us>
Sent: Thursday, October 15, 2026 12:41 PM
To: Admin <admin@mjyuro.com>
Subject: RE: Request for confirmation of code violation for Trout Creek CDD Board

Good afternoon,

After consulting with our Environmental Department, I confirmed that they already have an open case for this property. The case number is PRIDE 2503930. I have forwarded your email to their team so they can follow up with you directly.

If you do not hear from them soon, please feel free to contact the Environmental Department Manager, Mike Lagasse, at (904) 209-0617 for additional information. He'll be able to provide more detailed information. Please note that Code Enforcement is only assisting with this matter; the Environmental Department is the technical lead on the case.

Thank you,

Delaney Hahnenberg

Administrative Coordinator

Code Enforcement

St. Johns County Board of County Commissioners

4040 Lewis Speedway St. Augustine, FL 32084

904-209-0607 | www.sjcfl.us

Return to Agenda Pg. 2

EXHIBIT 6

EXHIBIT 6A

Contact Us
TIGRIS Aquatic Services LLC 6869 Phillips Parkway Drive South Jacksonville, Florida 32256 smetzger@tigrisusa.com 904-997-0044

TIGRIS
WHERE WATERS THRIVE.

Quote: 367194	
Quote Date:	10/20/2026
Expiration Date:	01/18/2027

Bill To:
Trout Creek CDD Goodhope Court Outfall St. Augustine, Florida 32259

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

Description	Unit Price	Qty	Amount
Aquatic Services - As Requested ROSEMONT DRIVE RAISED CROSSWALK INSTALLATION ***Project Overview Provide labor, materials, equipment, supervision, traffic control, and installation services to construct the proposed raised pedestrian crosswalk and associated improvements shown in the referenced plans. SCOPE OF WORK ***Mobilization and Construction Coordination Mobilize personnel and equipment, coordinate utility locating, verify construction limits and elevations, and coordinate work activities with the owner and project engineer. Include layout and routine construction administration. ***Traffic Control and Flagging Provide temporary construction signs, cones, barricades, and qualified flaggers during operations affecting traffic. Maintain controlled vehicle access and temporary pedestrian route throughout construction. Pricing carries an allowance for up to four active workdays of traffic control with a two-person flagging crew as needed. ***Pavement Preparation and Raised Crosswalk Prepare the existing asphalt, perform necessary localized sawcutting and removal, apply tack coat, and install the raised asphalt crosswalk, approach ramps, and pavement transitions shown in the plans. Place and compact asphalt to the specified profile, including the approximately 3.5-inch rise. Complete accessible edge transitions and preserve the drainage paths required by the design. ***Decorative Crossing Finish Install the specified brick-pattern imprint within the designated crosswalk area, including associated surface treatment required by the approved system. ***Thermoplastic Markings and Pavement Markers Remove conflicting markings and install the specified thermoplastic striping, crossing lines, and approach markings. Include approximately 78 linear feet of 6-inch white stripe, 255 linear feet of 6-inch yellow stripe, 12-inch white crossing lines as detailed, eight white/red pavement markers, and 87 yellow/yellow pavement markers.	$122,640.00	1	$122,640.00
***Solar Pedestrian Crossing Signs Furnish and install two motion-activated, solar-powered flashing pedestrian crossing sign assemblies. Include solar panels, batteries, controllers, detection equipment, sign			

faces, mounting hardware, poles, foundations, freight, installation, programming, and functional testing.

***Warning Signs and Monument Sign Relocation
Install two bump warning signs with posts and foundations. Relocate the existing monument sign as shown, including ordinary excavation, resetting, and restoration.

***Restoration and Completion
Restore disturbed turf and construction areas, remove waste materials, clean the work area, and complete a final walkthrough. Include allowances for routine testing and permit-related coordination.

***Pricing Conditions
Pricing includes anticipated labor, materials, equipment, freight, and applicable material taxes.

The monument sign allowance assumes a non-electrified sign that can be relocated without structural reconstruction. Specialized foundations, electrical relocation, or rebuilding would require separate pricing. The solar equipment, permit, testing, monument relocation, and contingency amounts are allowances. Their final treatment will be established in the executed agreement.

Engineering redesign, major utility relocation, concealed unsuitable subgrade, and additional improvements outside the depicted limits are excluded. Changes will require written approval before proceeding.

***Schedule and Payment
Construction dates will be coordinated following acceptance, required approvals, and confirmation of equipment availability. Payment terms will be 50 percent at acceptance and 50 percent at completion.

Invoicing Details:
TIGRIS will invoice customer 50% before mobilization and the balance after the service has been completed. Invoices will be sent via email.

Deposit & Payment	
Deposit Required:	50% ($61,320.00)
Deposit Due:	**50% ($61,320.00)**

Summary	
Subtotal:	$122,640.00
Total:	**$122,640.00**

Terms & Conditions

TERMS: This agreement is for a one time service and pricing is listed above. An invoice for the full amount will be submitted upon completion of the service with terms Due Upon Receipt.

REGULATORY: TIGRIS will furnish all labor, equipment, materials, supervision and taxes. TIGRIS will be responsible for the proper instruction of all safety measures to its personnel.

PAYMENT: All payments for services rendered under this contract are Due Upon Receipt. Should it become necessary for TIGRIS to bring action for collection of monies due and owing under this Agreement, Customer agrees to pay costs incurred by TIGRIS from such collection.

Non-Prevailing Wage Pricing: The pricing provided in this Agreement is based on standard labor rates and does not include prevailing wage requirements. Should the Customer determine that this project is subject to prevailing wage laws, TIGRIS reserves the right to adjust the contract price to account for increased labor costs, administrative overhead, and compliance reporting.

INSURANCE: TIGRIS shall carry Worker's Compensation and Employer Liability, Commercial General Liability, Professional Liability, and Property Damage Insurance which shall remain in full effect throughout this Agreement. Customer will be an insurance certificate holder and named as an additional insured. Copies of certificates of insurance naming the Customer as additionally insured will be provided upon request. An additional fee will be charged if customer requires specific insurance requirements.

VENDOR COMPLIANCE: An additional fee will be charged if customer requires specific Vendor Portal Sites or vendor compliance memberships.

PROPERTY DAMAGE/LIMITATION ON CLAIMS: A TIGRIS assumes no responsibility for equipment damages resulting from low/high water conditions, animal activity or other natural occurrences.

ENTIRE AGREEMENT: This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof. SIGNING AND RETURNING this document authorizes TIGRIS to perform the services and/or have product(s) delivered as stipulated within this agreement. By signing this document, I acknowledge I have the authority to authorize TIGRIS to perform the services outlined in this agreement.

Customer Approval

Customer Signature	Name	Date

Return to Agenda Pg. 2

EXHIBIT 6B

Contact Us
TIGRIS Aquatic Services LLC 6869 Phillips Parkway Drive South Jacksonville, Florida 32256 smetzger@tigrisusa.com 904-997-0044

TIGRIS
WHERE WATERS THRIVE.

Quote: 367198	
Quote Date:	10/20/2026
Expiration Date:	01/18/2027

Bill To:
Trout Creek CDD Goodhope Court Outfall St. Augustine, Florida 32259

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

Description	Unit Price	Qty	Amount
Aquatic Services - As Requested Project Overview Provide labor, materials, equipment, supervision, traffic control, and installation services to construct the golf cart crossing, concrete path connections, curb ramps, pavement markings, and signage shown in the referenced plans. SCOPE OF WORK ***Mobilization and Construction Coordination Mobilize personnel and equipment, coordinate utility locating, establish construction limits, and verify grades and connections to existing sidewalks and paths. Coordinate construction activities with the owner and project engineer. ***Traffic Control and Flagging Implement temporary traffic control consistent with the project's maintenance-of-traffic sheets. Provide construction signs, barricades, cones, qualified flaggers, and temporary pedestrian routing. Pricing carries an allowance for up to four active workdays of traffic control with a two-person flagging crew as needed. ***Demolition and Site Preparation Perform localized sawcutting and removal of concrete, curb, pavement, vegetation, and soil necessary for the proposed improvements. Haul away demolition debris and prepare and compact subgrade for new concrete. ***Concrete Path Improvements Widen the existing approximately 5-foot sidewalk to 10 feet within the designated limits, adding approximately 345 square feet of concrete. Install approximately 215 square feet of concrete path connecting the opposite side of the crossing to the existing multi-use path. Include forming, concrete placement, finishing, joints, curing, and connections to existing improvements. Concrete thickness and materials shall follow the approved details. ***Curb Ramps and Accessible Transitions Install two 12-foot-wide CR-E curb ramps and widen the existing curb ramp indicated on the plans. Include associated demolition, concrete transitions, landings, and detectable warning surfaces required by the project details. Ramp work is carried separately from the approximately 560 square feet of identified path improvements.	$104,139.00	1	$104,139.00
***Crosswalk Markings Prepare the pavement and install the proposed 10-foot-wide thermoplastic crosshatched crossing. Remove or modify conflicting existing markings within the work limits. ***Permanent Signage Furnish and install: Two golf cart			

crossing warning assemblies with directional arrow plaques. Two advance golf cart crossing warning assemblies with “AHEAD” plaques. Three 18-inch by 18-inch stop signs. One “NO GOLF CARTS” sign. Include posts, foundations, mounting hardware, freight, and installation. Confirm sign illustrations and plan designation discrepancies with the engineer before ordering.

***Restoration and Completion Backfill concrete edges, restore disturbed turf, stabilize exposed soil, remove debris, and clean the work area. Complete a final walkthrough of concrete, ramps, signage, markings, and restoration.

***Pricing Conditions
Pricing includes anticipated labor, materials, equipment, freight, and applicable material taxes.

The permanent signage price covers the conventional signs shown in the plans. Solar flashing equipment is not identified in the Shearwater scope. Concrete quantities, ramp limits, thicknesses, and existing conditions require verification before a firm construction price is established.

Engineering redesign, major utility relocation, concealed unsuitable subgrade, and improvements outside the depicted limits are excluded. Changes will require written approval before proceeding.

***Schedule and Payment
Construction dates will be coordinated following acceptance, required approvals, and confirmation of material availability. Payment is 50 percent at acceptance and 50 percent at completion.

Invoicing Details:
TIGRIS will invoice customer 50% before mobilization and the balance after the service has been completed. Invoices will be sent via email.

Deposit & Payment	
Deposit Required:	50% ($52,069.50)
Deposit Due:	**50% ($52,069.50)**

Summary	
Subtotal:	$104,139.00
Total:	**$104,139.00**

Terms & Conditions

TERMS: This agreement is for a one time service and pricing is listed above. An invoice for the full amount will be submitted upon completion of the service with terms Due Upon Receipt.

REGULATORY: TIGRIS will furnish all labor, equipment, materials, supervision and taxes. TIGRIS will be responsible for the proper instruction of all safety measures to its personnel.

PAYMENT: All payments for services rendered under this contract are Due Upon Receipt. Should it become necessary for TIGRIS to bring action for collection of monies due and owing under this Agreement, Customer agrees to pay costs incurred by TIGRIS from such collection.

Non-Prevailing Wage Pricing: The pricing provided in this Agreement is based on standard labor rates and does not include prevailing wage requirements. Should the Customer determine that this project is subject to prevailing wage laws, TIGRIS reserves the right to adjust the contract price to account for increased labor costs, administrative overhead, and compliance reporting.

INSURANCE: TIGRIS shall carry Worker's Compensation and Employer Liability, Commercial General Liability, Professional Liability, and Property Damage Insurance which shall remain in full effect throughout this Agreement. Customer will be an insurance certificate holder and named as an additional insured. Copies of certificates of insurance naming the Customer as additionally insured will be provided upon request. An additional fee will be charged if customer requires specific insurance requirements.

VENDOR COMPLIANCE: An additional fee will be charged if customer requires specific Vendor Portal Sites or vendor compliance memberships.

PROPERTY DAMAGE/LIMITATION ON CLAIMS: A TIGRIS assumes no responsibility for equipment damages resulting from low/high water conditions, animal activity or other natural occurrences.

ENTIRE AGREEMENT: This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof. SIGNING AND RETURNING this document authorizes TIGRIS to perform the services and/or have product(s) delivered as stipulated within this agreement. By signing this document, I acknowledge I have the authority to authorize TIGRIS to perform the services outlined in this agreement.

Customer Approval

Customer Signature	Name	Date

Return to Agenda Pg. 2

EXHIBIT 6C

HEB Services, Inc.

P.O. Box 8430 CUC 1225170 Phone (904) 333-8064
Fleming Island, FL 32006 DBE/MBE Certified hollybucci@yahoo.com

October 21, 2026

Trout Creek CDD
c/o Mike Yuro

RE: Shearwater Pkwy Crosswalk
Plans dated 10/2/2026

1. Cut out grass, dirt and curb as needed for installation of new sidewalk/ramp.
2. Form and pour 690 SF of new 4" concrete sidewalk/ramp to tie into Sheerwater Pkwy and Calcutta Dr and existing sidewalk.
3. Install wet set ADA mats on all 3 ramps.
4. Install thermoplastic crosswalk.
5. Install (4) signs and (2) stop sign all on square post with anchor.
6. MOT.

TOTAL PRICE: $47,510.00

Excludes:
Irrigation repairs

Thank You,
Holly Bucci

ALL MATERIALS IS GUARANTEED TO BE SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL.
QUOTE GOOD FOR 30 DAYS
ACCEPTANCE OF PROPOSAL:
THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. .DATE OF ACCEPTANCE:

SIGNATURE: _____

Return to Agenda Pg. 2

EXHIBIT 6D

Daniel Vallencourt, Chief Executive Officer
Mike Vallencourt Sr., Chairman
Kyle Gammon, Chief Financial Officer

VALLENCOURT Construction Co. Inc.

Mike Vallencourt Jr., President
Marcus McInarnay, Executive Director
Stan Bates, Executive Vice President
Ryan Bass, Chief Operating Officer

To:	Trout Creek Community Development District	**Contact:**	
Address:	St. Johns, FL	**Phone:**	
		Email:	
Project Name:	Shearwater Crosswalk Mod 10-21-2026	**Bid Number:**	
Project Location:	Shearwater, Saint Augustine, FL	**Bid Date:**	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001 General Conditions					
100	Mobilization And Cleanup	1.00	LS	$1,519.95	$1,519.95
				Total Price for above 001 General Conditions Items:	**$1,519.95**
004 Surveying					
400	Surveying	1.00	LS	$1,612.41	$1,612.41
				Total Price for above 004 Surveying Items:	**$1,612.41**
005 As Builts					
500	As Builts	1.00	LS	$1,289.93	$1,289.93
				Total Price for above 005 As Builts Items:	**$1,289.93**
007 Maintenance Of Traffic					
700	Maintenance of Traffic	1.00	LS	$11,995.33	$11,995.33
				Total Price for above 007 Maintenance Of Traffic Items:	**$11,995.33**
011 Earthwork					
1118	Final Grade	1.00	LS	$1,546.92	$1,546.92
				Total Price for above 011 Earthwork Items:	**$1,546.92**
013 Subsoil Stabilization					
1302	Subgrade for Sidewalk	80.00	SY	$86.94	$6,955.20
				Total Price for above 013 Subsoil Stabilization Items:	**$6,955.20**
017 Striping & Signs					
1700	Striping & Signs	1.00	LS	$7,130.25	$7,130.25
				Total Price for above 017 Striping & Signs Items:	**$7,130.25**
020 Sidewalks					
2001	12' Sidewalk	685.00	SF	$25.47	$17,446.95
2005	A.D.A. Handicap Ramps	3.00	EACH	$1,273.26	$3,819.78
2006	A.D.A. Mats	78.00	SF	$63.66	$4,965.48

Total Price for above 020 Sidewalks Items: **$26,232.21**

Total Bid Price: **$58,282.20**

Notes:

- The above price excludes Landscaping & Irrigation
- The above price excludes Sunday Work
- The above price is based on the owner providing horizontal and vertical site control

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Vallencourt Construction Company, Inc.** **Authorized Signature:** _____ **Estimator:** Mike Vallencourt, II (904) 291-9330 mike2@vallencourt.com

EXHIBIT 7

Yuro & Associates, LLC

- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

Timberwolf Trail – Engineering Effort for Road Transfer

For

Trout Creek CDD

Yuro & Associates, LLC is pleased to provide this proposal to complete the Engineering related tasks associated with submitting an application to the County to accept ownership of Timberwolf Trail. We will review section 35.0 of the SJC Development Review Manual (Private Road Transfer to County Ownership) and facilitate all requirements required to submit a complete application to the County. Our efforts will include:

- Coordinate with staff & other consultants, as necessary, to:
  - obtain a legal description of the rights-of-way to be transferred.
  - Document clear title
  - Obtain a Phase 1 Environmental Survey Assessment
  - Obtain video inspection of all underground drainage facilities
- Our office will also complete the following efforts:
  - Prepare a comprehensive site plan of all development, including wetland delineation, wherever there are wetlands located on, within or adjacent to the rights-of-way proposed for transfer.
  - Review the Phase 1 Environmental Assessment
  - Review video inspection of all underground drainage facilities and recommend repairs, where necessary
  - Complete a detailed site inspection of all areas within the right-of-way to be transferred
  - Provide a signed & sealed report that provides details of the repair and maintenance tasks necessary to bring the subject facilities into compliance with current County standards.
  - Prepare an Engineer's Estimate of Probable Cost for the recommended repair and maintenance tasks

We propose to complete the above referenced scope of work for a **lump sum fee of $18,000.00**

Accepted By:

10/29/26

Date	Michael J. Yuro, P.E. Date
Trout Creek CDD	*Yuro & Associates, LLC*

145 Hilden Road, Unit 108 Ponte Vedra FL 32081
(904) 343-0929 * myuro@mjyuro.com

Return to Agenda Pg. 2

EXHIBIT 8

Trout Creek CDD: Monthly Report

October 2026

Fungus/Pest/Fertilizer: Herbicides and pre-emergent have been applied to all tree rings and landscape beds throughout Trout Creek CDD. A blanket app has been applied to prevent turf damaging insects.

Maintenance: Throughout the month, we have completed all routine landscape maintenance throughout Phase 2. We have been funnel cutting ornamental grasses that overhang walkways or create line-of-sight concerns to maintain safe access and clear visibility throughout the property. Crews are also hand-pulling weeds within plant beds and removing any dead or declining plant material as identified. The Falls Park planting enhancement has been completed, and sod replacement throughout Phase 2 is scheduled to begin in early November.

Looking ahead to November, our focus will be on continued landscape detailing, improving overall appearance, and addressing areas that require additional attention. We will continue funnel cutting ornamental grasses, lifting oak tree canopies, and reshaping ligustrum trees to maintain proper clearance, promote healthy growth, and ensure a clean, uniform, and well-manicured appearance throughout Phase 2. We will also begin the scheduled sod replacement and continue monitoring the property to identify and address maintenance needs as they arise.

Irrigation: The irrigation system is currently operating as intended, and we continue to monitor its performance throughout the property. Any broken or malfunctioning components identified are being addressed as quickly as possible to minimize downtime and ensure proper coverage. As we move into November and nighttime temperatures begin to cool, we will gradually reduce irrigation frequency and run times as needed to account for seasonal weather conditions and lower plant and turf water requirements. These adjustments will help maintain appropriate soil moisture while avoiding unnecessary water usage.

Spray Report

Customer: Tree Amigos

Property: Shearwater

Date: 9/14-9/18/26

Area treated +/- 25 acres

Total Gallons used: 3000

Product:

12-0-0 @ 128oz per acre

6-0-0 @ 3lbs per acre

Bifen XTS @ 7oz per acre

Simazine @ 64oz per acre

Immidacloprid @ 26oz per acre

Alucion @ 19oz per acre(IPM)

Celsius @ 5oz per acre(IPM)

Certanity @ 1oz per acre(IPM)

Target for this application was to apply a micronutrient package to keep the grass healthy and start the green up process. Pre and Post emergent herbicides were applied to eliminate and prevent summer annual weeds. Contact and preventative insecticides were applied for turf damaging insects only. Expect to see results in 10-14 days. Application must be watered in within 24hrs

Return to Agenda Pg. 2

EXHIBIT 9

PRESTIGE
LANDSCAPES
OF NORTH FLORIDA, INC.

October 2026 Maintenance Report

Trout Creek CDD Phase 1
Trout Creek CDD Phase 3

PRESTIGE LANDSCAPES OF NORTH FLORIDA
CHRIS KENNY - OWNER
904-315-8041
ST. JOHNS, FLORIDA 32260
chris@pliflorida.com

Chris Kenny—Owner
904-315-8041
P.O. Box 600061
St. Johns, Florida 32260
chris@pliflorida.com

October, 2026

Belynda Tharpe , Community Director
First Service Residential
100 Kayak Way
St. Augustine, FL 32092

Re: Landscape Maintenance Service Report

Below is the landscape maintenance report for ***Trout Creek CDD Ph 1.***

Weekly Maintenance

The maintenance team continues to execute the weekly landscape maintenance program throughout Phase 1, providing routine mowing, edging, trimming, and detailed care of amenity and common areas to maintain a clean, manicured, and welcoming appearance. Roundabout enhancement brought a nice curb appeal to the entrance of the amenity center.

As October brings milder temperatures and shorter days, turf growth remains active, although at a reduced rate compared to the peak summer months. Seasonal rainfall and favorable growing conditions continue to support turf health while also contributing to ongoing weed pressure in select areas. Consistent maintenance remains essential to preserving the overall quality and appearance of the landscape.

Crews remain proactive in monitoring and controlling invasive grasses, broadleaf weeds, and other nuisance vegetation while closely evaluating the health and performance of turf and ornamental plantings. Maintenance activities are adjusted as needed to address changing weather conditions, soil moisture levels, and any storm-related impacts that may affect landscape performance.

These continued efforts help promote healthy growth, maintain landscape quality, and ensure the community remains attractive and well-maintained as the landscape transitions into the fall season.

Irrigation

Routine irrigation inspections and repairs continued throughout October to improve system performance and water coverage within the Phase 1 common areas. Minor repairs and adjustments were completed as needed, and no major mainline breaks were identified during this reporting period. Irrigation schedules continue to be adjusted for seasonal conditions to support healthy turf and landscape material while promoting efficient water use.

Agronomics

All fert/chem applications have been completed ytd.

If you have any questions after reviewing our report, please contact us.

Sincerely,
Chris Kenny
Owner/President
chris@pliflorida.com
904.315.8041

Chris Kenny—Owner
904-315-8041
P.O. Box 600061
St. Johns, Florida 32260
chris@pliflorida.com

October, 2026

Belynda Tharpe , Community Director
First Service Residential
100 Kayak Way
St. Augustine, FL 32092

Re: Landscape Maintenance Service Report

Below is the landscape maintenance report for ***Trout Creek CDD Ph 3.***

Weekly Maintenance

The maintenance team continues to execute the weekly landscape maintenance program throughout Phase 3, including routine mowing, edging, trimming, and detailed care of common areas to maintain a clean, attractive, and well-maintained appearance.
As the landscape transitions further into the fall season, crews remain focused on proactive weed management, landscape grooming, and the ongoing maintenance of turf and ornamental areas. Regular inspections and maintenance adjustments are performed as needed to address localized stress and support overall landscape health.
These continued efforts help preserve landscape quality and ensure Phase 3 common areas remain attractive, healthy, and community-ready throughout the fall season.

Irrigation

Routine irrigation inspections continued throughout Phase 3 during October, including adjustments to spray and rotor heads as needed to maintain proper coverage and system efficiency. Irrigation schedules remain adjusted for seasonal conditions and are monitored regularly to ensure adequate water delivery while promoting conservation.
The irrigation system continues to support healthy turf and ornamental plantings throughout the community, with ongoing monitoring and minor repairs completed as needed. These efforts help maintain landscape quality and overall system performance as the community progresses through the fall season.

Agronomics

All fert/chem applications have been completed ytd.
If you have any questions after reviewing our report, please contact us.

Sincerely,
Chris Kenny
Owner/President
chris@pliflorida.com
904.315.8041

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

W. O. # _____

Name Amenity Center

Address _____

Irrigation Inspection Report

Date 10/11/2026 pg 1 of 1

START TIME(S)	7pm	A
START TIME(S)		B
START TIME(S)		C

Water Source Reclaim/Potable

Clock Type Hunter ACC2

Rain/Freeze Switch No

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	#1 - 14						
TYPE (S,R,B,D)	S, R						
RUN TIME	14hr						
PROGRAM	A						

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-ZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System is properly functioning with no major issues.

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

W. O. # _____

Name Shearwater Parkway PH1

Address _____

Irrigation Inspection Report

Date 10/11/2026 pg 1 of 1

START TIME(S)	6pm	A
START TIME(S)		B
START TIME(S)		C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch No

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	#1 - 25						
TYPE (S,R,B,D)	S, R						
RUN TIME	18hr						
PROGRAM	A						

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

BROKEN PIPE							
BROKEN HEADS	Yes						
BROKEN NOZZLES	Yes						
SEVERLY CLOGGED NOZ-ZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System is properly functioning with no major issues.

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

W. O. # _____

Name Martha Ct. Common Area

Address _____

Irrigation Inspection Report

Date 10/12/2026 pg 1 of 1

START TIME(S)	7pm	A
START TIME(S)		B
START TIME(S)		C

Water Source Reclaim

Clock Type Rain Bird ESP-ME3

Rain/Freeze Switch No

Program Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	#1 - 14						
TYPE (S,R,B,D)	S, R						
RUN TIME	14hr						
PROGRAM	A						

ADJUSTMENTS	Yes						
PARTIL CLOGS							
STRAIGHTENED	Yes						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-ZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	X						

Comments : System is properly functioning with no major issues.

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

Irrigation Inspection Report

W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Turf

Date 1 0 /12/2026 pg 1 of 4

START TIME(S)	7pm	A
START TIME(S)		B
START TIME(S)		C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program / Run Days

A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	3,5,6,8,9,10,11,13,14,15,16,17,19,20,21,23,27,30,33,34,36,37,40						
TYPE (S,R,B,D)	R						
RUN TIME	9 hr.						
PROGRAM	A						

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED	x						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-ZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	x						

Comments : System running good, no major issues as of now

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

Irrigation Inspection Report

W. O. #

Name Timberwolf Clock ph3-A

Address Timberwolf Turf

Date 1 0 /12/2026 pg 2 of 4

START TIME(S)		A
START TIME(S)	7pm	B
START TIME(S)		C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	41,44,46,448,50,53,54,56,57,58,59,60,62,63,64,71,73,74,76,77,78,79						
TYPE (S,R,B,D)	R						
RUN TIME	10.3 hr.						
PROGRAM	B						

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED	x						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-ZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	x						

Comments : System running good, no major issues as of now

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

Irrigation Inspection Report

W. O. # _____

Name Timberwolf Clock ph3-A

Address SWP Shrubs/Trees

Date 1 0 /13/2026 pg 3 of 4

START TIME(S)		A
START TIME(S)		B
START TIME(S)	11pm	C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	1,2,4,7,11,12,18,22,24,25,26,28,29,31,32,35,38,39						
TYPE (S,R,B,D)	S						
RUN TIME	6 hr.						
PROGRAM	C						

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	x						

Comments :

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

Irrigation Inspection Report

W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 10/13/2026 pg 4 of 4

START TIME(S)		A
START TIME(S)		B
START TIME(S)		C
START TIME(S)	12am	D

Water Source: Reclaim
Clock Type: Hunter ACC2
Rain/Freeze Switch: Yes

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S
D	S	M	T	W	TH	F	S

ZONE #	43,45,47,49,52,56,61,65,66,68,69,70,72,75,80						
TYPE (S,R,B,D)	S						
RUN TIME	5.45 hr.						
PROGRAM	D						

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-ZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	x						

Comments : System running good, no major issues as of now

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

W. O. #

Name Shearwater Parkway Clock ph3B-A

Address SWP_Cal Turf

Irrigation Inspection Report

Date 1 0 /14/2026 pg 1 of 4

START TIME(S)	5pm	A
START TIME(S)		B
START TIME(S)		C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	3,5,7,10,12,15,16,17,18,20,21,22,25,30,31,32						
TYPE (S,R,B,D)	R						
RUN TIME	11 hr.						
PROGRAM	A						

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED	x						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	x						

Comments : System running good, no major issues as of now

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Shrubs_Trees

Irrigation Inspection Report

Date 1 0 /14/2026 pg 2 of 4

START TIME(S)		A
START TIME(S)	8pm	B
START TIME(S)		C

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	1,4,6,8,9,11,14,19,23,24,26,28,29,32,35						
TYPE (S,R,B,D)	S						
RUN TIME	7.7 hr.						
PROGRAM	B						

ADJUSTMENTS	x						
PARTIL CLOGS							
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	x						

Comments : System running good, no major issues as of now

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Seaforth Turf

Irrigation Inspection Report

Date 1 0 /15/2026 pg 3 of 4

START TIME(S)		A	Water Source	Reclaim
START TIME(S)		B	Clock Type	Hunter ACC2
START TIME(S)	430am	C	Rain/Freeze Switch	Yes

Program				Run Days			
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S

ZONE #	37,38,39,40,41,42,43						
TYPE (S,R,B,D)	R						
RUN TIME	2.15hr						
PROGRAM	C						

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED	x						

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-							
RAISE HEADS							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	x						

Comments : System running good, no major issues as of now

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

W. O. # _____

Name Shearwater Parkway Clock ph3B-A

Address Cart Path

Irrigation Inspection Report

Date 1 0 /15/2026 pg 4 of 4

START TIME(S)		A
START TIME(S)		B
START TIME(S)		C
START TIME(S)	3am	D

Water Source Reclaim

Clock Type Hunter ACC2

Rain/Freeze Switch Yes

Program	Run Days						
A	S	M	T	W	TH	F	S
B	S	M	T	W	TH	F	S
C	S	M	T	W	TH	F	S
D	S	M	T	W	TH	F	S

ZONE #	44,45,46,47,48,49,50,51,52,53						
TYPE (S,R,B,D)	S						
RUN TIME	2.2 hr						
PROGRAM	D						

ADJUSTMENTS	x						
PARTIL CLOGS	x						
STRAIGHTENED							

BROKEN PIPE							
BROKEN HEADS							
BROKEN NOZZLES							
SEVERLY CLOGGED NOZ-ZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RIS-ER							
RAISE HEADS (COVERAGE)							
MISSING HEADS							
NON TURNING HEADS							
VALVE FAILUER							
ZONE GOOD	x						

Comments : System running good, no major issues as of now

PRESTIGE
LANDSCAPES
OF NORTH FLORIDA, INC.

PRESTIGE LANDSCAPES OF NORTH FLORIDA
CHRIS KENNY· OWNER
904-3 t5-804 1
ST. JOHNS, FLORIDA 32260
chris@pliflorida.com

Return to Agenda Pg. 2

EXHIBIT 10

Custom

100 Kay
St Augu
Contact
Phone:

Wind			**%)**
am 1 to 2 mph E. pm. 6 mph E	am 70. pm 84	67	sunny.

SITE NAME: "Pond 1a"

Water Level	**Aesthetic Appearance**	**Erosion / Sedimentation**	**Fish / Wildlife**
Full Pool	Good	Present: No recent changes	Normal
Full Pool	Fair	Clear	Alligators - Low

Primary Spillway		
Primary Spillway	No Blockages	**Emergency Spillway**

Aquatic Vegetation Identified	**Extent of Aquatic Vegetation**
Shoreline/Terrestrial Weeds	Spotty
Algae	Moderate
Algae	Moderate
Shoreline/Terrestrial Weeds	Moderate

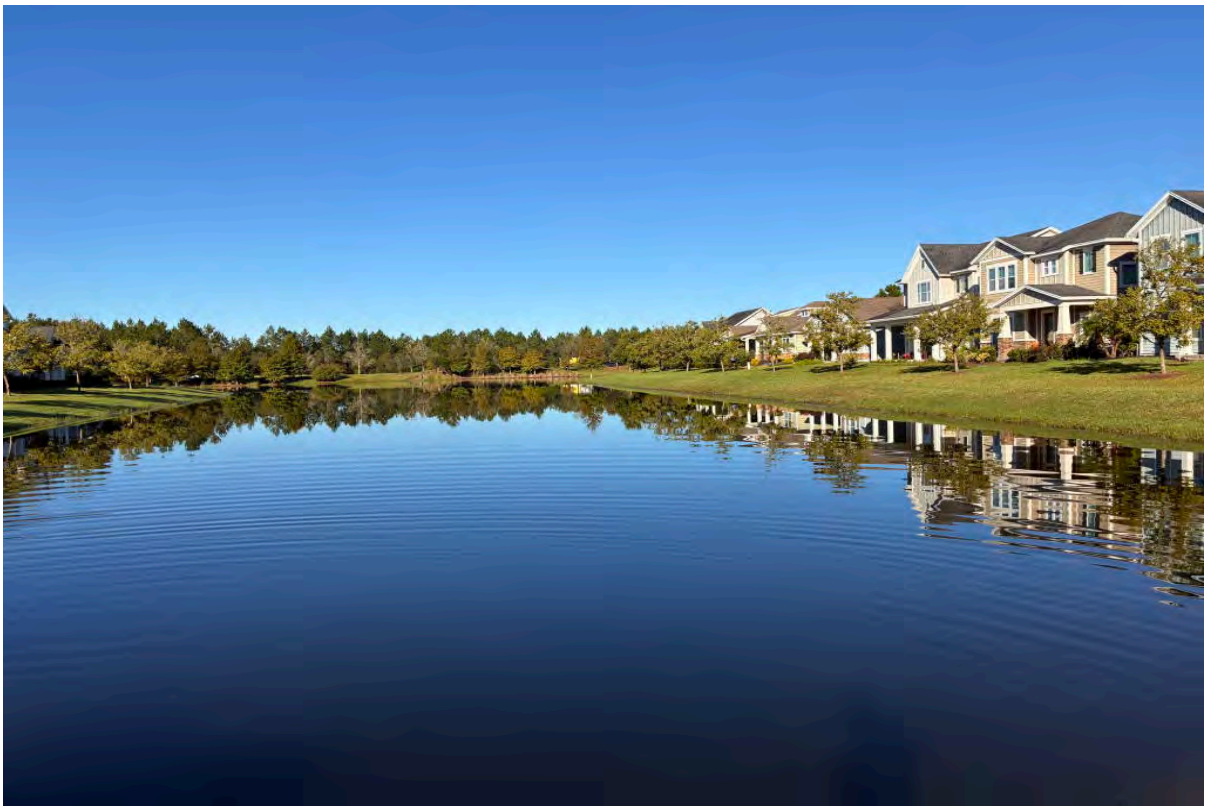
General Comments	**Method of Application**
grasses and. broadleaf plants are starting to die. expect some algae as nutrient enters the water from the dying plants	Gator/ATV

Product Used	**EPA #**
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Cutrine FL 909	67690-93
Polaris	N/A
Cohere	N/A

General Comments	Method of Application
Pond overall in Good condition. Treated for grasses and algae.	Trailered Boat

Product Used	EPA #
Polaris	N/A
Aquamaster (Roundup Custom)	524-343
Copper Sulfate Fine 30	46923-4

SITE IMAGES: "Pond 1a"



SITE NAME: "Pond 1b"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation
Full Pool	Fair	Clear	Present: No recent changes

Emergency Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds Pennywort	Heavy Spotty

General Comments	Method of Application
Sprayed exposed shoreline grasses and prioritized the grasses by outfall.	Trailered Boat

Product Used	EPA #
Polaris	N/A
Aquamaster (Roundup Custom)	524-343
Cide Kick	N/A

SITE IMAGES: "Pond 1b"

SITE NAME: "Pond 21a"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Below Normal Pool	Good	Clear	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

SITE NAME: "Pond 2a"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife	Level of Trash Removed
Full Pool	Fair	Clear	Alligators - Present	Low

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Moderate Moderate

General Comments	Method of Application
grasses and. broadleaf plants are starting to die. expect some algae as nutrient enters the water from the dying plants	Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Cutrine FL 909	67690-93
Polaris	N/A
Cohere	N/A

SITE IMAGES: "Pond 2a"

SITE NAME: "Pond 5A"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Fair	Clear	Normal

SITE NAME: "Pond 2b"

Comments:
Moderate algae, minor algae, and dying bacopa.

Water Level	Aesthetic Appearance	Erosion / Sedimentation
Full Pool	Fair	Present: No recent changes

Emergency Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Spotty Moderate

General Comments	Method of Application
Treated growing grasses and algae and will continue to monitor bacopa die- off	Trailered Boat

Product Used	EPA #
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Copper Sulfate Fine 30	46923-4

SITE IMAGES: "Pond 2b"

SITE NAME: "Pond 3a"

Comments:
Minor grasses.

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Clear	Present: No recent changes	Normal

Primary Spillway
Cleared Minor Blockage

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds	Spotty

General Comments	Method of Application
Treated for spotty grasses.	Trailered Boat

Product Used	EPA #
Polaris	N/A
Aquamaster (Roundup Custom)	524-343
Cide Kick	N/A

SITE IMAGES: "Pond 3a"

SITE NAME: "Pond 4"

Comments:
Spotty algae and grasses

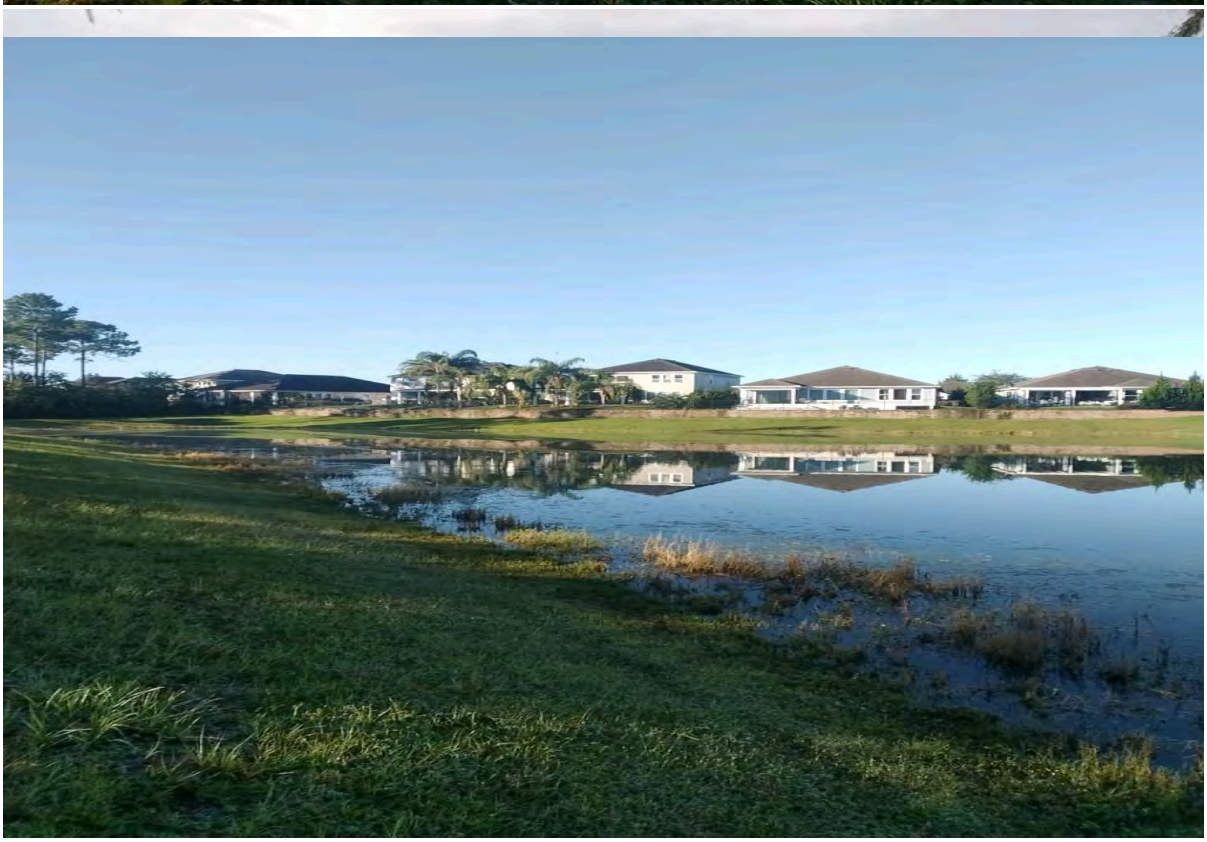
Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation
Full Pool	Good	Clear	Present: No recent changes

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Sparse Spotty

General Comments	Method of Application
Treated for minor algae and grasses	Trailered Boat

Product Used	EPA #
Polaris	N/A
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343



SITE NAME: "Pond 5A"

Comments:

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Fair	Clear	Normal

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Clear	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

General Comments
Pond looks good and will continue to monitor.

Product Used	EPA #
N/A	N/A

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Spotty Heavy

General Comments	Treatment Comments	Method of Application
expect some algae when the grass dies	You should see the results from the herbicide application in a few days.	Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Aquamaster (Roundup Custom)	524-343
Cutrine FL 909	67690-93
Cide Kick	N/A
Liberate	N/A
Polaris	N/A

SITE IMAGES: "Pond 5A"

SITE NAME: "Pond 5A"

Water Level	Aesthetic Appearance	Fish / Wildlife
Full Pool	Good	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Spotty Severe

General Comments	Method of Application
pse expect some algae as the grass dies	Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Aquamaster (Roundup Custom)	524-343
Cutrine FL 909	67690-93
Cide Kick	N/A
Liberate	N/A
Polaris	N/A

SITE IMAGES: "Pond 5A"

SITE NAME: "Pond 5b"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Good	Clear	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Spotty Moderate

Method of Application
Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Cutrine FL 909	67690-93
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 5b"

SITE NAME: "Pond 5b"

Water Level	Aesthetic Appearance	Fish / Wildlife
Full Pool	Good	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Spotty Moderate

Method of Application
Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Cutrine FL 909	67690-93
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 5b"

SITE NAME: "Pond 5c"

Water Level	Aesthetic Appearance	Fish / Wildlife
Full Pool	Good	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Sparse Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Cide Kick	N/A
Cutrine FL 909	67690-93
Copper Sulfate Fine 30	46923-4
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 5c"

SITE NAME: "Pond 8a"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Good	Clear	Normal

SITE NAME: "Pond 6"

Comments:
No issues observed

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Clear	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

General Comments
Pond looks good and will continue to monitor.

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 6"

SITE NAME: "Pond 7a"

Comments:
Minor grasses.

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Clear	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds	Spotty

General Comments	Method of Application
Sprayed minor grasses.	Trailered Boat

Product Used	EPA #
Cide Kick	N/A
Polaris	N/A
Aquamaster (Roundup Custom)	524-343

SITE IMAGES: "Pond 7a"

SITE NAME: "Pond 7b"				
Water Level	**Aesthetic Appearance**	**Water Appearance**	**Erosion / Sedimentation**	**Fish / Wildlife**
Full Pool	Poor	Turbid	Present: No recent changes	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Spotty

General Comments	Method of Application
Treated pond for algae and observed vegetation is decomposing slowly.	Trailered Boat

Product Used	EPA #
Captain Xtr 2X2.5 Gal	67690-9
Copper Sulfate Fine 30	46923-4

SITE IMAGES: "Pond 7b"

SITE NAME: "Pond 10a"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation
Full Pool	Fair	Turbid	Present: No recent changes

SITE NAME: "Pond 7c"

Comments:
Moderate grasses

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Fair	Clear	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds	Moderate

General Comments	Method of Application
Sprayed exposed shoreline grasses.	Trailered Boat

Product Used	EPA #
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Cide Kick	N/A

SITE IMAGES: "Pond 7c"

SITE NAME: "Pond 8a"			
Water Level	**Aesthetic Appearance**	**Water Appearance**	**Fish / Wildlife**
Full Pool	Good	Clear	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Sparse Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Cutrine FL 909	67690-93
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 8a"

SITE NAME: "Pond 8a"			
Water Level	**Aesthetic Appearance**	**Water Appearance**	**Fish / Wildlife**
Full Pool	Good	Clear	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Spotty Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Cutrine FL 909	67690-93
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 8a"

SITE NAME: "Pond 8a"			
Water Level	**Aesthetic Appearance**	**Water Appearance**	**Fish / Wildlife**
Full Pool	Good	Clear	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Spotty Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Cutrine FL 909	67690-93
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 8a"

SITE NAME: "Pond 8a"			
Water Level	**Aesthetic Appearance**	**Water Appearance**	**Fish / Wildlife**
Full Pool	Good	Clear	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Spotty Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Cutrine FL 909	67690-93
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 8a"

SITE NAME: "Pond 9a"

Comments:
Moderate grasses

Water Level	Aesthetic Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Poor	Present: No recent changes	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds	Moderate

General Comments	Method of Application
Sprayed exposed shoreline grasses.	Trailered Boat

Product Used	EPA #
Polaris	N/A
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343

SITE IMAGES: "Pond 9a"

Thank you for your business!

SITE NAME: "Pond 9c"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Clear	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Lyngbya Shoreline/Terrestrial Weeds	Moderate Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 9c"

SITE NAME: "Pond 9c"

SITE NAME: "Pond 9c"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Good	Clear	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Lyngbya Shoreline/Terrestrial Weeds	Moderate Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 9c"

SITE NAME: "Entry Pond"

Water Level	Aesthetic	Water Appearance	Erosion /	Fish / Wildlife

SITE NAME: "Pond 10a"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation
Full Pool	Fair	Turbid	Present: No recent changes

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Spotty

General Comments	Method of Application
Treated pond for algae and will continue to monitor the die-off of vegetation.	Trailered Boat

Product Used	EPA #
Copper Sulfate Fine 30	46923-4

SITE IMAGES: "Amenity Pond"

SITE NAME: "Pond 10c"

Comments:
Severe grasses

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Clear	Present: No recent changes	Normal

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Poor	Turbid	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds	Severe

General Comments	Method of Application
Sprayed overgrown grass	Gator/ATV

Product Used	EPA #
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A

SITE IMAGES: "Pond 10c"

SITE NAME: "Pond 11a"

Comments:
Severe grasses, algae, and submersed vegetation.

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Poor	Turbid	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Extent of Aquatic Vegetation
Severe Severe Severe

General Comments	Method of Application
Treated pond for grasses, algae, and submersed vegetation.	Trailered Boat

Product Used	EPA #
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Copper Sulfate Fine 30	46923-4
Aquastrike	70506-302

SITE IMAGES: "Pond 11a"

SITE NAME: "Pond 11b"

Comments:
Severe grasses and chara.

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Poor	Clear	Present: No recent changes	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Severe
Chara	Severe
Shoreline/Terrestrial Weeds	Severe

General Comments	Method of Application
Treated grasses and chara.	Trailered Boat

Product Used	EPA #
Polaris	N/A
Aquastrike	70506-302
Aquamaster (Roundup Custom)	524-343
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A

SITE IMAGES: "Pond 11b"

SITE NAME: "Pond 14"

Comments:
Grasses, minor algae, and native spikerush

SITE NAME: "Pond 11c"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Clear	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Spotty

General Comments	Method of Application
Pond in overall good condition. Treated pond for algae.	Backpack

Product Used	EPA #
Captain Xtr 2X2.5 Gal	67690-9

SITE IMAGES: "Entry Pond"

SITE NAME: "Pond 12a"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Good	Clear	Alligators - Present
Full Pool	Fair	Turbid	Normal

Appearance	Sedimentation
	Present: No recent changes

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Spotty Moderate

Method of Application
Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 12a"

SITE NAME: "Pond 12a"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Good	Clear	Alligators - Present

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Chara Shoreline/Terrestrial Weeds	Severe Severe

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Spotty Moderate

General Comments	Method of Application
Treated grasses and chara.	Trailered Boat

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	70506-302
Aquamaster (Roundup Custom)	524-343
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A

SITE IMAGES: "Pond 11b"

SITE NAME: "Pond 14"

Comments:
Grasses, minor algae, and native spikerush

Water Level	Aesthetic Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Present: No recent changes	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds Algae	Spotty

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Fair	Turbid	Present: No recent changes	Normal

Emergency Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds Algae	Spotty Spotty

General Comments	Method of Application
Treated grasses and algae while also preserving native spike rush	Trailered Boat

Product Used	EPA #
Polaris	N/A
Aquamaster (Roundup Custom)	524-343
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A

SITE IMAGES: "Pond 14"

SITE NAME: "Pond 14b"

Comments:
Grasses, algae, and penny wort

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Poor	Clear	Present: No recent changes	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Spotty
Shoreline/Terrestrial Weeds	Spotty
Pennywort	Spotty

General Comments	Method of Application
Treated algae, grasses, and penny wort	Trailered Boat

Product Used	EPA #
Cide Kick	N/A
Copper Sulfate Fine 30	46923-4
Aquamaster (Roundup Custom)	524-343
Polaris	N/A

SITE IMAGES: "Pond 14b"

SITE NAME: "Pond 22b"

Comments:
Severe alligator weed and spotty algae.

SITE NAME: "Pond 20"			
Water Level	**Aesthetic Appearance**	**Water Appearance**	**Fish / Wildlife**
Full Pool	Good	Clear	Alligators - Present

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Extent of Aquatic Vegetation
Sparse

Method of Application
Gator/ATV

Product Used	EPA #
Cutrine FL 909	67690-93

SITE NAME: "Pond 20"			
Water Level	**Aesthetic Appearance**	**Water Appearance**	**Fish / Wildlife**
Full Pool	Good	Clear	Alligators - Present

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Sparse

Method of Application
Gator/ATV

Product Used	EPA #
Cutrine FL 909	67690-93

SITE IMAGES: "Pond 20"

SITE NAME: "Pond 20"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Good	Clear	Alligators - Present

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Sparse

Method of Application
Gator/ATV

Product Used	EPA #
Cutrine FL 909	67690-93

SITE IMAGES: "Pond 20"

SITE NAME: "Pond 24c"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Clear	Signs of shoreline erosion	Alligators - Present

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Cattails	Moderate Moderate

SITE NAME: "Pond 21a"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Below Normal Pool	Good	Clear	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Moderate Moderate

General Comments	Method of Application
as the grass dies you may see algae growth	Gator/ATV

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 21a"

SITE NAME: "Pond 7b"

SITE NAME: "Pond 21b"			
Water Level	**Aesthetic Appearance**	**Water Appearance**	**Erosion / Sedimentation**
Full Pool	Fair	Clear	Signs of shoreline erosion

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Moderate Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Cutrine FL 909	67690-93
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 21b"

SITE NAME: "Pond 20"			
Water Level	**Aesthetic Appearance**	**Water Appearance**	**Fish / Wildlife**

SITE NAME: "Pond 22a"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Fair	Turbid	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Spotty

General Comments	Method of Application
Grasses have died and are slowly decaying. Treated pond for algae and will continue to monitor.	Trailered Boat

Product Used	EPA #
Copper Sulfate Fine 30	46923-4

SITE IMAGES: "Pond 22a"

SITE NAME: "Pond 29b"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Clear	Present: No recent changes	Normal

SITE NAME: "Pond 22b"

Comments:
Severe alligator weed and spotty algae.

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Poor	Clear	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Alligator Weed Algae	Severe Spotty

General Comments	Method of Application
Treated alligator weed and algae.	Trailered Boat

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Aquamaster (Roundup Custom)	524-343
Cide Kick	N/A
Polaris	N/A

SITE IMAGES: "Pond 22b"

SITE NAME: "Pond 23b"

Comments:
Minor pennywort and spotty algae

Water Level	Aesthetic Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Present: No recent changes	Normal

SITE NAME: "Pond 23a"			
Water Level	**Aesthetic Appearance**	**Water Appearance**	**Fish / Wildlife**
Full Pool	Fair	Clear	Alligators - Present

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Moderate Moderate

Method of Application
Gator/ATV

Product Used	EPA #
Clearigate	N/A
Cutrine FL 909	67690-93
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 23a"

SITE NAME: "Pond 23a"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Fair	Clear	Alligators - Present

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Moderate Moderate

General Comments
I have a few small patches of duck potatoes

Product Used	EPA #
Clearigate	N/A
Cutrine FL 909	67690-93
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 23a"

SITE NAME: "Pond 23b"

Comments:
Minor pennywort and spotty algae

Water Level	Aesthetic Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Pennywort	Spotty Spotty

General Comments	Method of Application
Treated for algae and penny wort	Trailered Boat

Product Used	EPA #
Aquamaster (Roundup Custom)	524-343
Copper Sulfate Fine 30	46923-4
Polaris	N/A
Cide Kick	N/A

SITE IMAGES: "Pond 24b"

SITE NAME: "Pond 24a"

Comments:

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Moderate Heavy

Method of Application
Gator/ATV

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 24a"

SITE NAME: "Pond 24b"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Poor	Signs of shoreline erosion	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Moderate Moderate

Additional Services	Method of Application
Lake dye added	Gator/ATV

Product Used	EPA #
Cutrine FL 909	67690-93
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A
Aquamark BL SS (Quart)	N/A

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Moderate Heavy

General Comments	Method of Application
when the grass dies and starts to decompose there will be algae	Gator/ATV

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 24b"

SITE NAME: "Pond 24a"

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Moderate Heavy

SITE NAME: "Pond 24c"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Clear	Signs of shoreline erosion	Alligators - Present

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Cattails Shoreline/Terrestrial Weeds	Moderate Moderate Spotty

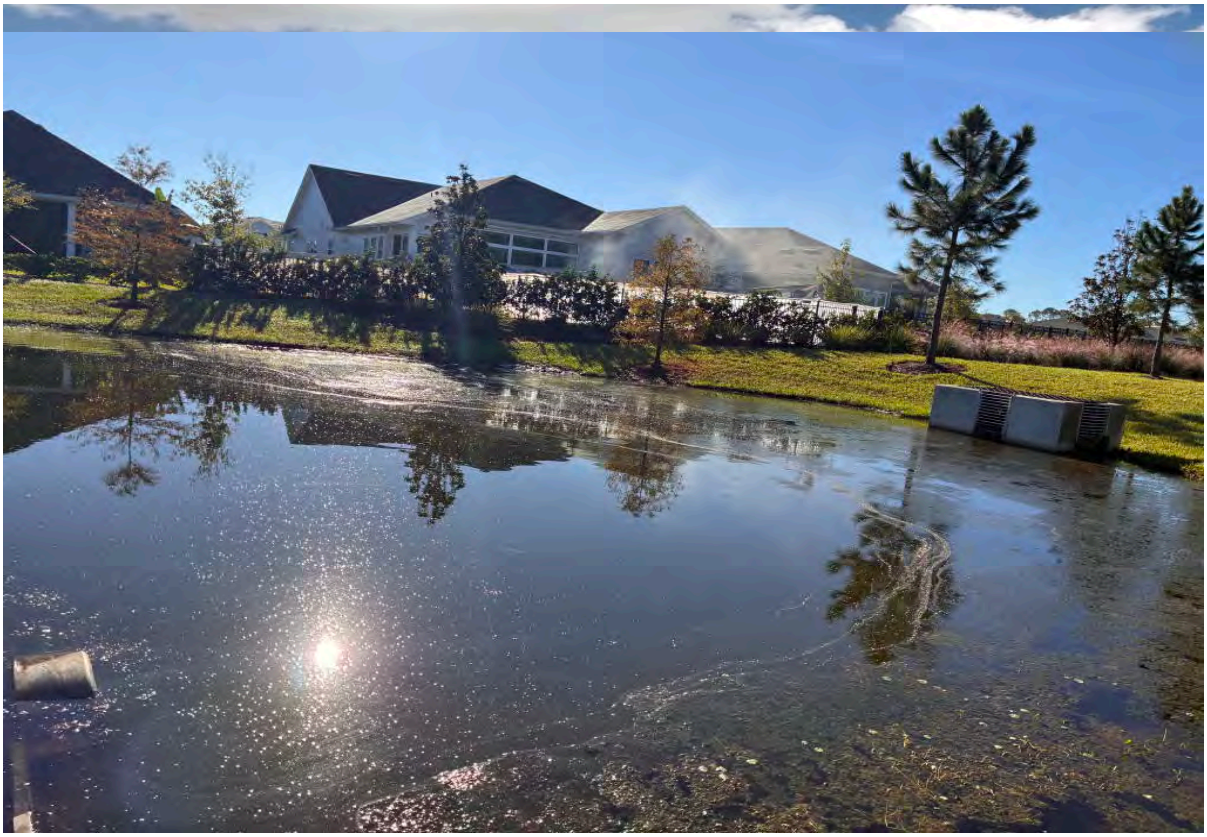
General Comments	Method of Application
erosion. some of the wash aways are bad. some duck potatoes patches left deliberately	Gator/ATV

Product Used	EPA #
Cutrine FL 909	67690-93
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 34"

SITE NAME: "Pond 28a"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Fair	Clear	Signs of shoreline erosion	Normal



SITE NAME: "Pond 28b"

Comments:
Severe algae, pennywort grasses, and yellow primrose

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Fair	Clear	Alligators - Present

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Poor	Turbid	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Severe
Shoreline/Terrestrial Weeds	Severe
Pennywort	Severe
Primrose	Severe

General Comments	Method of Application
Treated for algae, and nuisance vegetation.	Trailered Boat

Product Used	EPA #
Cide Kick	N/A
Polaris	N/A
Aquamaster (Roundup Custom)	524-343
Copper Sulfate Fine 30	46923-4

SITE IMAGES: "Pond 28b"

SITE NAME: "Pond 35"

Comments:
Abundant native spike rush, moderate algae, spotty grasses, and old bread near outfall possiblly from home owners feeding ducks.

SITE NAME: "Pond 29a"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation
Full Pool	Good	Clear	Present: No recent changes

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Sparse

General Comments	Method of Application
Pond is in overall good condition. Treated for minor planktonic algae.	Backpack

Product Used	EPA #
Copper Sulfate Fine 30	46923-4

SITE IMAGES: "Pond 29a"

SITE NAME: "Pond 33"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Fair	Turbid	Present: No recent changes	Normal

SITE NAME: "Pond 29b"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Clear	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Sparse

General Comments	Method of Application
Pond is in excellent condition. Pretreated pond for algae.	Backpack

Product Used	EPA #
Copper Sulfate Fine 30	46923-4

SITE IMAGES: "Pond 29b"

SITE NAME: "Pond 29a"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation
Full Pool	Good	Clear	Present: No recent changes

Primary Spillway

SITE NAME: "Pond 31"

Water Level	Aesthetic Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Poor	Signs of shoreline erosion	Normal

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Moderate Moderate

Additional Services	Method of Application
Lake dye added	Gator/ATV

Product Used	EPA #
Cutrine FL 909	67690-93
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A
Aquamark BL SS (Quart)	N/A

SITE IMAGES: "Pond 31"

SITE NAME: "Pond 31"

Water Level	Aesthetic Appearance	Fish / Wildlife
Full Pool	Poor	Normal

Emergency Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds Planktonic Algae	Moderate Moderate Moderate

Method of Application
Gator/ATV

Product Used	EPA #
Cutrine FL 909	67690-93
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A
Aquamark BL SS (Quart)	N/A

SITE IMAGES: "Pond 29a"

SITE NAME: "Pond 33"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Fair	Turbid	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Moderate

General Comments	Method of Application
Grasses have died and are slowly decomposing. Treated pond for algae and will continue to monitor future treatments.	Trailered Boat

Product Used	EPA #
Clearigate	N/A
Captain Xtr 2X2.5 Gal	67690-9
Cide Kick	N/A
Copper Sulfate Fine 30	46923-4
Copper Sulfate Small Granular	N/A
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 33"

SITE NAME: "Pond 21b"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation
Full Pool	Fair	Clear	Signs of shoreline erosion

SITE NAME: "Pond 34"

Water Level	Aesthetic Appearance	Level of Trash Removed
Full Pool	Fair	Low

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Sparse Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Clearigate	N/A
Cutrine FL 909	67690-93
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 34"

SITE NAME: "Pond 34"

Water Level	Aesthetic Appearance	Level of Trash Removed
Full Pool	Fair	Low

Primary Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Sparse Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Clearigate	N/A
Cutrine FL 909	67690-93
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

SITE IMAGES: "Pond 28b"

SITE NAME: "Pond 35"

Comments:
Abundant native spikerush, moderate amount of patty grasses and old bread near outfall possibly from home owners feeding ducks.

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Fair	Clear	Signs of shoreline erosion	Normal

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Poor	Turbid	Present: No recent changes	Normal

Emergency Spillway
No Blockages

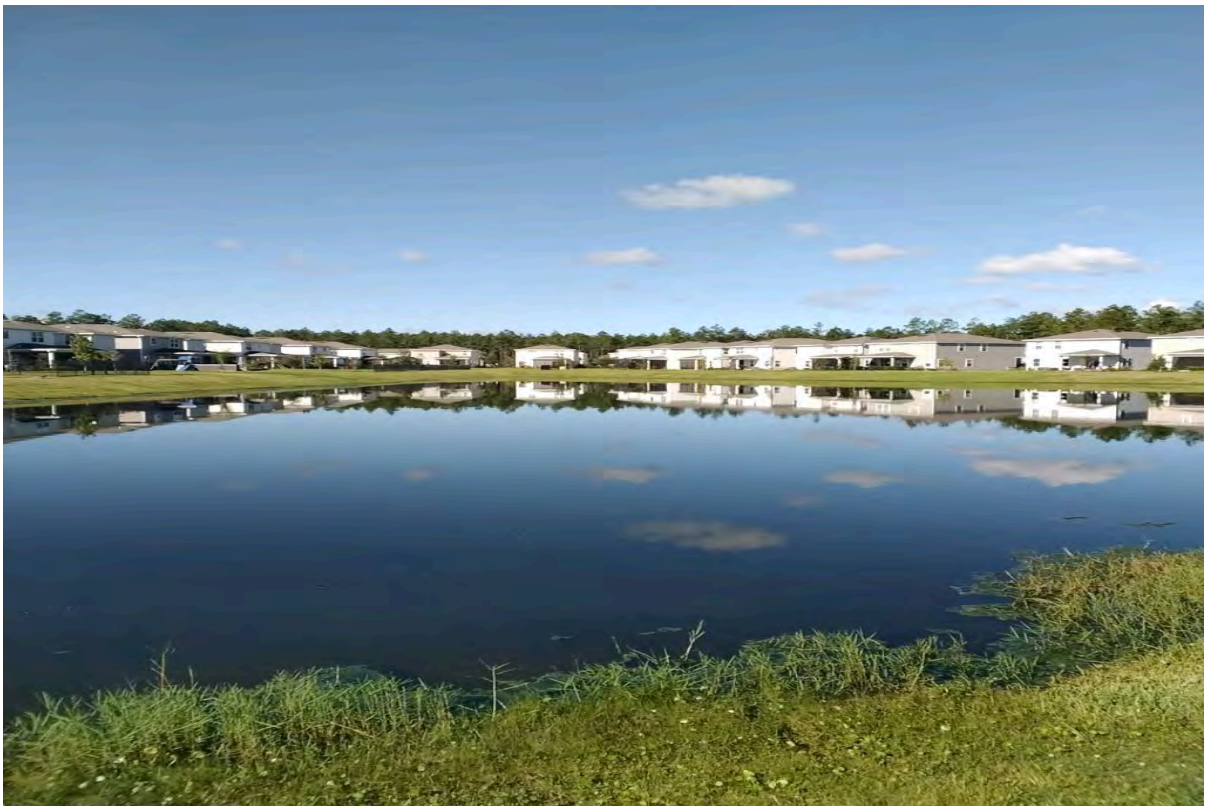
Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Moderate Spotty

General Comments	Method of Application
Treated pond for algae while also preserving grasses while preserving spike rush. Would also recommend discouraging wildlife feeding.	Trailered Boat

Product Used	EPA #
Aquamaster (Roundup Custom)	524-343
Cide Kick	N/A
Polaris	N/A
Copper Sulfate Fine 30	46923-4

SITE IMAGES: "Pond 35"

SITE IMAGES: "Pond 31"



SITE NAME: "Pond 36"

Comments:

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Poor	Clear	Normal

Water Level	Aesthetic Appearance	Erosion / Sedimentation

Primary Spillway

Emergency Spillway
No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Spotty
Cattails	Spotty
Algae	Spotty

Method of Application
Gator/ATV

General Comments	Method of Application

Product Used	EPA #
Clearigate	N/A

Product Used	EPA #
Cutrine FL 909	67690-93
Cide Kick	N/A
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Copper Sulfate Small Granular	N/A
Polaris	N/A
Polaris	N/A
Copper Sulfate Fine 30	46923-4
Liberate	N/A

SITE IMAGES: "Pond 23a"

SITE NAME: "Amenity Pond"

Comments:
Spotty grasses, growth around bulk head

Water Level	Aesthetic Appearance	Level of Trash Removed

Water Level	Aesthetic Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Present: No recent changes	Normal

Primary Spillway

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Shoreline/Terrestrial Weeds	Sparse Spotty

Method of Application
Gator/ATV

Product Used	EPA #
Clearigate	N/A
Cutrine FL 909	67690-93
Aquamaster (Roundup Custom)	524-343
Polaris	N/A
Liberate	N/A

Extent of Aquatic Vegetation
Spotty

General Comments	Method of Application
Sprayed exposed shoreline grasses and around bulkhead.	Trailered Boat

Product Used	EPA #
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A

SITE IMAGES: "Amenity Pond"

SITE NAME: "Pond 10c"

Comments:
Severe grasses

SITE NAME: "Entry Pond"

Water Level	Aesthetic Appearance	Water Appearance	Erosion / Sedimentation	Fish / Wildlife
Full Pool	Good	Clear	Present: No recent changes	Normal

Primary Spillway	Emergency Spillway
No Blockages	No Blockages

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Shoreline/Terrestrial Weeds Algae	Spotty Sparse

General Comments	Method of Application
Sprayed exposed shoreline grasses and spot treated minor algae.	Trailered Boat

Product Used	EPA #
Copper Sulfate Fine 30	46923-4
Cide Kick	N/A
Aquamaster (Roundup Custom)	524-343
Polaris	N/A

SITE IMAGES: "Entry Pond"

SITE NAME: "Pond 12a"

Water Level	Aesthetic Appearance	Water Appearance	Fish / Wildlife
Full Pool	Good	Clear	Alligators - Present

Return to Agenda Pg. 2

EXHIBIT 11

MONTHLY MANAGEMENT OPERATIONS REPORT

Trout Creek CDD

General Manager: Belynda Tharpe
Assistant General Manager: Jessica Knutelsky **September 2026**

I. ADMINISTRATION:

- **Call Log – Kayak Hub Calls Received (9/1/2026 – 9/30/2026):**
  - HOA – 5
  - Landscaping/ Irrigation – 2
  - Work order for an amenity – 1
  - General inquiry – 14
  - Private resident reservation – 12
  - Amenity access – 6
  - Website Information – 5

- **Walk-In Log – Kayak Hub; Resident Services Coordinator (9/1/2026 – 9/30/2026):**
  - HOA – 8
  - Landscaping/ Irrigation – 2
  - Work order for an amenity – 1
  - General inquiry – 21
  - Private resident reservation – 10
  - Amenity access – 22
  - Website Information – 2
  - Lifestyle – 2
  - Property tours – 3

- **Mass Communications (9/1/2026 – 9/30/2026):**
  - The Stream; CDD News – 4
  - Lifestyle Monthly Newsletter & Weekly Update – 4
  - Lifestyle; Drive-In Movie Canceled
  - District Manager; Town Hall

- **Managers Operations (9/1/2026 – 9/30/2026):**
  - Worked with Lifestyle Dept. to head the transition for all Interest Groups with the District, conducted a meeting to ensure all admins under the new policy and all paperwork signed
  - Assisted Lifestyle with Labor Day Vendor Village
  - Attended meeting with several new Interest Groups to ensure District policy was followed
  - Employee reviews conducted throughout the month
  - Conducted Lifestyle Coordinator interviews
  - Hosted meeting with both landscaping companies (Prestige & Ruppert) to discuss upgrading irrigation system and what is needed to facilitate
  - Facilitated election reservation for Vicky Oaks for November
  - Assisted Lifestyle with Yappy Hour event
  - Assisted with Lifestyle Newsletter and Weekly Updates

- Assisted with The Stream eblasts weekly
- Met with Kompan's new representative for our region for introductions
- Worked and met with several AV/ sound companies to provide proposals for the Kayak Clubroom improvements for meetings and Lifestyle events
- Assisted Lifestyle with Casino Oktoberfest, Mickey's Halloween Dance Party and Boo Bash prep

Reoccurring Meetings/Events:

- Property drive with Ruppert Landscape
- Property drive with Prestige Landscape
- Pond inspections
- Attended the CDD Workshop/ CDD Meeting
- Monthly meeting with Supervisor Ronnie Murphy
- Monthly meeting with Supervisor Vincent Sajkowski
- Monthly meeting with Vice Chairperson Heather Loffredo
- GM attend RecNet monthly board meeting
- AGM attend monthly Jacksonville Engagement Committee meeting with FSR
- Completed the monthly property metrics report for FSR
- Attended monthly managers meeting with FSR Regional Director/ VP
- Attended monthly FirstFriday FirstCall with FSR region team
- Attended FirstService Residential University classes/ training
- Weekly website meeting with Northern Helm
- Weekly staff meetings
- Bi-weekly maintenance inspection with maintenance supervisor
- Weekly leadership meetings
- Attended the monthly FSR Lifestyle collaboration call

II. NEW OWNER(S):

- 15 New builds in all of September 2026

III. WORK ORDERS SUBMITTED:

- General Maintenance – 7
- Landscaping/ Irrigation – 10
- HOA – 5
- Political Signs – 2

IV. VIOLATIONS, MISCHIEF, MISCHEIF:

- Standing/ Hanging on tennis entrance gate; Staff having to replace hardware and work with fencing vendor to correct

V. KAYAK CAFÉ REPORTS:

- September Square Café Category Sales Report (attached)
- September TCCDD Square Sales Report (attached)

VI. LIFESTYLE REPORTS:

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

VII. MAINTENANCE REPORT:

- September Maintenance Report (attached)

Return to Agenda Pg. 2

EXHIBIT 12

Sep 1, 2026–Sep 30, 2026

Category Sales Report

CAFE

Category	Items Sold	Gross Sales
Uncategorized	37	$61.25
CANDY	116	$151.00
CHIPS	20	$40.00
DRINKS	211	$371.00
HOT DRINKS	12	$14.00
KIDS MEAL	11	$88.00
PIZZA	26	$268.00
SANDWICHES	15	$132.00
SINGLE ITEMS	10	$45.00
TREATS	53	$262.00
WRAPS/BURGERS	8	$60.00
Total	**519**	**$1,492.25**

Return to Agenda Pg. 2

EXHIBIT 13

Sep 1, 2026–Sep 30, 2026

Category Sales Report

TCCDD

Category	Items Sold	Gross Sales
Uncategorized	254	$6,072.70
FOBS	19	$570.00
TCCDD Reservations	46	$5,492.00
Total	**319**	**$12,134.70**

Return to Agenda Pg. 2

EXHIBIT 14

EXHIBIT 15

Trout Creek CDD Lifestyle
September 2026 Summary Report

Major Community Events

- **Labor Day Celebration - Saturday, September 5th**

Residents gathered from 11am - 2pm for a day of fun in the sun to honor their hard work. Kids hunted in the foam zone for a chance to win prizes and cooled off on the giant water slide while DJ Mark played everyone's favorite tunes. The First Coast Vendor Village joined the event offering attendees a wide variety of wares. Food trucks were on site with delicious food options. This signature event was free to residents and non-resident guests were required to pay $5 per person. Over **250** residents attended and **1** non-resident guest attended this event.

- **Back-to-School Drive-in Movie - rescheduled for Sunday, September 6th**

due to a previous rainout, the event was once again cancelled due to weather conditions. The event has not been rescheduled at this time.

- **Food Truck Friday - September 11th & 18th**

A variety of cuisine options from participating food vendors were offered on the Event Lawn. The September 11th event was cancelled due to weather conditions.

- **Pop Up Food Truck - Friday, September 25th**

Frankie's Franks popped up in the Kayak Club parking lot from 11am - 4pm.

Social & Community Engagement

- **Coffee & Conversations - Thursday, September 10th**

Residents enjoyed a complimentary breakfast from 9 - 11am in the Kayak Clubroom sponsored by Care Plus Health Plans - Humana. Kinder Kafe donated fresh coffee, and the Little Pancake Truck delivered delicious breakfast options to **24** attendees.

- **Yappy Hour - Thursday, September 17th**

25 four-legged friends brought their owners out to the Dog Park from 4 - 6pm for a howling good time. The dogs had a ball as they played with fellow community pups, listened to music, snacked on dog treats and enjoyed playing catch. Pet Wants was on site offering healthy treat and food options for residents to purchase for their dogs. Jet Set Pilates planned to offer a Pups & Pilates class at 5:30pm, but due to weather conditions the class was cancelled.

- **Medicare & Meatballs - Tuesday, September 22nd**

An informative Medicare presentation and delicious Italian meal was sponosred by Senior Resource Group, LLC. in the Kayak Clubroom from 6 - 8pm. **34** residents attended this event.

Recurring & Educational Programs

- **Curiosity University** sessions were held on **9/1, 9/8, 9/15, 9/22 & 9/29** with an average attendance of **10 - 15 residents**.

- **SJCO Book Mobile - Mondays**

Weekly visits from the Book Mobile from 10am - 2pm on the event lawn.

- **OneBlood Mobile - Tuesday, September 8th**

The Blood Mobile was located in the Kayak Club parking lot from 10am - 3pm.
Only **3** residents registered this month to donate, which is lower than average.

Cafe Takeover & Vendor Activity

- Complicated Dough - 9/8 & 9/22

Food Trucks - **12** served the community throughout the month of September.

Return to Agenda Pg. 2

EXHIBIT 16

September, 2025

Lifestyle Profit & Loss

Summary	Estimated	Actual
Total lifestyle income	$0.00	$5,554.41
Total lifestyle expense	$0.00	$2,038.00
Total profit	**$0.00**	**$3,516.41**

EVENT REVENUE/ COST

Coffee And Convo/CU	Revenue	Cost
Sam's(Drinks)		$38.47
CarePlus Sponsor	$250.00	
Little Pancake		$200.00
Total	**$250.00**	**$238.47**

Labor Day Event	Revenue	Cost
DJ Mark Green		$300.00
Foam Truck/Water Slide		$1,080.00
Non-Resident Tix(1)	$5.00	
Publix (Ice)		$11.98
Amazon(Remote Boats)		$119.98
Amazon(wristbands)		$35.19
Total	**$5.00**	**$1,547.15**

Yappy Hour	Revenue	Cost
Custom Signs(Reusable)Vista Print		$105.42
Total	**$0.00**	**$105.42**

Gen. Supplies	Revenue	Cost
Sam's(Storage Bins)		$8.98
Amazon(Drink Dispensers)		$137.98
Total	**$0.00**	**$146.96**

Events Summary	Actual
Total income	$255.00
Total expense	$2,038.00
Total Profit	**-$1,783.00**

VENDOR REVENUE - 10% OF ALL SALES

Vendor	Payment Method	Income
904 Tennis	Check	$599.82
Laura Comas -CPR	Square	$106.00

Songhwa Choi(Zumba Gold)	Check	$40.00
Nigel Eldridge(trainer)	Square	$792.00
Nate Dietzman Tutoring	Square	$91.00
Dave- Kombat Martial Art	Square	$58.00
Bri Pantalion Pilates	Square	$85.20
Sarap Stop	Square	$61.40
Father's Heart(BBQ)	Square	$94.80
The Little Pancake Truck	Square	$25.86
Fruity Lemingo	Square	$137.83
Complicated Dough(9/8&9/22)	Square	$57.60
Village Vendor(9/5)	check	$98.00
Meghan Magnani(Faith & Fern)	Square	$2,800.00
Meghan Magnani(Faith & Fern)	Square	$60.00
Sunset Slush(9/10-9/19))	Square	$191.90
Total		**$5,299.41**

SPONSORSHIPS

Sponsor	Type		Income
Total		**$0.00**	**$0.00**

Return to Agenda Pg. 2

EXHIBIT 17

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
Agenda Cover Sheet for Amended Rules, Policies & Rates for District Facilities

Summary of proposed amendments to the District's Rules, Policies & Rates for Usage for All District Facilities (the "Policies"), last amended July 23, 2026.

Political and Campaign Activities at Board Meetings and Workshops

- The existing exception for District-hosted events does not include Board meetings or workshops, which are limited public forums held to conduct District business.
- While a meeting or workshop is in session, no attendee may display "Campaign Materials" in the meeting room: apparel, buttons, signs, handouts, or similar items that display the name, likeness, logo, or slogan of a candidate, political party, or political committee, or that expressly advocate the election or defeat of a candidate or the passage or defeat of a ballot measure.
- Anyone may speak during public comment, but only on District business and not to expressly advocate the election or defeat of a candidate or the passage or defeat of a ballot measure.
- The rule applies equally to all attendees, including Supervisors, staff, and candidates, regardless of viewpoint; refusing to remove or cover Campaign Materials may be treated as a disruption.
- The rule does not limit the opportunity to be heard on a proposition before the Board under section 286.0114, Florida Statutes, Supervisor discussion of District business, or lawful expressive activity on District roadways, sidewalks, parks, open spaces, and trails.
- Sole exception: the Board may invite all qualified candidates for the same office, on equal terms, to a forum or agenda item; those statements are not public comment, but Campaign Materials remain barred.

Golf Cart Registration Eliminated

- Golf cart registration and Addendum E (Golf Cart Registration and Use Agreement) are deleted, including the annual cart approval, driver safety course, decals, and owner indemnity agreement.
- Golf carts remain permitted on designated District Roads and Cart Paths, subject to Chapter 316, Florida Statutes. The District may still require registration of any Wheeled Device.

E-Bike Safety Course Eliminated

- The District e-bike safety course requirement (for riding on District Property other than District Roads) is deleted, including the duplicate in the helmet rule.
- E-bikes remain limited to District Roads and Cart Paths and prohibited on Designated Trails, landscape berms, retention areas, swales, and other Common Areas. "Sidewalks" is removed from the e-bike speed rule to match.

Fee Changes (Addenda A and B)

- The Golf Cart Registration Fee ($0–$50 per golf cart) and the E-Bike/Micromobility Safety Course fee ($0–$25 per unit per year) are deactivated. No rate is added or increased.

Fitness Lodge Orientation Eliminated

- Patrons ages 14–15 no longer need a fitness orientation; the liability release remains.

Conforming Changes: corrects cross-references and lettering in the Wheeled Devices section and Signage Standards, adds a Signage Standards cross-reference to the Campaign Materials rule, and reletters the campaign provision.

Board Options: (a) adopt as presented; (b) adopt with Board-directed changes; (c) defer; or (d) decline and direct staff.

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
July 23, 2026
[October 29, 2026]

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

TABLE OF CONTENTS

DEFINITIONS 3
ANNUAL USER FEE STRUCTURE 4
DISTRICT FACILITY ACCESS 4
TENANT PRIVILEGES 4
SIGNAGE STANDARDS 7
GENERAL DISTRICT FACILITIES USAGE POLICY 9
FREE-RANGE BIRD'S NEST FOR CHILDREN 11
SWIMMING POOLS, TOWER SLIDE, AND LAZY RIVER POLICIES 11
HOURS OF OPERATION: 11
POOL RULES AND REGULATIONS 12
FECES POLICY FOR ALL SWIMMING AND WADING POOLS 13
ADA CHAIR LIFT USAGE POLICY 13
WEATHER POLICY 13
AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY 13
LAZY RIVER POLICIES 13
TOWER SLIDE SPECIFIC POLICIES 14
FITNESS LODGE POLICIES 15
GROUP FITNESS ROOM 16
TENNIS FACILITY POLICIES 16
TROUT CREEK CDD RULES GOVERNING E-BIKE USE ON DISTRICT PROPERTY 17
RENTAL OF DESIGNATED DISTRICT FACILITIES 17
RENTAL OF OUTPOST POLICIES 18
SHEARWATER LANDING AND KAYAK LAUNCH POLICIES 19
BARBEQUE GRILL POLICIES 19
POND POLICIES 19
FISHING POLICIES 20
PARKS, EVENT LAWN, AND PLAYGROUND POLICIES 20
DOG PARK POLICIES 21
TRAIL POLICIES 21
WHEELED DEVICES AND MOTORIZED VEHICLES 22
COMMUNITY GARDEN POLICIES 24
NANNY/AU PAIR/CAREGIVER POLICY 25
GRANDPARENT POLICY 25
LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY 26
INDEMNIFICATION 26
SUSPENSION AND TERMINATION OF DISTRICT FACILITY PRIVILEGES 27
NATURAL BUFFER AREAS POLICY STATEMENT 27
ACKNOWLEDGEMENT 28
ADDENDUM A – AMENITY AND GUEST FEES 29
ADDENDUM B – RENTAL FEES 30
ADDENDUM C – SUSPENSION AND TERMINATION OF DISTRICT FACILITY PRIVILEGES 34
ADDENDUM D – FISHING PONDS 38

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, Designated 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 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. 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.
17. 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.
18. 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.
19. Loitering is not permitted at any District Facilities.
20. 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.
21. 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.
22. 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.
23. Signs on District Property are regulated on a content-neutral basis under the District's Signage Standards set forth in these Policies. Except for Official Signs and signs

expressly permitted under the Signage Standards, no person shall erect, post, affix, or place any sign on District Property. No application, registration, permit, or approval is required or available for any sign, and no District official or representative is authorized to approve or disapprove any sign. This provision regulates the time, place, and manner of signs without regard to their message, viewpoint, or content, and does not apply to signs located on privately owned property.

24. Private barbeque grills of any kind are not permitted on District Property.
25. 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.

SIGNAGE STANDARDS

Purpose and Interpretation. These Signage Standards regulate the time, place, and manner of signs on District Property in order to promote traffic and pedestrian safety, preserve District roadways, infrastructure, landscaping, stormwater facilities, and natural areas, permit unobstructed maintenance and grounds operations, prevent damage to District Property and the accumulation of unattended materials on District Property, and avoid visual clutter. These Standards are content-neutral and shall be administered, interpreted, and enforced without regard to the message, viewpoint, subject matter, or identity of the speaker of any sign. The District does not operate any permit, registration, or approval process for signs, and no provision of these Standards vests the Board, the District Manager, the Community Director, Amenity Management, or any other District official or representative with discretion to approve, disapprove, or condition any sign. Nothing in these Standards shall be applied to restrict expression to a greater extent than permitted by the First Amendment to the United States Constitution, Article I, Section 4 of the Florida Constitution, or applicable Florida law. Capitalized terms not otherwise defined herein have the meanings given in the Definitions section of these Policies.

1. **Definitions; Application.** “Sign” means any physical device, display, or medium used to convey a visual message to the public, including any board, placard, poster, banner, flag, yard sign, or similar item, regardless of its message or content. “Sign” does not include messages worn or carried on the person; messages displayed on or in a motor vehicle, golf cart, or bicycle that is lawfully parked or operated; or handbills or leaflets distributed by hand in accordance with these Policies. “Unattended Sign” means a sign that is not carried or held by, and in the immediate physical possession of, a person who remains present with it. “Official Sign” means any sign installed, posted, or displayed by or at the direction of the District (where the District retains control over the sign’s message), including traffic-control, regulatory, directional, wayfinding, safety, informational, and District program or event signage, and any sign required to be posted by federal, State of Florida, or local law. Official Signs are the District’s own communications and are not restricted by these Standards. These Standards apply throughout District Property, including District roadways, rights-of-way, sidewalks, medians, parking areas, common areas, Designated Trails, and the District Facilities, and apply to all persons, whether or not a Patron or Guest.

2. **Scope; Private Property Excluded.** These Standards apply only to signs on District Property. They do not apply to, and shall not be construed to regulate, signs located on privately owned lots or other private property, including signs visible from District Property, which are governed by applicable St. Johns County codes and any applicable private covenants or restrictions administered by the applicable property owners’ association.

3. **Official Signs.** Nothing in these Standards limits the District's authority to install, maintain, or remove Official Signs on District Property. Official Signs constitute the District's own governmental speech.

4. **Unattended Signs Prohibited.** No Unattended Sign, other than an Official Sign, may be placed, erected, posted, affixed, staked, or maintained anywhere on District Property. This prohibition applies to every sign without regard to its message, viewpoint, subject matter, or the identity of the speaker.

5. **Permitted Expression.** Nothing in paragraph 4 prohibits: (a) Hand-held signs: A sign carried or held by a person who remains present with the sign is permitted on District roadways, sidewalks, and other outdoor areas open to the public, subject to lawful conduct and to the District's generally applicable rules; (b) Handbills and leaflets distributed by hand by a person present in accordance with all other Policies, provided they are not left unattended, stacked, posted, or affixed on District Property; (c) Messages on persons and vehicles, as excluded from the definition of "Sign", except that the display of Campaign Materials at meetings and workshops of the Board is governed by the Political and Campaign Activities provision of the General District Facilities Usage Policy; (d) Signs within reserved District Facilities: signs displayed inside a District Facility or reservable room in connection with a Patron's reservation, during the reserved period only, in accordance with the applicable facility rental agreement and these Policies, and removed by the reserving Patron at the conclusion of the reservation; (e) Reservation signage: a Patron holding a current reservation for a District Facility may display not more than two (2) freestanding signs outdoors within [fifty (50)] feet of the entrance to the reserved facility during the reserved period, provided no sign exceeds [six (6)] square feet per sign face or [four (4)] feet in height, no sign is affixed to District Property, and no sign obstructs or impairs any District Property, and provided further that such signs are removed by the reserving Patron at the conclusion of the reserved period, this subparagraph applying without regard to the content of any sign and requiring no approval; and (f) Signs required to be posted by law, and signs posted by a District contractor at the District's direction in connection with District operations. No sign displayed under this paragraph may be illuminated, digital, or animated, or accompanied by sound-amplifying or sound-emitting devices.

6. **Commercial Purposes.** Nothing in these Standards authorizes the use of District Property for Commercial Purposes. Signage in connection with activities conducted for Commercial Purposes is governed by the District's License Agreement Policy governing commercial use of and sales on District Property.

7. **Removal and Disposition. (**a) Amenity Management, and any contractor acting at the District's direction, may remove and dispose of any Unattended Sign prohibited by paragraph 4, and any other sign placed or maintained in violation of these Standards, at any time and without prior notice. Removal shall be carried out without regard to a sign's message, viewpoint, subject matter, or speaker. The District is not responsible for the condition, storage, or loss of any removed sign. (b) Nothing in these Standards requires the Board, the District Manager, the Community Director, or Amenity Management to patrol for, monitor, inspect for, or otherwise seek out signs, or to determine in advance whether any sign is permitted. Signs are removed in the ordinary course of District operations. (c) Removal under these Standards is a maintenance action and is not disciplinary. Suspension or termination of District Facility privileges under Addendum C shall not be imposed for

the placement of a sign unless the conduct independently constitutes a ground for suspension or termination under Addendum C, including damage to District Property or repeated violations after written notice.

8. **Elections; Polling Place.** On any day that District Property is used as a polling place or early voting site, signs and the solicitation of voters at that site are governed by section 102.031, *Florida Statutes*, and the direction of the St. Johns County Supervisor of Elections. A 150-foot no-solicitation zone is designated and marked by the Supervisor of Elections, not the District. Notwithstanding any other provision of these Standards, nothing herein shall be applied to prohibit the solicitation of voters by a candidate or a candidate's designee outside of the no-solicitation zone during polling hours, or otherwise to restrict expressive activity to a greater extent than section 102.031, *Florida Statutes*, and the First Amendment permit.

9. **Savings Clause; Severability.** These Standards shall be construed and applied consistent with the First Amendment and Florida law. If any application of these Standards would exceed constitutional or statutory limits, the Standards shall be applied only to the extent permitted by law. If any provision of these Standards is held invalid, the remaining provisions shall continue in full force and effect.

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, District 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 321-263-0132 as soon as practicable.

Political and Campaign Activities:

(a) General Rule. To avoid any appearance that the District endorses or opposes any candidate, and to protect the primary recreational and programmatic use of the District Facilities, political campaigning, electioneering, distribution of campaign literature, solicitation of votes, solicitation of campaign contributions (subject to section 106.15, *Florida Statutes*), candidate appearances by or on behalf of a candidate, and other political or campaign activities are prohibited within the District Facilities (including the Kayak Club, Fitness Lodge, pools and pool decks, tennis facility, and all reservable rooms, pavilions, and event spaces), except: (i) at an event officially hosted or sponsored by the District for such activities (for example, a candidate forum open to all qualified candidates for the same office on equal terms; this exception does not include meetings or

workshops of the Board, which are addressed in subparagraph (c)); or (ii) in connection with a room or facility reservation made by a Patron through the standard reservation process, provided that campaign-related content is incidental to a private event and the reserving Patron prominently includes in any promotional or invitational materials, and posts conspicuously at the event, a written disclaimer in substantially the following form: "This event is not hosted, sponsored, or endorsed by the Trout Creek Community Development District." Any access the District affords for campaign-related activity under this provision shall be made available to all candidates, parties, and points of view on the same terms, without regard to viewpoint. The District reserves the right to deny or revoke any reservation that fails to comply with this provision.

(b) Roadways, Sidewalks, Parks, Open Spaces, and Trails. Notwithstanding the definition of District Facilities, this provision does not apply to, and shall not be construed to restrict, lawful expressive activity on District roadways, sidewalks, parks, open spaces, or trails, which are addressed separately and are subject to the District's general, content-neutral rules and to applicable law.

(c) Meetings and Workshops of the Board. Nothing in this provision prohibits any person, including a candidate, from attending a meeting or workshop of the Board or from addressing the Board during public comment, subject to the restrictions in this subparagraph (c) and in subparagraphs (d) and (e). Meetings and workshops of the Board are limited public forums held for the purpose of conducting District business. To allow for the efficient and timely conduct of that business, no person attending a meeting or workshop of the Board may display Campaign Materials in the meeting room while the meeting or workshop is in session. "Campaign Materials" means any apparel, button, sign, banner, sticker, placard, handout, or similar item that displays the name, likeness, logo, or slogan of a candidate for public office, a political party, or a political committee, or that expressly advocates the election or defeat of a candidate or the passage or defeat of a ballot measure.

(d) Public Comment. Public comment must address matters of District business, and a speaker may not use public comment to expressly advocate the election or defeat of a candidate or the passage or defeat of a ballot measure.

(e) Uniform Application; Enforcement. The restrictions in subparagraphs (c) and (d) apply uniformly to all attendees, including Supervisors, District staff, candidates, and members of the public, and to all Campaign Materials, regardless of the candidate, party, ballot measure, viewpoint, or position supported or opposed. The presiding officer will ask any person displaying Campaign Materials to remove or cover them; a person who refuses may be treated as disrupting the meeting under the District's Rules of Procedure and any meeting decorum policies adopted by the Board. Nothing in this provision limits a person's opportunity to be heard on a proposition before the Board under section 286.0114, Florida Statutes, or restricts a Supervisor's discussion of District business.

(f) Invited Candidates. Notwithstanding subparagraphs (c) and (d), the Board may invite candidates for public office to appear at a meeting or workshop of the Board for a candidate forum or other specific agenda item, provided that the invitation is extended to all qualified candidates for the same office on equal terms. Statements made by an invited candidate during that agenda item are not public comment for purposes of subparagraph (d), but the restriction on displaying Campaign Materials in subparagraph (c) continues to apply.

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 skates, 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/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. E-bikes of any class may be operated only on District Roads and Cart Paths. No e-bikes of any class are permitted on Designated Trails, landscape berms, retention areas, swales, or any other Common Area. These areas are not recreational zones.
2. 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.
3. 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.
4. 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 Roads and Cart Paths, and must slow to 10 miles per hour or less when passing or when any pedestrian is within 50 feet.
5. 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. Any person or entity reserving a District facility where alcohol is served shall remit a refundable security deposit in the amount of $505.00 at the time the reservation is confirmed. The security deposit shall be held by the District and returned to the reserving party following the event, provided that (a) the facility is left in clean and undamaged condition, (b) the event concluded within the reserved time period, and (c) no provision of this reservation policy was violated. The District may apply all or any portion of the security deposit toward the cost of cleaning, repair of damage, or other expenses incurred by the District as a result of the reservation, and shall provide the reserving party with an itemized accounting of any amounts withheld. Any costs exceeding the amount of the security deposit shall remain the responsibility of the reserving party.
    e. 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 $1,000,000 per occurrence and naming the District as additional insured.
        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*.
        iv. Proof of the required Event Liability Insurance, including liquor liability coverage and any required additional insured endorsement naming the District, must be delivered to and received by the District no later than three (3) business days before the scheduled start of the event. If the required proof of insurance is not received within this deadline, the Facility Use Permit and reservation for the event is automatically revoked, the Patron will not be permitted to hold the event, and any forfeiture of the security deposit is governed by the cancellation and refund provisions otherwise applicable to the rental.

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 District's 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. Designated Trails are for pedestrian use only (walking and running). Bicycles, electric bicycles, non-motorized push scooters, skateboards, roller skates, EPAMDs, motorized scooters, motorized micromobility devices, hoverboards, golf carts, and all other Wheeled Devices are prohibited on Designated Trails, except authorized District maintenance vehicles and mobility devices used by individuals with disabilities as provided in the Wheeled Devices and Motorized Vehicles section. Wheeled Devices are also not permitted on Common Areas (as defined in the Wheeled Devices and Motorized Vehicles section).

2. Cars, trucks, and similar vehicles are prohibited on Designated Trails, unless vehicle is an authorized maintenance vehicle.
3. No trash shall be deposited on the Designated Trails.
4. Use of Designated 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

WHEELED DEVICES AND MOTORIZED VEHICLES

1. **Definitions.** For purposes of these Use Policies, the following statutory and operational categories apply:
   a. **"Wheeled Device"** means any device with one or more wheels used for transportation, recreation, or mobility by a person, whether human-powered, motor-powered, or self-balancing. The term includes, without limitation: bicycles; tricycles; electric bicycles (Classes 1, 2, and 3) as defined in § 316.003, Fla. Stat.; skateboards (including motorized skateboards); roller skates and inline skates; non-motorized push scooters; motorized scooters and micromobility devices as defined in §§ 316.003 and 316.2128, Fla. Stat.; electric personal assistive mobility devices (EPAMDs) as defined in § 316.2068, Fla. Stat.; hoverboards and other self-balancing or one-wheeled electric devices not separately classified; mopeds as defined in § 320.01(27), Fla. Stat.; motorcycles; golf carts as defined in § 320.01(22), Fla. Stat.; utility vehicles as defined in § 320.01(42), Fla. Stat.; low-speed vehicles (LSVs) as defined in § 320.01(41), Fla. Stat.; mini trucks as defined in § 320.01(44), Fla. Stat.; all-terrain vehicles (ATVs) as defined in § 316.2074, Fla. Stat.; off-highway utility task vehicles (UTVs) and similar off-road vehicles; and passenger automobiles, trucks, and similar standard motor vehicles.
   b. **"Common Area"** means any portion of District Property other than a District Road, Cart Path, Designated Trail, or designated parking area. The term includes, without limitation: landscape berms, retention areas, ponds, swales, dry detention areas, conservation tracts, natural buffer areas, irrigation tracts, lift station tracts, dog parks, playgrounds, pool decks, event lawns, parks, gardens, plazas, sidewalks adjacent to amenity facilities, and all other non-roadway, non-trail tracts owned, leased, or maintained by the District.
   c. **"District Road"** means a roadway owned, dedicated to, or maintained by the District, or any other roadway located within District boundaries that has been designated for the operation of golf carts and similar vehicles under § 316.212, Fla. Stat.
   d. **"Cart Path"** means a paved or unpaved path designated by the District for the operation of golf carts.
   e. **"Designated Trail"** means a recreation path or trail formally designated by the District for pedestrian use, including walking and running. Designated Trails are not open to bicycles, electric bicycles, or any other Wheeled Device.

2. **No Wheeled Devices on Common Areas.** Except as otherwise expressly permitted by these Use Policies or by law, no Wheeled Device of any type may be operated, ridden, parked, or stored on any Common Area. This prohibition applies regardless of whether the device is motor-powered, human-powered, or self-balancing, and regardless of how the device is classified under Florida Statutes. Authorized maintenance vehicles operated by District agents, contractors, and Amenity Management in the course of District operations are exempt. Mobility devices used by individuals with disabilities are addressed in paragraph 9.

3. **District Roads - Permitted Devices and Operating Rules.** The following devices may be operated on District Roads only as expressly authorized by Florida law and only to the extent the roadway has been designated for that use under § 316.212 or § 316.2122 Fla. Stat., as applicable. Operators must comply with all applicable statutes, all St. Johns County ordinances (including but not limited to St. Johns County Ordinance 2018-42, as may be amended or replaced), and the additional District-imposed requirements set out in these Use Policies.
   a. **Golf Carts** (§ 320.01(22), Fla. Stat.) - permitted on District Roads designated for golf cart use under § 316.212, Fla. Stat. Operators must comply with Chapter 316, Fla. Stat. (operators under 18 must possess a valid learner's driver license or valid driver license, and operators 18 or older must possess valid government-issued photographic identification).
   b. **Utility Vehicles** (§ 320.01(42), Fla. Stat.) - permitted only when operated by the District or its agents for general maintenance, security, and landscaping purposes.
   c. **Low-Speed Vehicles (LSVs)** (§ 320.01(41), Fla. Stat.) - permitted only on streets with a posted speed limit of 35 mph or less, and only if the LSV is titled under chapter 319, registered under § 320.02, insured for personal injury protection and property damage liability, equipped to comply with 49 C.F.R. § 571.500 and § 316.2122, Fla. Stat., and operated by a person with a valid driver license. LSVs are not golf carts and may not be operated under the golf cart regime.
   d. **Mopeds** (§ 320.01(27), Fla. Stat.), **motorcycles**, and standard **passenger motor vehicles** are permitted on District Roads subject to all otherwise-applicable traffic laws.
   e. **Bicycles** (including Class 1, 2, and 3 electric bicycles as defined in § 316.003, Fla. Stat.), **motorized scooters** and **micromobility devices** (as defined in § 316.2128, Fla. Stat.), and **EPAMDs** (as defined in § 316.2068, Fla. Stat.) are permitted on District Roads in accordance with the operator's statutory rights and duties under chapter 316, Fla. Stat.

4. **Cart Paths - Permitted Devices.** The following devices may be operated on Cart Paths, in addition to and not in lieu of any other applicable rule: golf carts; bicycles and Class 1, 2, and 3 electric bicycles; non-motorized push scooters; motorized scooters; EPAMDs; and micromobility devices. Mopeds, motorcycles, LSVs, mini trucks, ATVs, UTVs, motorized skateboards, hoverboards, and other off-road or motorized vehicles are PROHIBITED on Cart Paths.

5. **Designated Trails – Pedestrian Use Only.** Designated Trails are limited to pedestrian use (walking and running). No Wheeled Device of any type, including bicycles, electric bicycles, non-motorized push scooters, skateboards, roller skates, EPAMDs, motorized scooters, micromobility devices, golf carts, and hoverboards, may be operated on a Designated Trail. Authorized District maintenance vehicles are exempt. Mobility devices used by individuals with disabilities are addressed in paragraph 9.

6. **Off-Road and Off-Highway Vehicles Prohibited Throughout the District.** The following devices are PROHIBITED everywhere on District Property, including District Roads, Cart Paths, Designated Trails, Common Areas, and all amenity facilities: off-road motorcycles, dirt bikes, all-terrain vehicles (ATVs) as defined in § 316.2074, Fla. Stat., utility task vehicles (UTVs), mini-bikes, and similar off-highway recreational vehicles. This prohibition does not apply to law enforcement, emergency services, or District-authorized maintenance vehicles operating in the scope of their duties.

7. **Hoverboards, One-Wheeled Electric Devices, and Other Self-Balancing Devices.** Hoverboards, electric unicycles, and other self-balancing or one-wheeled electric devices that are not Class 1, 2, or 3 electric bicycles and that are not EPAMDs are PROHIBITED on all Common Areas, Designated Trails, and Cart Paths. These devices may be transported across the District in a vehicle or carried by hand but may not be operated on District Property.

8. **Registration; Equipment; Speed; Operator Conduct.** The District may require registration of any Wheeled Device that the District in its discretion determines requires registration in the interest of safety, accountability, or facility access. All operators must: (a) operate the device in a careful and prudent manner and at a rate of speed reasonable for conditions; (b) obey all posted signs, lane markings, and traffic-control devices; (c) yield the right-of-way to pedestrians; (d) refrain from stunt riding, jumping, off-trail riding, and use of District Property as a course or training facility; and (e) refrain from operating the device in any manner that damages District landscaping, infrastructure, or improvements. Operators are personally liable for all damage they or their device cause to District Property.

9. **Reasonable Accommodation; Other Power-Driven Mobility Devices (OPDMDs).** Notwithstanding any other provision of these Use Policies, the District will make reasonable modifications to its Policies, practices, and procedures to permit individuals with mobility disabilities to use wheelchairs and other power-driven mobility devices ("OPDMDs") on District Property, in accordance with the Americans with Disabilities Act and 28 C.F.R. § 35.137. Requests for accommodation should be made to the District Manager.

10. **District Reservation of Rights.** Nothing in this section limits the District's authority under Chapter 190, Florida Statutes, as the owner of District Property, or any other applicable law, to impose additional or more restrictive operational, equipment, registration, route, or hour restrictions on any Wheeled Device, by Board resolution or by posting at the affected location. Violations of this section are subject to the District's Disciplinary Procedures in Addendum C.

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 District 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 District Property.

SUSPENSION AND TERMINATION OF DISTRICT FACILITY 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 April 23, 2026 and May 28, 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: _____

_____

ADDENDUM A – AMENITY AND GUEST FEES

(Adopted at the May 28, 2026 Public Hearing)

Non-Resident Annual User Fee	$3,005 - $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 (Deactivated Rate)
Golf Cart Registration Fee	$0 - $50.00 (Deactivated Rate)

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;

ADDENDUM B – RENTAL FEES

(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

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~~	• Deactivated Rate
~~E-bike/ Micromobility Safety Course~~		~~$0-$25 per unit per year.~~	• Deactivated Rate
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.

Addendum B – Rental Fees

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.

ADDENDUM C – SUSPENSION AND TERMINATION OF DISTRICT FACILITY PRIVILEGES

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 Patron Identification or Guest registration form;
b. Permits unauthorized use of a Patron 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 Patron 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.

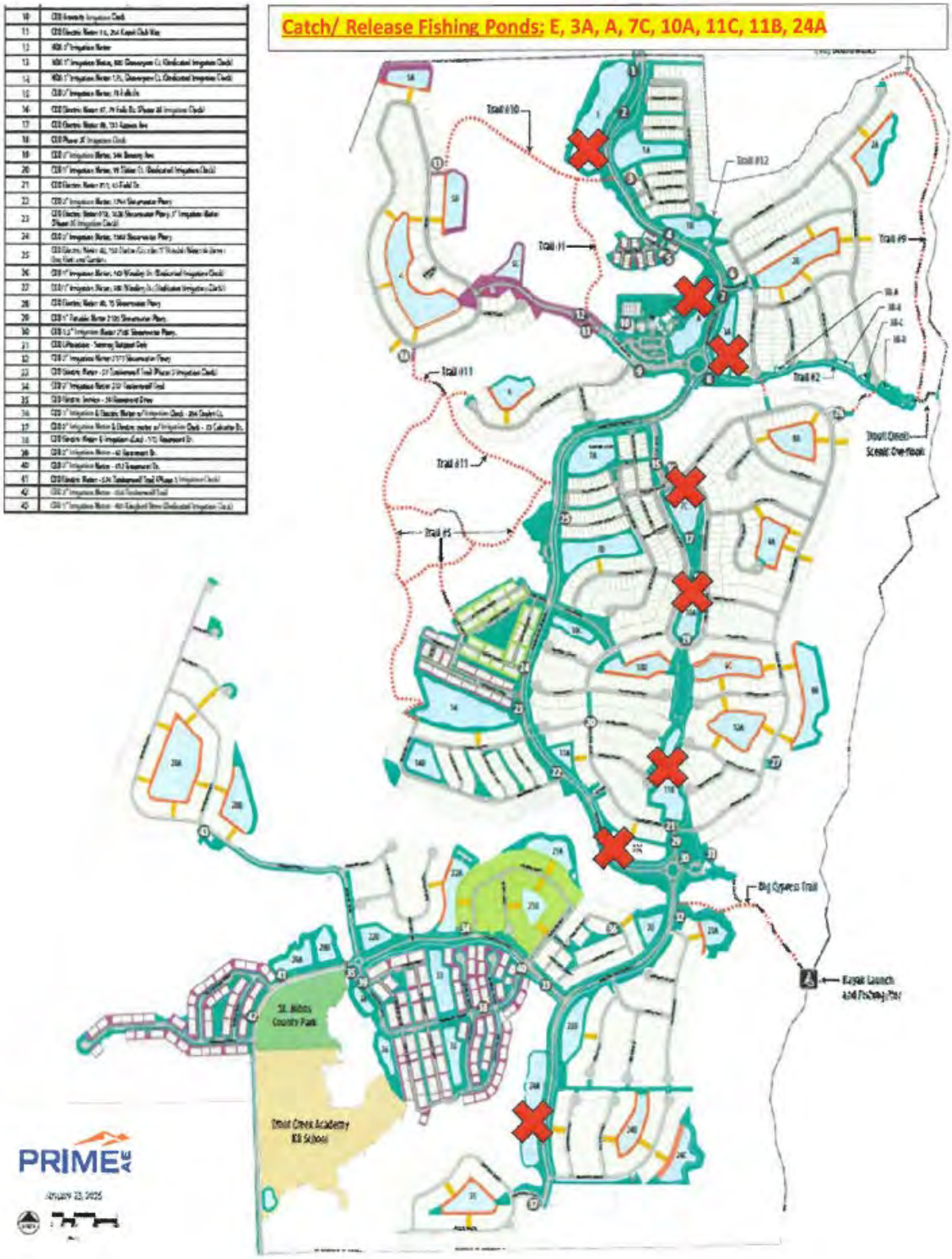


EXHIBIT 18

MINUTES OF MEETING

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

The Workshop of the Board of Supervisors of the Trout Creek Community Development District was held on Wednesday, September 9, 2026 at 10:05 a.m., at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

FIRST ORDER OF BUSINESS – Roll Call

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

Present were:

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

Also, present were:

Howard McGaffney	District Manager, FSC Management Group
Jennifer Kilinski *(via phone)*	District Counsel, Kilinski | Van Wyk PLLC
Belynda Tharpe	General Manager, FirstService Residential
Jessica Knutelsky	Assistant General Manager, FirstService Residential

The following is a summary of the discussions had at the September 9, 2026 Trout Creek CDD Board of Supervisors Workshop. Audio for this meeting is available upon public records request by emailing PublicRecords@vestapropertyservices.com.

SECOND ORDER OF BUSINESS – Pledge of Allegiance

Supervisor Wright led all present in the pledge of allegiance.

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

A resident asked about the electrical study for night swimming.

A resident asked when the security session was scheduled for during the workshop.

A resident asked if the Board was still considering the proposed amenities. Discussion ensued.

The meeting moved to the Fifth Order of Business – Discussion Topics, at this time.

FOURTH ORDER OF BUSINESS – Shade Session*

****In accordance with sections 119.071(3)(a), 286.0113(1), and 286.011(8) Florida Statutes, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan and pending litigation. The closed session may occur at any time during the meeting and is expected to last approximately one (1) hour but may end earlier or extend longer.***

The regular meeting was recessed at approximately 12:50 p.m. for the purpose of holding the Shade Session, and reconvened at approximately 12:52 p.m.

A. District Security Strategies

FIFTH ORDER OF BUSINESS – Discussion Topics

A. Policies

1. Exhibit 1: Parking & Towing Policy

   Ms. Knutelsky provided a brief update regarding the status of the policy.

2. Exhibit 2: Solicitation Policy

   Ms. Kilinski provided a brief update regarding the status of the policy.

3. Revised Revenue Share Policy

   Ms. Knutelsky provided a brief update regarding the status of the policies, which included Exhibit 3. Discussion ensued.

4. Exhibit 3: District Vendor Cost Share Program

5. Golf Cart Registration Policy & Procedure

   Ms. Knutelsky provided a brief overview of the proposed policy and procedure. Discussion ensued between staff, residents, and the Board.

B. Exhibit 4: Night Swimming – Electrical Engineering

Mr. McGaffney provided a brief overview of the proposed project. Discussion ensued.

SIXTH ORDER OF BUSINESS – General Manager's Update

Ms. Knutelsky provided updates on various possible projects that had been tabled. Discussion ensued, which included the agreement with Northern Helm for an application.

The meeting moved to the Eighth Order of Business – Audience Comments, at this time.

SEVENTH ORDER OF BUSINESS – Supervisors' Requests

Supervisor Loffredo asked about Timberwolf Tr. crossing guards, crosswalks, and the county possibly taking ownership, as well as accidents on 16A. Discussion ensued, which included the possibility of adding rumble strips.

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

A resident asked about the semi-permanent nets that were proposed. Discussion ensued.

A resident provided suggestions for the sound system set-up.

A resident asked about the cost of the night swimming project. Discussion ensued.

A resident noted personal experience with the traffic conditions at the back of the community.

NINTH ORDER OF BUSINESS – Next Meeting Quorum Check: September 24 at 6:00 PM

TENTH ORDER OF BUSINESS – Next Workshop Reminder: October 7 at 6:00PM

ELEVENTH ORDER OF BUSINESS – Adjournment

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

On a MOTION by Mr. Wright, SECONDED by Mr. Sajkowski, WITH ALL IN FAVOR, the Board adjourned the workshop at 12:54 p.m. for the Trout Creek Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

Workshop minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on <u>October 29, 2026</u>.

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

EXHIBIT 19

MINUTES OF MEETING

TROUT CREEK

COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Trout Creek Community Development District was held on Thursday, September 24, 2026 at 6:10 p.m., at the Kayak Club, 100 Kayak Way, St. Augustine, FL 32092.

FIRST ORDER OF BUSINESS – Roll Call

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

Present and constituting a quorum were:

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

Also, present were:

Howard McGaffney	District Manager, FCS Management Group
Jennifer Kilinski	District Counsel, Kilinski | Van Wyk PLLC
Belynda Tharpe	General Manager, FirstService Residential
Jessica Knutelsky	Assistant General Manager, FirstService Residential

The following is a summary of the discussions and actions taken at the September 24, 2026 Trout Creek CDD Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records request by emailing PublicRecords@vestapropertyservices.com.

SECOND ORDER OF BUSINESS – Pledge of Allegiance

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

A resident asked about a specific line on the presented financials as well as the cost of the adult pool party.

A resident discussed an incident with a Board member.

A resident continued the discussion from the previous audience member.

A resident discussed the golf cart registration policy.

Sam Palli discussed the pending items in the easement agreement terms.

A resident discussed continued accidents at the back entrance of the community.

Another resident discussed the golf cart registration policy.

A resident asked if the Board had any policies on how to address threats and harassment of Supervisors outside of District facilities, and if the District had any authority to enforce it.

A resident asked about how much the District has spent on fixing and changing the roundabout, the pond reports, and the cost of sod near the mailboxes.

A resident asked about the completion of the pergola.

Supervisor Wright, to the best of his ability, provided answers to the questions posed by audience members.

Ms. Kilinski provided a legal answer regarding the question about any policies on how to address threats and harassment of Supervisors outside of District facilities.

FOURTH ORDER OF BUSINESS – Northern Helm (Approximately 20mins.)

Lucas from Northern Helm presented the proposal for website and app. Discussion ensued.

FIFTH ORDER OF BUSINESS – Exhibit 1: Presentation of Public Notice(s)

SIXTH ORDER OF BUSINESS – Staff Reports

A. District Counsel

Ms. Kilinski provided an update on the parcel turnover research as well as a brief update on the suit filed for the outfall structure. Discussion ensued.

B. Exhibit 2: District Engineer

Mr. McGaffney provided a brief summary of the District Engineer's report. Discussion ensued.

1. Update on Timberwolf Roundabout Crosswalk Improvements
2. Exhibit 3: Consideration of Timberwolf Roundabout Crosswalk Plan

   Discussion ensued.

3. Consideration of Approving/Directing the District Engineer to Work on the Transfer of Timberwolf Tr. to the County

   Ms. Kilinski provided input regarding how long the process may take. Mr. McGaffney provided updates regarding his discussions with County officials. Discussion ensued.

On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved and directed the District Engineer to work on the transfer of Timberwolf Tr. to the County, for the Trout Creek Community Development District.

4. Update on Tigris Outfall Structure Repairs Project
5. Update on Shearwater/Calcutta Crosswalk
6. Update on Parcel Turnover from Developer

C. Landscape Maintenance Service Reports

1. Exhibit 4: Ruppert Landscape
2. Exhibit 5: Prestige Landscape

   Ms. Tharpe provided an update on the status of the landscape vendors' work quality as well as the aquatics vendor. Discussion ensued

D. Exhibit 6: Pond Aquatics Service Reports

E. Exhibit 7: General/Assistant Manager

Ms. Knutelsky provided further updates. Discussion ensued.

1. Exhibit 8: August Café Square Category Sales Report
2. Exhibit 9: August TCCDD Square Category Sales Report
3. Exhibit 10: August Maintenance Report

4. Exhibit 11: August Lifestyle Summary Report
5. Exhibit 12: August Lifestyle P&L Report

F. District Manager

Mr. McGaffney provided brief updates.

Mr. McGaffney notified the Board of a campaign policy violation. Discussion ensued.

SEVENTH ORDER OF BUSINESS – Business Items

A. Exhibit 13: Presentation & Acceptance of FY 2025 Final Financial Audit Report

Mr. McGaffney provided a brief overview of the audit as presented.

On a MOTION by Mr. Wright, SECONDED by Ms. Murphy, WITH ALL IN FAVOR, the Board accepted the FY 2025 Final Financial Audit Report, for the Trout Creek Community Development District.

B. Exhibit 14: Consideration of MOU – Temporary Construction Easement (Ashford Mills)

Ms. Kilinski provided a brief update on the status of the MOU. Discussion ensued.

On a MOTION by Mr. Wright, SECONDED by Ms. Murphy, WITH ALL IN FAVOR, the Board approved the final version of the MOU drafted by the District Counsel as presented in the revised agenda package, for the Trout Creek Community Development District.

C. Consideration of District Policies

1. Exhibit 15: Non-Solicitation Policy

Ms. Kilinski provided a brief summary of the policy.

On a MOTION by Mr. Wright, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board approved the Non-Solicitation Policy, for the Trout Creek Community Development District.

2. Exhibit 16: Vendor Revenue Share Policy

Ms. Kilinski provided a brief summary of the policy. Discussion ensued.

On a MOTION by Mr. Breslin, SECONDED by Mr. Wright, WITH ALL IN FAVOR, the Board approved the Vendor Revenue Share Policy with the revision that the revenue share would be 10% for residents and non-residents, for the Trout Creek Community Development District.

3. Exhibit 17: Golf Cart Registration Policy & Procedure – *To Be Distributed*

Discussion ensued.

On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the suspension of the golf cart registration policy and procedure, for the Trout Creek Community Development District.

D. Exhibit 18: Consideration of Audio-Visual Improvement Proposals

Ms. Knutelsky provided a brief summary of the presented proposals. This item was moved to the October meeting.

E. Consideration of Facility Closure for Program/Special Events on October 17th and 24th

On a MOTION by Mr. Wright, SECONDED by Ms. Loffredo, WITH ALL IN FAVOR, the Board approved the Facility Closure for Program/Special Events on October 17th and October 14th, for the Trout Creek Community Development District.

F. Exhibit 19: Consideration of FirstService Residential FY 2027 4th Addendum

Mr. McGaffney provided a brief summary of the addendum.

On a MOTION by Ms. Murphy, SECONDED by Mr. Wright, WITH ALL IN FAVOR, the Board approved the FirstService Residential FY 2027 4th Addendum, for the Trout Creek Community Development District.

EIGHTH ORDER OF BUSINESS – Consent Agenda

A. Exhibit 20: Consideration for Approval – The Minutes of the Board of Supervisor Regular Meeting Held on August 12, 2026

B. Exhibit 21: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on August 27, 2026

C. Exhibit 22: Consideration for Acceptance – The August 2026 Unaudited Financial Statements

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

NINTH ORDER OF BUSINESS – Discussion Topics

On a MOTION by Ms. Murphy, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board accepted the Audit Committee's recommendations for the evaluation criteria and to notice the RFP, for the Trout Creek Community Development District.

TENTH ORDER OF BUSINESS – Supervisors' Requests

A resident requested that the fishing policy be updated. Discussion ensued.

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

A resident asked for clarification on the parcel turnover process and about the raised crosswalks. Discussion ensued regarding the parcel turnover process.

A resident provided input on the vendor revenue share.

A resident discussed the speed limit on 16A at the entrance of Shearwater and the website contract. Discussion ensued.

A resident asked when the golf cart registration discussion would be brought up again and noted that it would benefit the community to have a traffic study done on 16A at Shearwater.

The regular meeting recessed at approximately 8:47 p.m. for the purpose of holding the shade session.

TWELFTH ORDER OF BUSINESS – Shade Session*

In accordance with sections 119.071(3)(a), 286.0113(1), and 286.011(8) Florida Statutes, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan and pending litigation. The closed session may occur at any time during the meeting and is expected to last approximately one (1) hour but may end earlier or extend longer.

The regular meeting reconvened at approximately 8:55 p.m.

A. Consideration of Facilities Attendant & Security Proposals

No decisions were made on this agenda item. The Board set a shade session for the next meeting.

On a MOTION by Mr. Wright, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board approved the Shade Session on October 29th at 5:00 p.m. before the audit committee meeting and regular meeting at 6:00 p.m., for the Trout Creek Community Development District.

THIRTEENTH ORDER OF BUSINESS – Wednesday, October 7 at 6:00 p.m. (Townhall advertised as a workshop)

FOURTEENTH ORDER OF BUSINESS – Next Regular Meeting: Thursday, October 29 at 5:30 p.m.

The regular meeting on Thursday, October 29 was rescheduled to 6:00 p.m. through a motion with the audit committee to commence alongside it, and a shade session scheduled for 5:00 p.m.

FIFTEENTH ORDER OF BUSINESS – Adjournment

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

On a MOTION by Mr. Wright, SECONDED by Mr. Breslin, WITH ALL IN FAVOR, the Board adjourned the meeting at 9:20 p.m. for the Trout Creek Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on <u>October 29, 2026</u>.

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