TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT

Agenda Package
Regular Meeting

Wednesday
November 18, 2026
5:30 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 **Wednesday, November 18, 2026,** at **5:30 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**
Heather Loffredo	Howard McGaffney, District Manager
Jim Breslin	Jennifer Kilinski, District Counsel
Ronnie Murphy	Mike Yuro, District Engineer
Vincent Sajkowski	Belynda Tharpe, General Manager
Bud Laudenslauger	Jessica Knutelsky, Assistant General Manager

Meeting Agenda

(18-November-2026, 5:30 PM; NOTE THE SHADE SESSION SCHEDULED FOR 5:00 PM HAS BEEN DEFERRED UNTIL DECEMBER)

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **2026 General Elections**
   - A. Oaths of Office – State & District — Exhibit 1, Pgs. 8-9
   - B. Florida Sunshine Law & Commission on Ethics — Exhibit 2, Pgs. 11-41
   - C. Consideration & Adoption of **Resolution 2027-01,** Designating Officers — Exhibit 3, Pg. 43
4. **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)

5. **Staff Reports**
   - A. District Counsel
   - B. District Engineer
     1. Consideration 5-Yr. Stormwater Needs Analysis Proposal — Exhibit 4, Pg. 45

5. Staff Reports – continued

2. Consideration of Crosswalk Proposals — Exhibit 5
   - Tigris – Rosemont Crosswalk - $122,640.00 — Exhibit 5A, Pgs. 48-50
   - Tigris – Shearwater Cart Crosswalk - $104,139.00 — Exhibit 5B, Pgs. 52-54
   - HEB Services, Inc. – Shearwater Cart Crosswalk - $47,510.00 — Exhibit 5C, Pg. 56
   - Vallencourt – Shearwater Cart Crosswalk - $58,282.20 — Exhibit 5D, Pgs. 58-59
3. Updates
   - Outfall Structure Repair Project
   - Speed Limit Signs on Shearwater Pkwy. & 16A
   - Acquisition of Improvements from Developer – *under separate cover* — Exhibit 6
   - Owner Authorization on Calcutta Crosswalk & Timberwolf Roundabouts
   - Estimates for Wall/Berm on 16A

C. Landscape Maintenance Service Reports
1. Ruppert Landscape — Exhibit 7, Pgs. 62-63
2. Prestige Landscape — Exhibit 8, Pgs. 65-79

D. Pond Aquatics Service Reports — Exhibit 9, Pgs. 81-144

E. General/Assistant Manager Reports – *To Be Distributed* — Exhibit 10
1. Remote Irrigation System Update
2. Amenity Closer for Western Hoedown Lifestyle Event on January 9th
3. October Café Square Category Sales Report – *To Be Distributed* — Exhibit 11
4. October TCCDD Square Category Sales Report – *To Be Distributed* — Exhibit 12
5. October Maintenance Report – *To Be Distributed* — Exhibit 13
6. October Lifestyle Summary Report – *To Be Distributed* — Exhibit 14
7. October Lifestyle P&L Report – *To Be Distributed* — Exhibit 15

F. District Manager

6. Business Items

A. Consideration of Audio/Visual Proposals – *To Be Distributed* — Exhibit 16

B. Consideration & Adoption of **Resolution 2027-02,** Amending FY 2026 Budget – *Amended Budget To Be Distributed* — Exhibit 17 Pgs. 153-156

C. Consideration of Night Swimming Electrical Proposal Options — Exhibit 18

1. American Electrical — Exhibit 18A Pgs. 159-160
2. NexStar — Exhibit 18B Pgs. 162-163
3. Breakers – *To Be Distributed* — Exhibit 18C

D. Consideration & Adoption of **Resolution 2027-03,** Setting Public Hearing on Rules & Rates — Exhibit 19 Pgs. 166-171

1. Consideration of Variance Policy & Rate — Exhibit 19A Pgs. 173-181
2. Consideration of Update to Towing Rule & Map — Exhibit 19B Pgs. 183-197
3. Consideration of Update to Disciplinary Rule — Exhibit 19C Pgs. 199-239
4. Consideration of Interim Variance Agreement – 70 Crew Ct. – *To Be Distributed* — Exhibit 19D

7. Consent Agenda

A. Consideration for Approval – The Minutes of the Board of Supervisors Audit Committee Held on October 29, 2026 – *To Be Distributed* — Exhibit 20

B. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on October 29, 2026 – *To Be Distributed* — Exhibit 21

C. Consideration for Acceptance – The September 2026 Unaudited Financial Statements – *To Be Distributed* — Exhibit 22

D. Ratification of Northern Helm Agreement — Exhibit 23 Pgs. 245-268

8. Supervisors' Requests

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

10. Setting Date/Time for Shade/Security Session for December 9th Meeting at 5:00 PM

11. Next Meeting Quorum Check: December 9th at 5:00 PM

Bud Laudenslager	☐ 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

12. Adjournment

EXHIBIT 1

OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.; § 92.50, Florida Statutes)

STATE OF FLORIDA

County of _____

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

_____

(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." *See* § 92.52, Fla. Stat.]

Signature _____

Sworn to and subscribed before me by means of physical presence ☐ *OR online notarization* ☐ *this _____ day of _____, 20____.*

_____

Signature of Officer Administering Oath or of Notary Public

(To be completed only by judges administering oath– see § 92.50, Florida Statutes.)

_____
Print Name

_____
Title

_____
Court

(To be completed by officer administering oath, other than judges – see § 92.50, Florida Statutes.)

Affix Seal Below

Personally Known ☐ *OR Produced Identification* ☐

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home ☐ Office ☐

_____
Street or Post Office Box

_____
City, State, Zip Code

_____
Print Name

_____
Signature

TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE

I,_____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

_____
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me this ___ day of _____, 20____, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Trout Creek Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

_____
Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

EXHIBIT 2

FLORIDA COMMISSION ON ETHICS



GUIDE
to the
SUNSHINE AMENDMENT
and
CODE of ETHICS
for Public Officers and Employees

2026

State of Florida
COMMISSION ON ETHICS

Jon M. Philipson, Chair
Tampa

Joseph Oglesby, Vice Chair
Tallahassee

Paul D. Bain
Tampa

Michael H. Hellman
Miami

Laird A. Lile
Naples

Jeremy M. Rodgers
Tallahassee

Abbey L. Stewart
Tallahassee

Linda Stewart
Orlando

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;

- Prepares mailing lists of public officials subject to financial disclosure for use in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. Prohibited Actions or Conduct

1. Stolen Valor

A candidate, an elected public officer, an appointed public officer, or a public employee may not, for the **purpose of material gain**, knowingly misrepresent their military service or a decoration, medal title, honor, awarded qualification or military occupational specialty from the Armed Forces of the United States.

Candidates, elected public officers, appointed public officers, and public employees are also prohibited, for the purpose of material gain, from knowingly making false statements or misrepresenting active service in the Armed Forces of the United States during a wartime era, regardless of whether there was a declared war, or service in combat operations in a warzone, including misrepresentations or false statement of being a prisoner of war.

A candidate elected public officer, appointed public officer or a public employee may not, for the purpose of material gain, wear the uniform or any medal or insignia authorized for use by members or veterans of the Armed Forces of the United States that he or she is not authorized to wear.

2. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from soliciting any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly accepting a gift worth more than $100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than $100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

3. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

4. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from **corruptly** using or attempting to use their official positions or the resources thereof to obtain a **special privilege or benefit** for themselves or others. [Sec. 112.313(6), Fla. Stat.]

5. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

6. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

7. Solicitation or Acceptance of Honoraria

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to $5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. Prohibited Employment and Business Relationships

1. Doing Business With One's Agency

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. Conflicting Employment or Contractual Relationship

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

(a) When the business is rotated among all qualified suppliers in a city or county.

(b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

(c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.

(d) When an emergency purchase must be made to protect the public health, safety, or welfare.

(e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.

(f) When the aggregate of any such transactions does not exceed $500 in a calendar year.

(g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

(h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).

(i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. Additional Exemptions

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way

in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. Legislators Lobbying State Agencies

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. Additional Lobbying Restrictions for Certain Public Officers and Employees

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. Employees Holding Office

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. Professional and Occupational Licensing Board Members

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. Contractual Services: Prohibited Employment

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. Local Government Attorneys

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. Dual Public Employment

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. Restrictions on Appointing, Employing and Contracting with Relatives

1. Anti-Nepotism Law

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute "jurisdiction or control" for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. Additional Restrictions

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a

relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. Standards of Conduct for Officers and Employees of Entities Serving as Chief Administrative Officers of Political Subdivisions

The officers, directors, and chief executive officer of a business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any employee of that business entity who is acting as the chief administrative or executive officer or employee of the political subdivision, are public officers and employees subject to the following standards of conduct:

i. Section 112.313, and their "agency" is the political subdivision. However, the contract allowing the business entity to serve as the chief executive or administrative officer of the political subdivision is not deemed to violate the prohibitions against doing business with one's own agency [Sec. 112.313(3), Fla. Stat.] and conflicting employment and contractual relationships [Sec. 112.313(7)(a), Fla. Stat.];
ii. The Form 1 financial disclosure requirement for "local officers" [Sec. 112.3145, Fla. Stat.];
iii. And the Form 9 and the Form 10 gift disclosure requirements for "reporting individuals" [Secs. 112.3148 & 112.3149, Fla. Stat.]. [Sec. 112.3136, Fla. Stat.]

E. Post Office Holding and Employment (Revolving Door) Restrictions

1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. Lobbying by Former State Employees

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions,

unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. 6-Year Lobbying Ban

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a

department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. Additional Restrictions on Former State Employees

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. Lobbying by Former Local Government Officers and Employees

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and

employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

F. Voting Conflicts of Interest

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

G. Disclosures

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding $35,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a

political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding $35,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 or a verification of filing in EFDMS together with and at the same time they file their qualifying papers. Candidates for City Council or Mayor must file a Form 6 or a verification of filing in EFDMS.[1]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

2. FORM 1F - Final Form 1 Limited Financial Disclosure

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures are published and searchable by name or organization on the Commission's website.

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. FORM 2 - Quarterly Client Disclosure

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

[1] During the pendency of ongoing litigation, the Commission on Ethics is enjoined from enforcing the Form 6 requirement for mayors and elected members of municipal governing bodies, and they will have to file a CE Form 1 ("Statement of Financial Interest").

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures are published and searchable by name or organization on the Commission's website.

4. FORM 6 - Full and Public Disclosure

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices;[1] the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over $1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth.

In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

[1] During the pendency of ongoing litigation, the Commission on Ethics is enjoined from enforcing the Form 6 requirement for mayors and elected members of municipal governing bodies, and they will have to file a CE Form 1 ("Statement of Financial Interest").

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

CANDIDATES must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. FORM 6F - Final Form 6 Full and Public Disclosure

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. FORM 9 - Quarterly Gift Disclosure

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics no later than the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than $100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than $100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The

officer or employee then must disclose this information by filing a statement by July 1 that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. The statements are filed with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year. The statements are filed with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than $100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between $25 and $100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to

any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS).[1] Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

[1] During the pendency of ongoing litigation, the Commission on Ethics is enjoined from enforcing the Form 6 requirement for mayors and elected members of municipal governing bodies, and they will have to file a CE Form 1 ("Statement of Financial Interest").

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed $20,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed $20,000, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed $20,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to $5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between $25 and $100, may be penalized by a fine of not more than $5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined $50 per day per report for each day the report is late, up to a maximum fine of $5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of $25 for each day late the form is filed after September 1, up to a maximum penalty of $1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

The Commission must undertake an investigation of a public officer or employee who accrues the $1,500 maximum fine and currently holds their filing position to determine if the failure to file was willful. If the Commission finds a willful failure to file, the only penalty that can be recommended, by law, is removal.

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and

all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website:

www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission may only investigate complaints based on personal knowledge or information other than hearsay. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website at www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt. Amendments to complaints must be received within 60 days of the original complaint.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. During the first stage, the Commission must also determine whether the allegation(s) in the complaint are based on personal knowledge or information other than hearsay. If the complaint is found not to be legally sufficient or the allegations are not based on personal knowledge or infomation other than hearsy, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

If the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing

information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), commissioners of community development districts, and local officer of an independent special district are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

EXHIBIT 3

RESOLUTION 2027-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. **Howard McGaffney** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Jacquelyn Leger is appointed Assistant Secretary.

Christine Richie is appointed Treasurer.

Patricia Kehr is appointed Assistant Treasurer.

Scott Smith is appointed Assistant Treasurer.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of November, 2026.

ATTEST**:**

_____
Secretary/Assistant Secretary

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson/Vice Chairperson, Board of Supervisors

EXHIBIT 4

Yuro & Associates, LLC

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

Date: November 10, 2026

To: Trout Creek Community Development District

Re: **2027 Stormwater Needs Analysis**

Description:

Per Section 403.9302, *Florida Statutes*, special districts that either own or operate stormwater management systems were required to create a 20-year needs analysis back in 2022, and that analysis must be updated every five (5) years making the next report due by June 30, 2027. We propose to complete this updated analysis by the due date utilizing the 17-page template provided by the Office of & Demographic Research. A summary of our efforts that will be required to comply with the requirements of section 403.9302 will include:

- A detailed description of the stormwater management system and its facilities and project.
- The number of current and projected residents served, calculated in 5-year increments.
- The current and projected service area for the stormwater management system.
- The current and projected cost of providing services calculated in 5-year increments.
- The estimated remaining useful life of each facility or its major components.
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major component.
- The local government's plan to fund the maintenance or expansion of any facility or its major components. The Plan will include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.
- Coordinate with the District Manager and/or other District Staff, as necessary to ensure all required elements are satisfactorily addressed.

We proposed to complete this effort for a **total Lump Sum cost of $8,500.00.**

Authorized By:

_____ Date	11/10/2026
Trout Creek CDD	Michael J. Yuro, P.E. Date *Yuro & Associates, LLC*

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

EXHIBIT 5

EXHIBIT 5A

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

EXHIBIT 5B

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. ***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	$104,139.00	1	$104,139.00

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

EXHIBIT 5C

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: _____

EXHIBIT 5D

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 6

EXHIBIT 7

Trout Creek CDD: Monthly Report

November 2026

Fungus/Pest/Fertilizer: Herbicides and pre-emergent have been applied to all tree rings and landscape beds throughout Trout Creek CDD.

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. Looking ahead to December, 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.

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 December depending on the temperature we will move the system to 1 day a week.

EXHIBIT 8

PRESTIGE
LANDSCAPES
OF NORTH FLORIDA, INC.

November 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

PRESTIGE LANDSCAPES OF NORTH FLORIDA, INC.

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

November, 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
November Bi-Weekly Landscape Maintenance Report

Landscape maintenance services transitioned to a bi-weekly schedule during November as cooler temperatures resulted in reduced turf growth. Service visits remained focused on maintaining the overall appearance and health of the community through routine mowing and edging, shrub pruning, weed control, debris removal, and landscape bed maintenance.

Additional attention was dedicated to detailing high-visibility areas, including entrances, common areas, and amenity spaces. Crews also monitored irrigation performance and plant health conditions throughout the property. The reduced mowing frequency allowed for greater focus on landscape grooming, seasonal cleanup, and overall site presentation, helping to maintain the District's aesthetic standards during the seasonal transition.

Irrigation

Routine irrigation inspections and repairs continued throughout November to maintain system performance and provide adequate coverage throughout the community. Minor repairs and adjustments were completed as needed, with irrigation runtimes and schedules modified to reflect cooler temperatures and reduced seasonal water demands. Ongoing monitoring efforts focused on maintaining healthy turf and landscape material while promoting efficient water use and identifying any deficiencies requiring corrective action.

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.

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

November, 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

Phase 3 Landscape Maintenance

The maintenance team continued bi-weekly landscape maintenance operations throughout Phase 3 during November, focusing on maintaining a clean, attractive, and well-maintained community appearance. Services included routine mowing and edging as needed, shrub and ornamental pruning, landscape bed grooming, weed management, and debris removal throughout common areas.

As the landscape transitions into cooler weather, crews remain focused on proactive maintenance practices, regular site inspections, and adjustments needed to support the health and appearance of turf and ornamental plantings. Ongoing enhancement efforts, including detailed pruning, bed refinement, and general landscape improvements, continue to elevate the overall presentation of Phase 3 common areas.

These continued maintenance and enhancement efforts help preserve landscape quality and ensure the community remains healthy, attractive, and well-maintained throughout the fall season.

Irrigation

Phase 3 Irrigation

Routine irrigation inspections continued throughout Phase 3 during November, with minor adjustments and repairs completed as needed to maintain proper coverage and system efficiency. Irrigation schedules were modified to reflect cooler seasonal conditions while supporting healthy turf and ornamental plantings and promoting water conservation.

Ongoing monitoring and system enhancements continue to support landscape quality and overall irrigation performance throughout the community.

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 11/06/2026 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 NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
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 11/06/2026 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 NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
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 11/05/2026 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 NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
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 1 /05/2026 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 11/04/2026 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 NOZZLE							
CHANGE TO 6"							
CHENGE TO 12"							
CHANGE POP UP TO RISER							
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 1 /04/2026 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.

W. O. # _____

Name Timberwolf Clock ph3-A

Address Timberwolf Shrubs/Trees

Date 11/03/2026 pg 4 of 4

Irrigation Inspection Report

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 11/03/2026 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

Date 1 1 /09/2026 pg 2 of 4

Irrigation Inspection Report

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 11/09/2026 pg 3 of 4

START TIME(S)		A
START TIME(S)		B
START TIME(S)	430am	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 #	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

Date 1 1 /09/2026 pg 4 of 4

Irrigation Inspection Report

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

EXHIBIT 9

TIGRIS Aquatic Services LLC
6869 Phillips Parkway Drive South
Jacksonville, Florida 32256
Tel: 904-997-0044

Customer: Trout Creek CDD (aka Shearwater)	**Work Order: 38678694**
100 Kayak Way St Augustine, Florida 32092 **Contact:** Howard McGaffney **Phone:** 9043860186	**Lake/Pond/Wetland/Terrestrial Treatment Service** **Technician:** Benjamin Russell **Date of Service:** 11/9/26

SITE NAME: "Entry Pond"

Comments:
Spotty grasses and algae Fair condition

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Pennywort	Spotty Spotty

Method of Application
Gator/ATV

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Entry Pond"





SITE NAME: "Pond 1a"

Comments:
Minor algae around edge, grasses around edge

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
Algae Torpedo Grass	Spotty Spotty

Method of Application
Gator/ATV

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 1a"







SITE NAME: "Pond 1b"

Comments:
Torpedo grasses, spotty algae present Grasses are dying from old treatment Touch up grasses

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

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Torpedo Grass Algae	Spotty Spotty

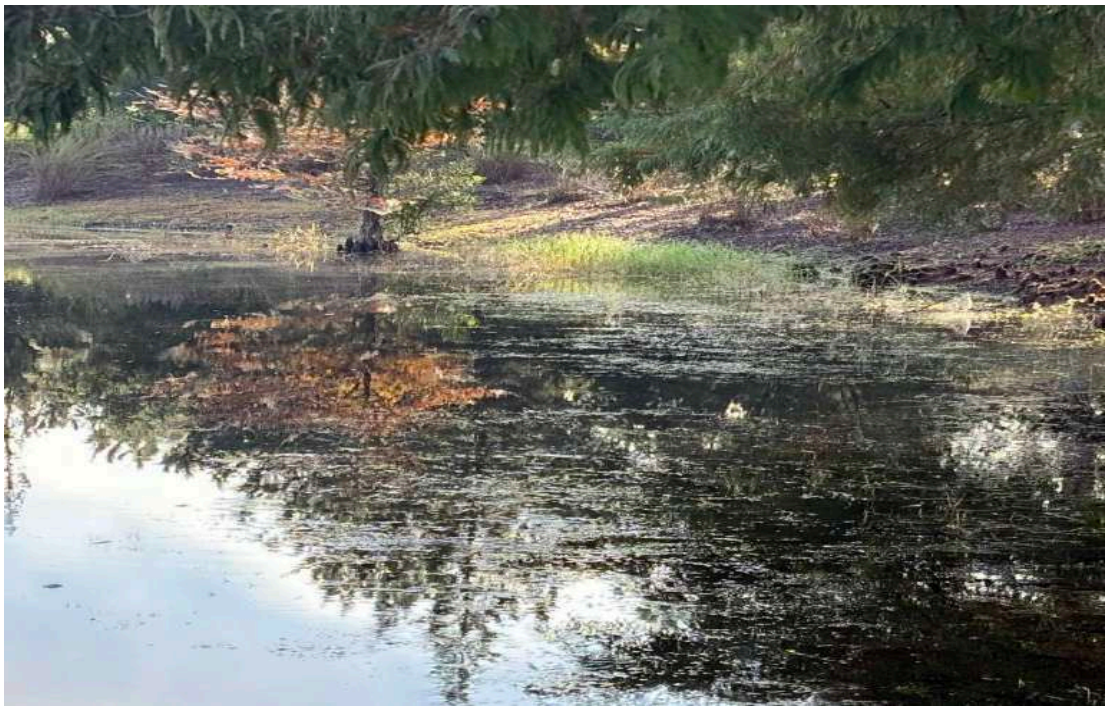
Method of Application
Gator/ATV

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 1b"







SITE NAME: "Pond 2a"

Comments:
Moderate amount of pennywort. Grasses are dying.

Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Pennywort	Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 2a"







SITE NAME: "Pond 2b"

Comments:
Moderate amount of torpedo grass on south end. new algae starting to form

Aesthetic Appearance	Water Appearance
Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Torpedo Grass	Spotty Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 2b"





SITE NAME: "Pond 3a"

Comments:
Minor to moderate amount of grasses, more on the east end. Old grasses are starting to decay Very minor algae present

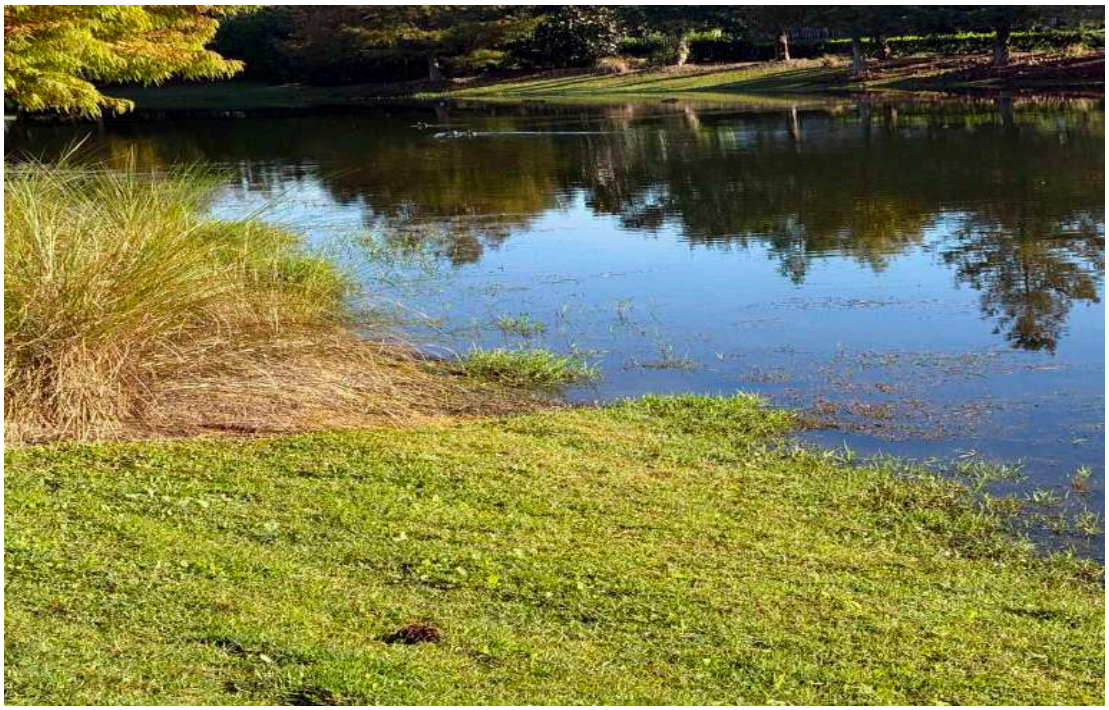
Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Torpedo Grass Algae	Moderate Spotty

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 3a"





SITE NAME: "Amenity Pond"

Comments:
Heavy torpedo grass

Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Torpedo Grass	Heavy

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Amenity Pond"









SITE NAME: "Pond 5c"

Comments:
Pond looks amazing. No issues found.

Aesthetic Appearance	Water Appearance
Good	Clear

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 5c"





SITE NAME: "Pond 5b"

Comments:
Pond looks good. No issues found. Lily pads are starting to establish. Someone has thrown multiple pumpkins into the pond

Aesthetic Appearance	Water Appearance
Good	Clear

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 5b"









SITE NAME: "Pond 5A"

Comments:
Pond looks good. Grasses are dying from old treatment. No issues found

Aesthetic Appearance	Water Appearance
Good	Clear

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 5A"





SITE NAME: "Pond 4"

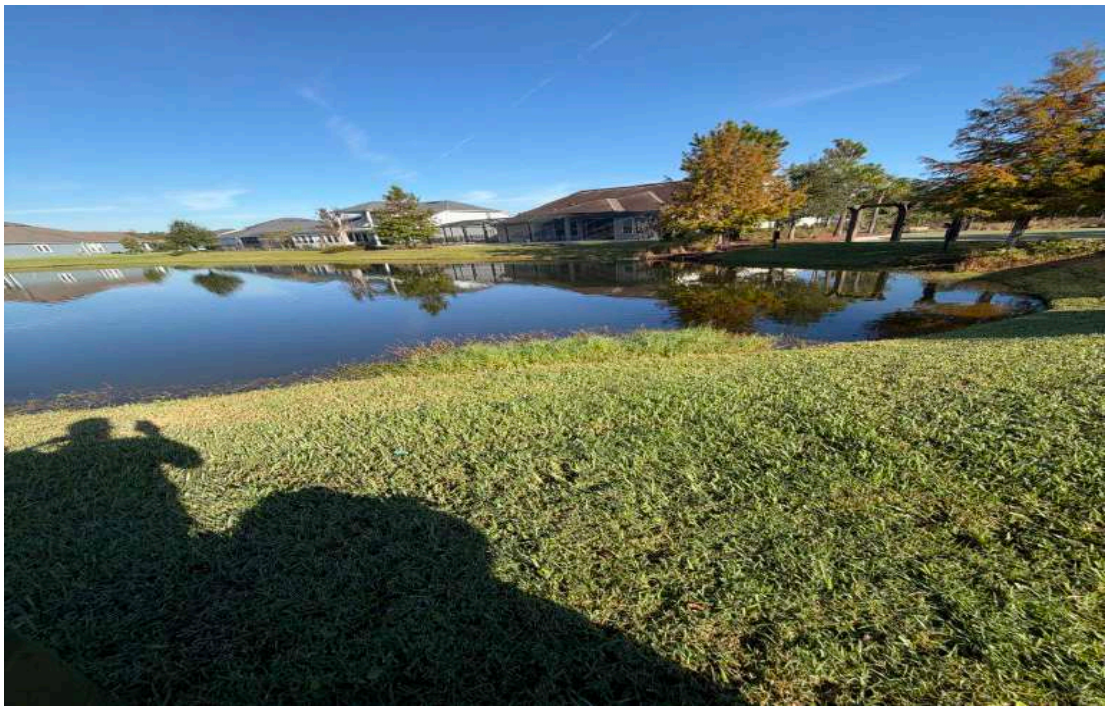
Comments:
Multiple patches of heavy torpedo grass and alligator weed found

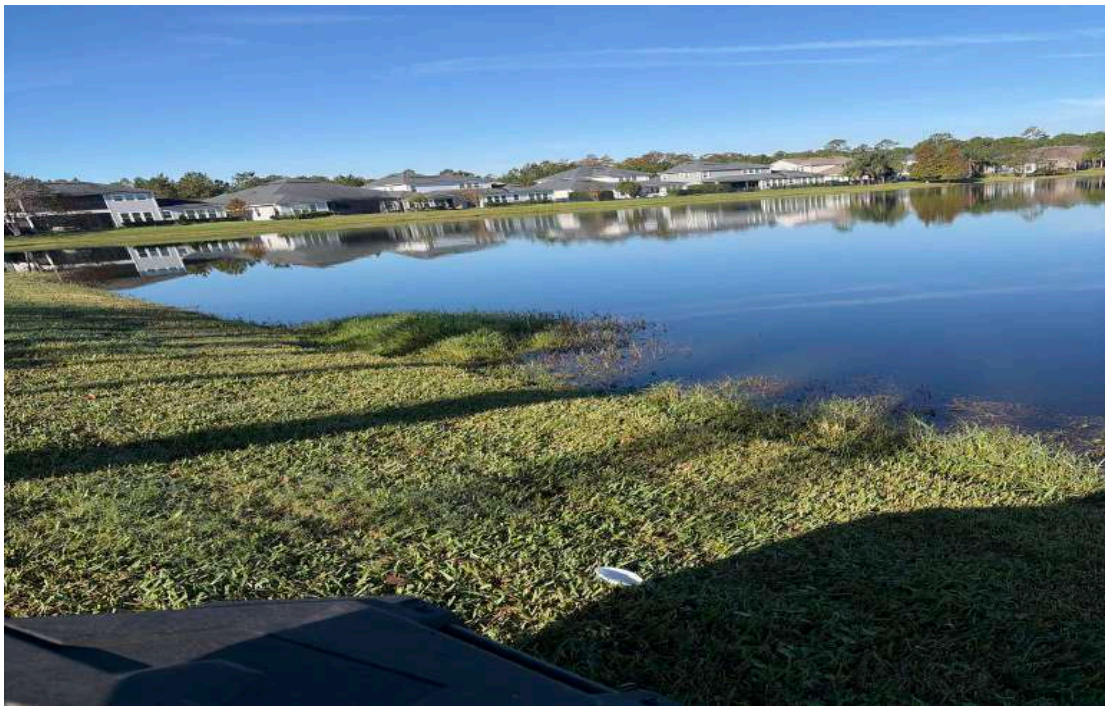
Aesthetic Appearance	Water Appearance
Poor	Clear

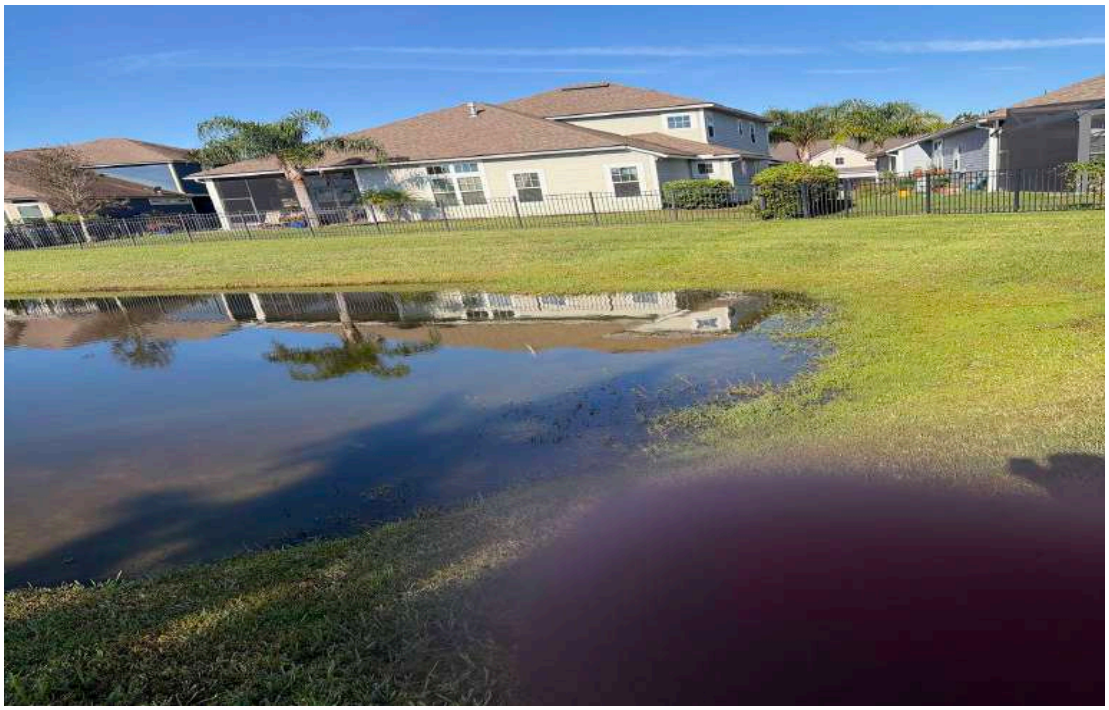
Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Torpedo Grass Alligator Weed	Heavy Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 4"







SITE NAME: "Pond 6"

Comments:
Pond looks good with very minor torpedo grass in some areas

Aesthetic Appearance	Water Appearance
Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Torpedo Grass	Trace

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 6"





SITE NAME: "Pond 11b"

Comments:
Grass seeds are starting to die off. mild pennywort and some torpedow grass still present

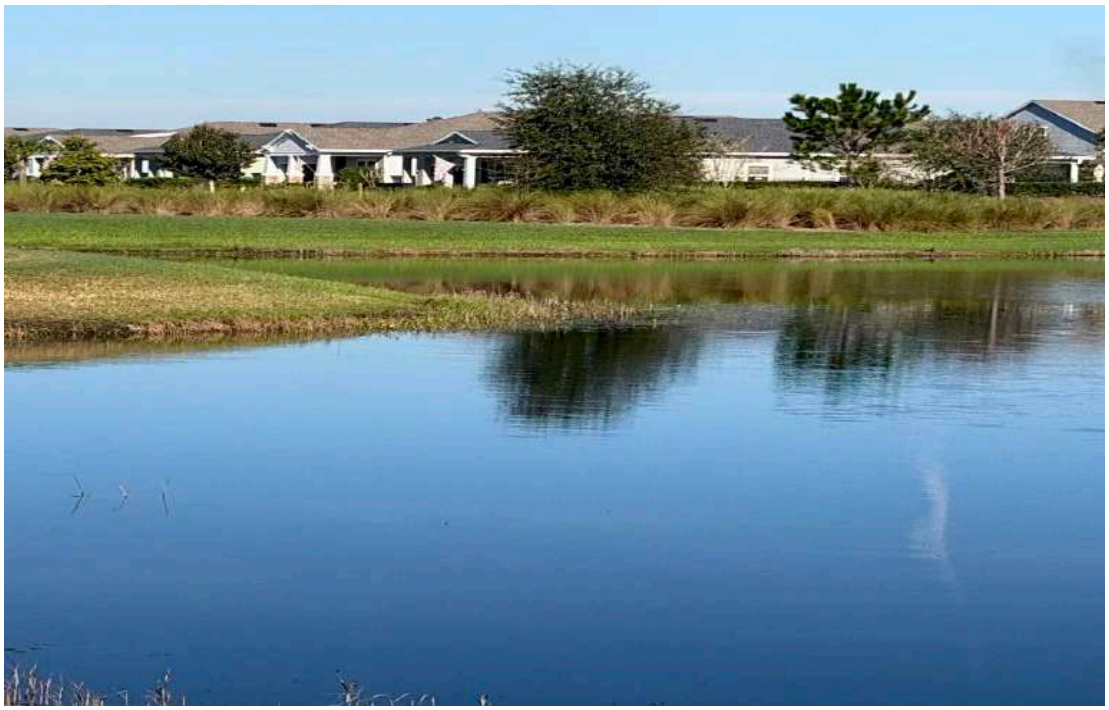
Aesthetic Appearance	Water Appearance
Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Pennywort Torpedo Grass	Moderate Spotty

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 11b"





SITE NAME: "Pond 9b"

Comments:
Severe torpedo grass around the perimeter of the pond

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Torpedo Grass	Severe

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 9b"







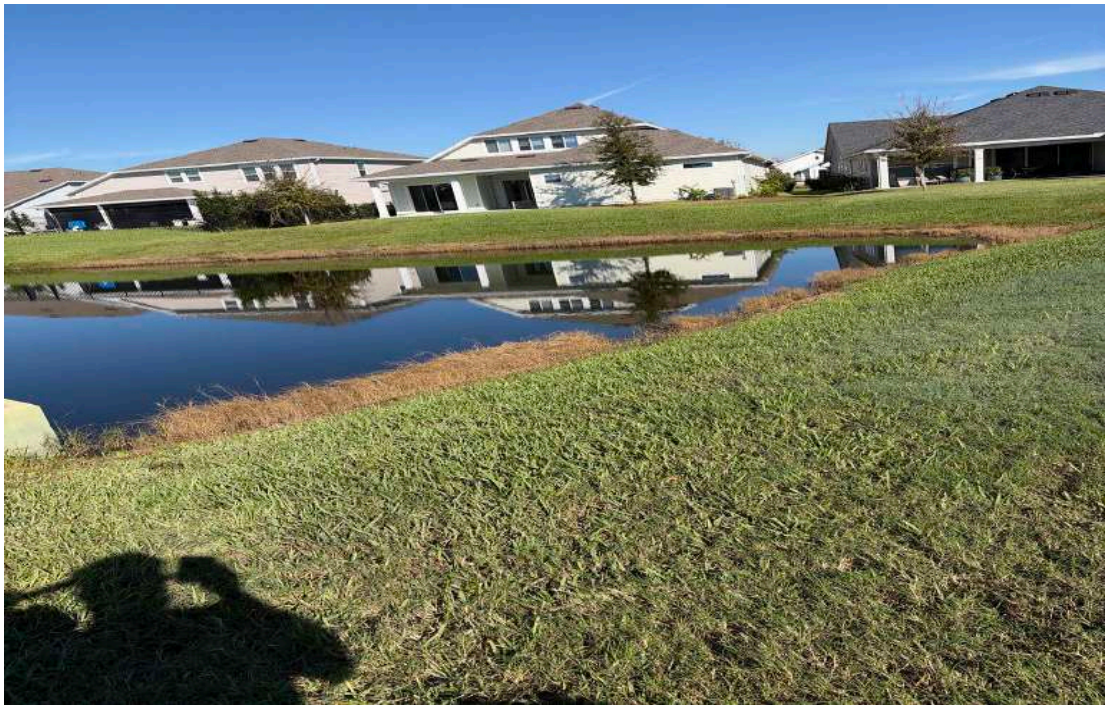
SITE NAME: "Pond 12a"

Comments:
Torpedo grass is dead from old treatment. Pond looks fair condition

Aesthetic Appearance	Water Appearance
Fair	Clear

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 12a"





SITE NAME: "Pond 9c"

Comments:
Torpedo grass is dead; however, there is severe algae presence

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Severe

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 9c"





SITE NAME: "Pond 10d"

Comments:
Torpedo Grass is dying; however, there are still a large presence of growing torpedo grass and severe amounts of algae

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Torpedo Grass	Severe Heavy

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 10d"





SITE NAME: "Pond 10c"

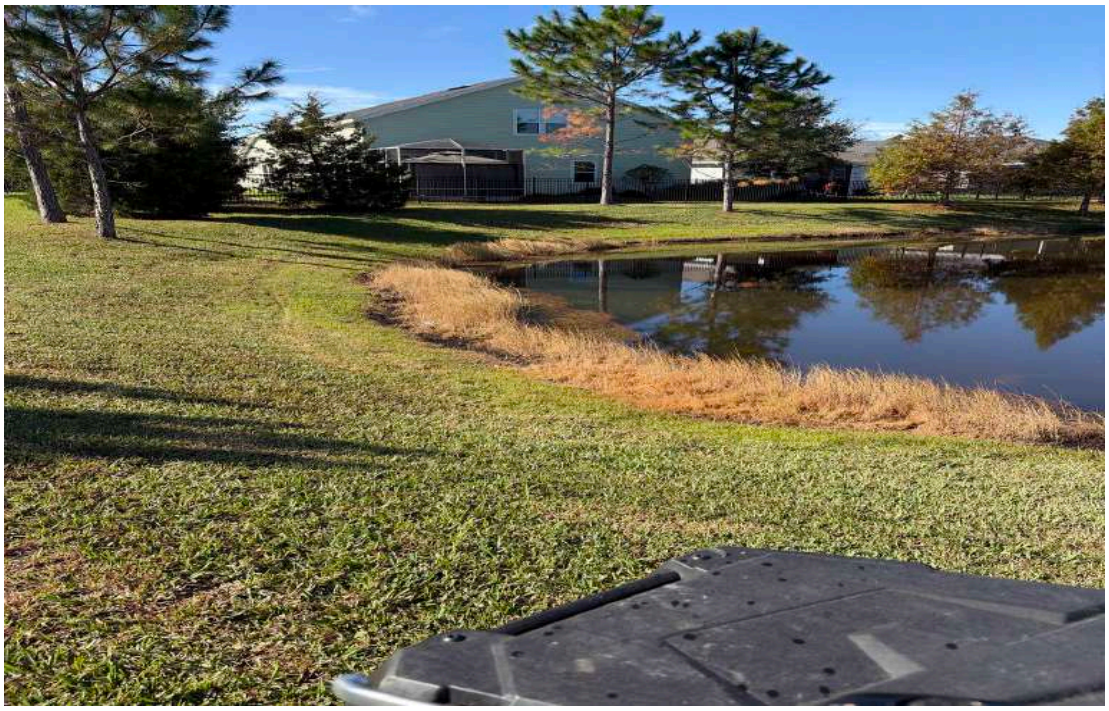
Comments:
Torpedo grass is dead. Minor to moderate amounts of algae present along bank

Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Spotty

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 10c"





SITE NAME: "Pond 7b"

Comments:
Severe amounts of algae present around the pond

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Planktonic Algae	Heavy Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 7b"





SITE NAME: "Pond 7a"

Comments:
Moderate amount of torpedo grass present. in the southwest corner

Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Torpedo Grass	Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 7a"





SITE NAME: "Pond 7c"

Comments:
Moderate amount of torpedo grass along pond's edge, with minor algae starting to grow

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Torpedo Grass Algae	Heavy Trace

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 7c"







SITE NAME: "Pond 10a"

Comments:
Torpedo grass is dead. Algae is present

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 10a"





SITE NAME: "Pond 9a"

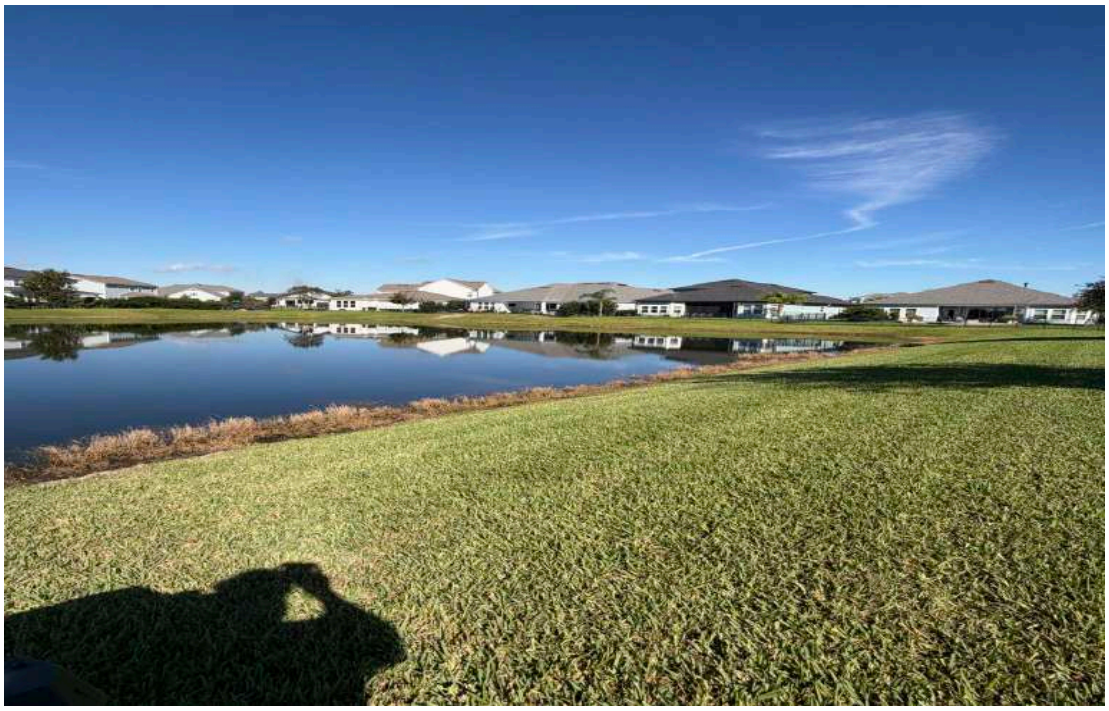
Comments:
Torpedo grasses dying, minor alligator weed, with moderate penny wort present

Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Pennywort Alligator Weed	Spotty Trace Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 9a"





SITE NAME: "Pond 8a"

Comments:
Pond looks good, minor geese feathers in one corner, otherwise no vegetation or algae found

Aesthetic Appearance	Water Appearance
Good	Clear

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 8a"





SITE NAME: "Pond 14"

Comments:
Oind looks decent with moderate amounts of algae around edges

Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 14"





SITE NAME: "Pond 14b"

Comments:
Spotty algae present with moderate pennywort around perimeter

Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Pennywort	Spotty Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 14b"





SITE NAME: "Pond 11a"

Comments:
Pond has moderate to heavy algae forming due to the SSR in the pond

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Slender Spikerush	Moderate Heavy

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 11a"





SITE NAME: "Pond 11c"

Comments:
Pond looks good. No issues found

Aesthetic Appearance	Water Appearance
Good	Clear

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 11c"





SITE NAME: "Pond 20"

Comments:
Pond has heavy pennywart located around the perimeter

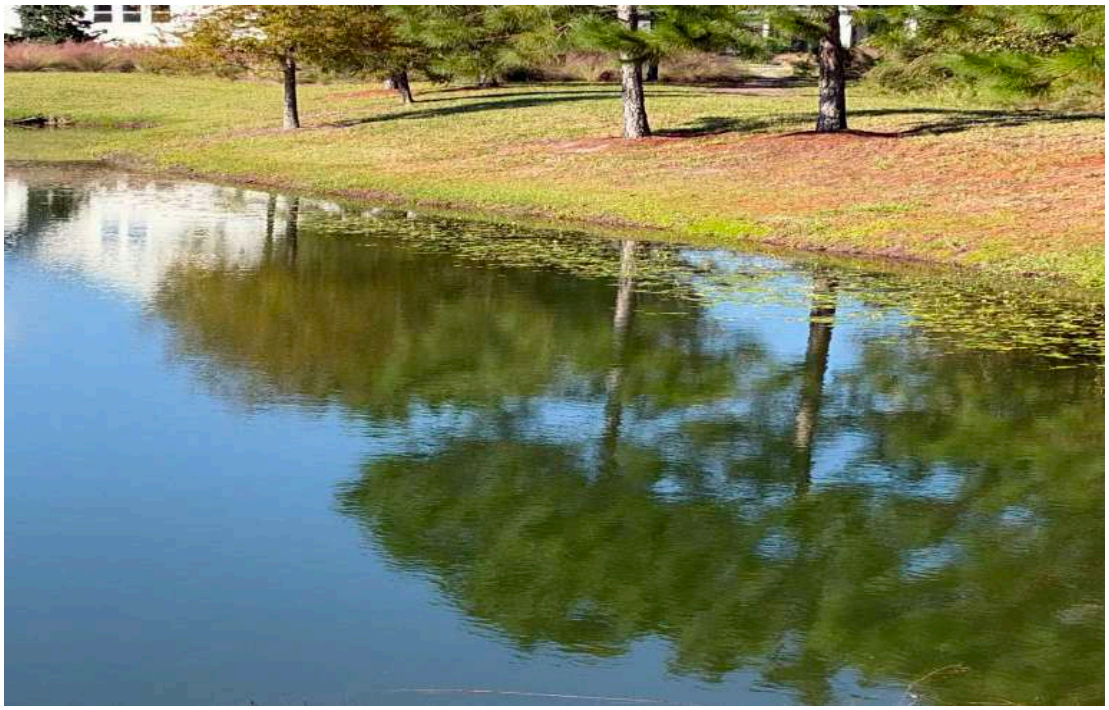
Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Pennywort	Heavy

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 20"





SITE NAME: "Pond 21a"

Comments:
Pond has moderate algae with severe torpedo grasses

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Torpedo Grass	Moderate Severe

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 21a"







SITE NAME: "Pond 21b"

Comments:
Pawn has severe torpedo grasses with moderate

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Torpedo Grass	Heavy Severe

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 21b"





SITE NAME: "Pond 22a"

Comments:
Pond has moderate to heavy algae, along with minor to moderate grasses

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Torpedo Grass	Heavy Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 22a"





SITE NAME: "Pond 22b"

Comments:
Heavy alligator weed and algae present

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Alligator Weed	Heavy Heavy

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 22b"





SITE NAME: "Pond 28a"

Comments:
Severe allergy due to some worst vegetation will identify when out to treat Large amounts of trash and pawn, possibly due to construction happening

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Severe

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 28a"







SITE NAME: "Pond 28b"

Comments:
Pawn has minor alligator weed with minor platonic algae present

Aesthetic Appearance	Water Appearance
Fair	Murky

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

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 28b"





SITE NAME: "Pond 29a"

Comments:
Pond has moderate algae starting to form

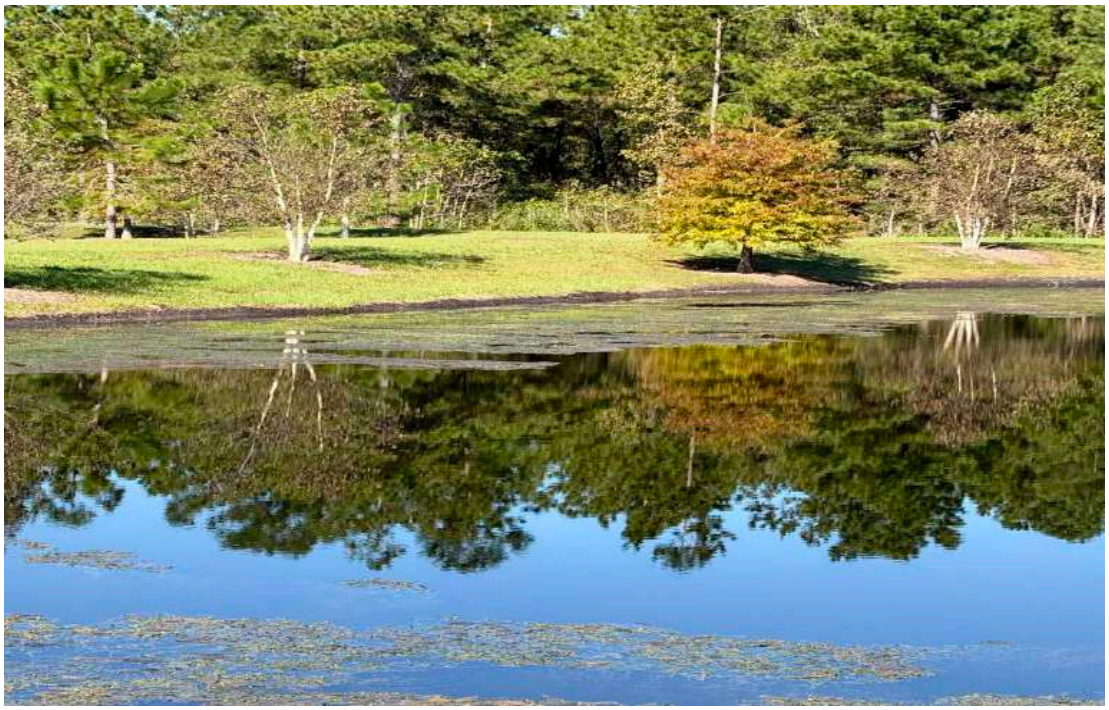
Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 29a"





SITE NAME: "Pond 29b"

Comments:
Pawn has minor algae present with a lot of beneficial bull rush. starting to establish

Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
native bull rush Algae	Spotty Spotty

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 29b"





SITE NAME: "Pond 34"

Comments:
Pond has minor grass is starting to grow, otherwise looks good

Aesthetic Appearance	Water Appearance
Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Torpedo Grass	Sparse

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 34"





SITE NAME: "Pond 36"

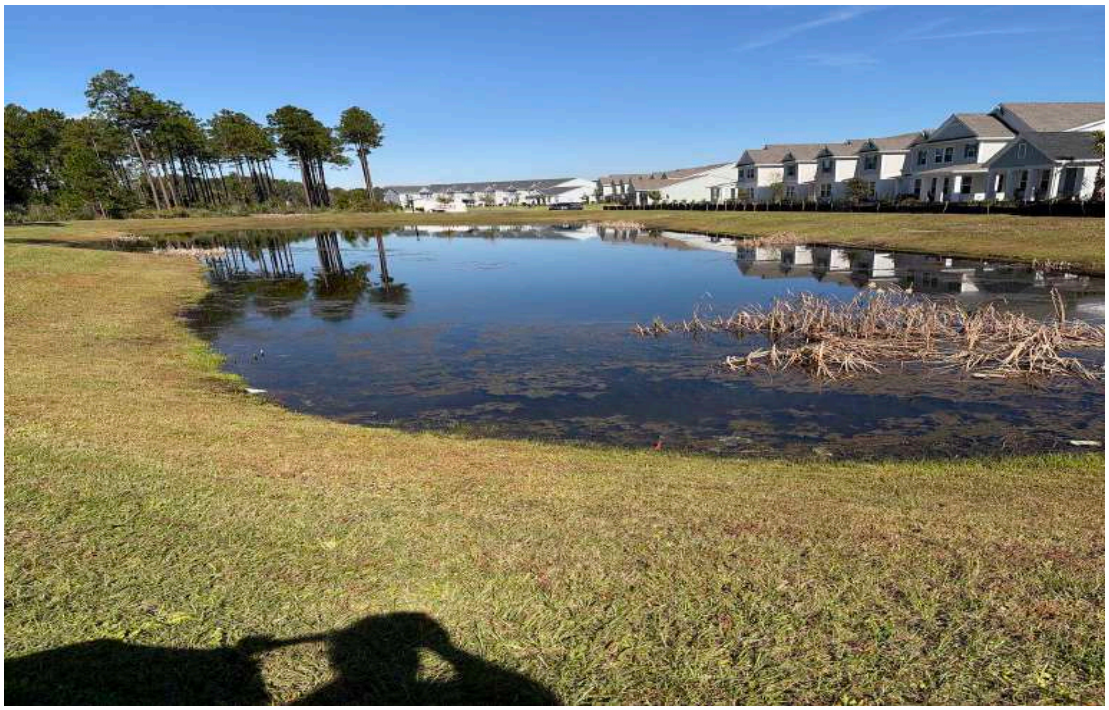
Comments:
Khan has minor to moderate amount of allergy along with heavy Chara

Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Chara	Moderate Heavy

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 36"





SITE NAME: "Pond 35"

Comments:
Pawn has moderate amount of algae along with moderate bull rush starting to grow throughout

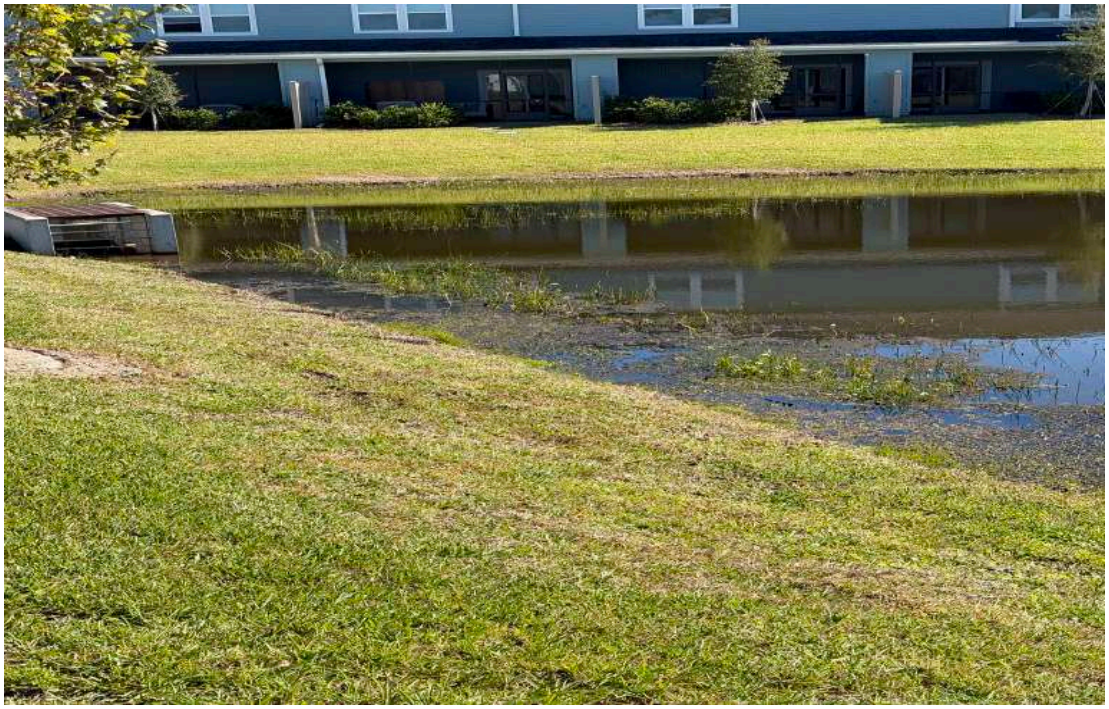
Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Bulrush	Moderate Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 35"





SITE NAME: "Pond 33"

Comments:
Pond has moderate algae, as well with bullish

Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Bulrush	Moderate Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 33"



SITE NAME: "Pond 24a"

Comments:
Pond has minor the trace amounts of algae and torpedo grass that needs treated

Aesthetic Appearance	Water Appearance
Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Torpedo Grass	Trace Trace

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 24a"





SITE NAME: "Pond 31"

Comments:
Pawn has moderate amount of algae around perimeter

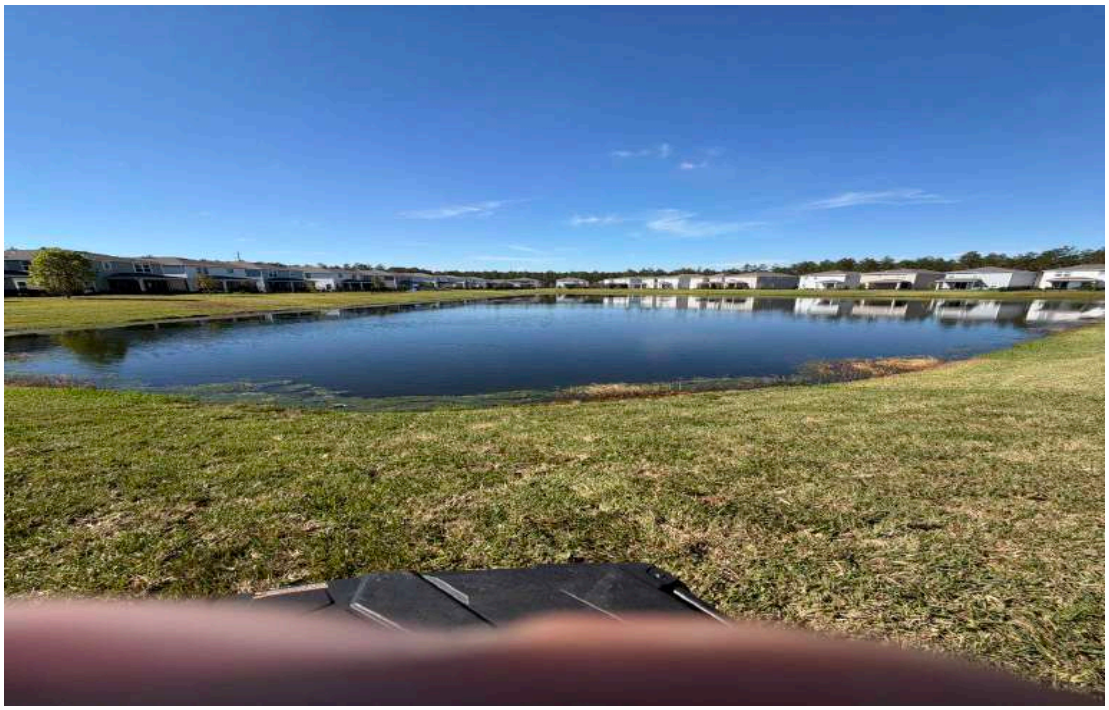
Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 31"





SITE NAME: "Pond 24c"

Comments:
Pawn has spotty amounts of penny wart with some torpedo grass. Beneficials are starting to establish

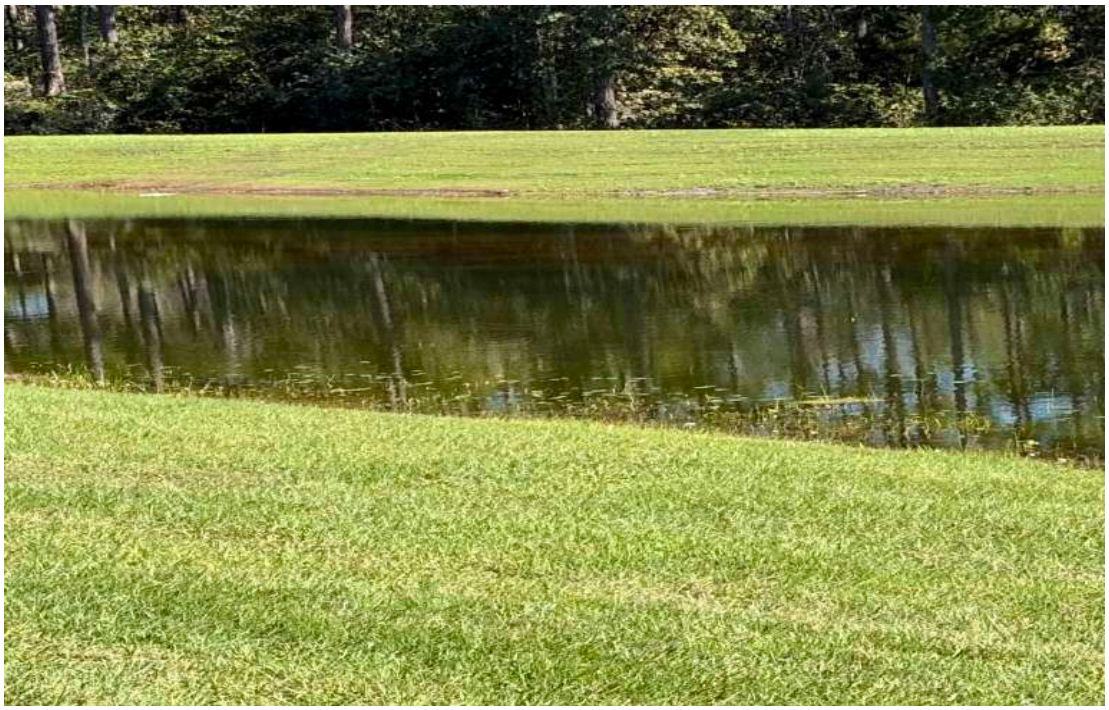
Aesthetic Appearance	Water Appearance
Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Pennywort Torpedo Grass	Spotty Spotty

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 24c"





SITE NAME: "Pond 24b"

Comments:
Grasses are dying from previous treatment. Very light spotty algae

Aesthetic Appearance	Water Appearance
Fair	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae	Spotty

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 24b"





SITE NAME: "Pond 23b"

Comments:
Moderate amount of pennywort grown around perimeter of pond, otherwise pond looks good

Aesthetic Appearance	Water Appearance
Good	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Pennywort	Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 23b"





SITE NAME: "Pond 23a"

Comments:
Moderate to heavy allergy growing in pond, torpedo grass is moderate 2 1/2 to 3 foot gator observed on bank

Aesthetic Appearance	Water Appearance
Poor	Clear

Aquatic Vegetation Identified	Extent of Aquatic Vegetation
Algae Torpedo Grass	Heavy Moderate

Product Used	EPA #
N/A	N/A

SITE IMAGES: "Pond 23a"









Thank you for your business!

TIGRIS
WHERE WATERS THRIVE.

EXHIBIT 10

EXHIBIT 11

EXHIBIT 12

EXHIBIT 13

EXHIBIT 14

EXHIBIT 15

EXHIBIT 16

EXHIBIT 17

RESOLUTION 2027-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; PROVIDING FOR WEBSITE POSTING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Trout Creek Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

WHEREAS, the Board of Supervisors (the "**Board**") previously adopted its budget ("**Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an Amended Budget to reflect changes in the actual appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and the resolution adopting the Budget (the "**Adoption Resolution**") authorize the Board to amend the Budget within sixty (60) days following the end of Fiscal Year 2026; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations.

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

SECTION 1. BUDGET AMENDMENT.

a. The Board has reviewed the District Manager's proposed Amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The Amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as amended by the Board is hereby adopted in accordance with the provisions of Sections 190.008(2)(a) and 189.016(6)(c), *Florida Statutes*; provided, however, that the comparative figures contained in the Amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2026.

c. The Adopted Annual Budget will be maintained in the office of the District Manager and the District's Records Office and identified as "The Adopted Budget for Trout

Creek Community Development District for the Fiscal Year Ending September 30, 2026, as further amended and adopted by the Board of Supervisors effective October 29, 2026."

SECTION 2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sums set forth below, to be raised by special assessments or otherwise, which sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

GENERAL FUND	$_____
RESERVE FUND	$_____
DEBT SERVICE FUND – SERIES 2018	$_____
DEBT SERVICE FUND – SERIES 2020	$_____
DEBT SERVICE FUND – SERIES 2022	$_____
DEBT SERVICE FUND – SERIES 2025	$_____
TOTAL ALL FUNDS	$_____

SECTION 3. CONFLICTS. This Resolution is intended to amend, in part, the Adoption Resolution, which remains in full force and effect except as otherwise provided herein. All terms of the Adoption Resolution that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution does not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. WEBSITE POSTING. In accordance with Section 189.016(7), *Florida Statutes*, the District Manager must post the Adopted Annual Budget, as amended by this Resolution, on the District's official website within five (5) days after adoption of this Resolution, and the Adopted Annual Budget must remain on the website for at least two (2) years.

SECTION 6. EFFECTIVE DATE. This Resolution takes effect upon adoption.

PASSED AND ADOPTED this 18th day of November, 2026.

ATTEST:

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

_____

_____

Secretary/Assistant Secretary Chairperson, Board of Supervisors

Exhibit A: Amended Fiscal Year 2026 Budget

Exhibit A
Amended Fiscal Year 2026 Budget

EXHIBIT 18

EXHIBIT 18A

AMERICAN ELECTRICAL
Contracting, Inc.

9016 Philips Highway – Jacksonville, FL 32256
Office (904) 737-7770 • Fax (904) 737-1099
EC13010299

Howard "Mac" McGaffney
(904) 386-0186
Howard@cddmanagers.com

Date: October 29, 2026

To: FCS MANAGEMENT GROUP LLC
S PRAIRIE LAKES DR.
ST AUGUSTINE, FL 32084

Project: Night Swimming Electrical Proposal
Trout Creek CDD
100 Kayak Way
St. Augustine, FL 32092

-PROPOSAL-

American Electrical Contracting, Inc. proposes to furnish all labor and materials to complete the following scope of work:

Family Pool - Night Swimming Electrical Proposal:

1. Provide and install (6) new composite, direct burial light poles around pool deck, per drawing dated 8/27/2026.
2. Provide and install (2) new Visionaire 4000K LED light fixtures, two on one new pole, per drawing dated 8/27/2026.
3. Provide and install (5) new Visionaire 4000K LED light fixtures, one on each of five new poles, per drawing dated 8/27/2026.
4. Provide and install new underground conduit and wiring, per drawing dated 8/27/2026.
5. All new lighting to be controlled by 240v 0-10v dimming controls, per drawing dated 8/27/2026.
6. Provide and install (1) new LEDdynamics F019-W 0-10 dimming switch to control new lighting, per drawing dated 8/27/2026.
7. All trenching for underground installation to be hand dug. All trenching to be backfilled. No landscape replenishment included.
8. No new in-pool lighting included.
9. Any existing pavers that need to be moved will be professionally re-installed. No new pavers included.
10. All electrical work to comply with NEC 2020.
11. Disposal of old materials included.
12. Permit included.
13. Work to be completed during normal business hours, Monday-Friday.

TOTAL QUOTATION: $89,185.00

Lap Pool - Night Swimming Electrical Proposal:

1. Provide and install (7) new composite, direct burial light poles around pool deck, per drawing dated 8/27/2026.
2. Provide and install (4) new Visionaire 4000K LED light fixtures, two on each of two new pole, per drawing dated 8/27/2026.
3. Provide and install (5) new Visionaire 4000K LED light fixtures, one on each of five new poles, per drawing dated 8/27/2026.
4. Provide and install new underground conduit and wiring, per drawing dated 8/27/2026.

5. All new lighting to be controlled by 240v 0-10v dimming controls, per drawing dated 8/27/2026.
6. Provide and install (1) new LEDdynamics F019-W 0-10 dimming switch to control new lighting, per drawing dated 8/27/2026.
7. All trenching for underground installation to be hand dug. All trenching to be backfilled. No landscape replenishment included.
8. No new in-pool lighting included.
9. Any existing pavers that need to be moved will be professionally re-installed. No new pavers included.
10. All electrical work to comply with NEC 2020.
11. Disposal of old materials included.
12. Permit included.
13. Work to be completed during normal business hours, Monday-Friday.

TOTAL QUOTATION: $113,285.00

TOTAL QUOTATION FOR BOTH POOL AREAS: $202,470.00

THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS PROPOSAL

Note:

- To the extent that additional work is performed, or materials delivered at the Owner's request which is not the subject of a signed change order, American Electrical shall be entitled to recover the costs thereof, plus 25%.
- Customer/Owner agrees to have any and all inspections, that may be required, completed within 180 days of commencement. Customer/Owner understands and agrees to pay a $25.00 re-inspection fee on day 181. This fee will also be assessed every 180 days thereafter, indefinitely. If a collection agent is required to collect this fee, customer/owner agrees to pay all collection costs incurred, in addition to the outstanding fee.
- Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the base contract.
- The onsite representative for the customer or contractor is deemed to be authorized to request and approve extras and alterations to scope of work and payment by the customer or contractor for said work.
- **American Electrical Contracting, Inc. may withdraw this proposal if not accepted within 15 days.**
- American Electrical Contracting, Inc. shall have the right to stop work for nonpayment within terms upon 10 days written notification.
- Customer agrees to pay the cost of collection, including all collection, bankruptcy and appellate attorney's fees, court cost and filing fees, upon customer's default of contract.
- Labor warranty covers one year on original installation.
- Warranty and warranty claims shall be invalid unless all work, both contract and change orders, have been paid in full.
- Materials warranty is by the manufacture of the product. Lamps and bulbs are warranted for 30 days.
- Any payment not paid by the 10th day will be subject to an interest rate, which is equal to the maximum allowed by Florida statute.
- **The payment terms of the company are PAYMENT DUE UPON SERVICE RENDERED. Interest in the maximum amount permitted by law will be charged on overdue amounts and any judgements obtained. We accept all major credit cards, checks and cash. Non-payment will cause American Electrical Contracting, Inc. to commence legal action to collect monies due. Customer will also be liable for all attorney fees, collection costs, filing fees and court costs. If payment is not received within 60 DAYS of invoice date, customer authorizes and acknowledges AEC to enforce non-payment of work completed by placing a lien on owner's property for the value of materials, labor, and work provided on all delinquent accounts under Florida Statutes § 713.02 and § 713.06.**

The prices and conditions above are satisfactory and are hereby accepted. American Electrical Contracting, Inc. is authorized to perform the work as proposed.

Authorizing Signature _____ Date _____

Ryan Piersall
American Electrical Contracting, Inc.

EXHIBIT 18B

NexStar Electrical Contractors, LLC.

26 Royal Leaf Lane
Palm Coast, FL 32164
386-586-0770
EC13005145

Estimate #	Date
2381	11/9/2026

Proposal/Estimate For:	Proposed Property Site
Howard McGaffney, District Mgr Trout Creek CDD St Johns County Shearwater Amenity Pools	Shearwater Amenity Pools 100 Kayak Way St Augustine, FL FUN POOL

Payment for services rendered to be as follows: Progress Payments per scope of work phases. Any alteration or deviation from the specifications herein involving extra costs will become an extra charge over and above the estimate/proposal. Periodic code changes may require additional costs in order to be code compliant and will be added to the final invoice. This estimate is good for 60 days. This estimate was based on Not For Construction Print therefore we reserve the right to modify estimate when For Construction print is issued. Any listed TBD's are not included in this estimate and will be quoted separately. All concrete cutting and or core drilling are excluded from this estimate. Due to lead times on gear packages, lighting packages and fixture packages including Light Pole packages once order is placed order cannot be canceled or returned. Once materials/packages are on customer site ordered materials will be invoiced.

Description	Qty	U/M	Total
Shearwater Amenity Pool Night Swimming Lighting			
Provide materials and Install Lighting Package per print provided around Fun Pool			
Lighting Package per Print provided			45,137.28
Conduit, Wire for Lighting			14,690.00
Materials (sand, paver base, gravel and cement)			4,600.00
Labor			46,600.00
Rental - Equipment			450.00
Permit Fee (TO BE DETERMINED BY CITY AND ADDED TO FINAL INVOICE)			
Once lighting package and materials are ordered they may not be canceled or returned.			

Workmanship for the above is warranted to be free from defects for a period of 6 months from the date of completion. Warranty is subject to the following: Contractor has been paid in full for the work as stated in estimate. Warranty does not cover any damage to a person or property arising from the use of any of the products or materials furnished or any methods employed in connection with the work. Warranty is null and void if any modifications or changes are made to the products or materials used in connection with the work. Warranty does not cover damage caused by negligence, misuse or failure to properly maintain the work, or any unauthorized changes or modifications to the work performed by anyone other than NexStar Electrical Contractors, LLC. Materials and Fixtures are Manufacturers Warranty only.

All work will be completed during regular business hours. All overtime work which includes any overtime hours required to meet an accelerated project scheule and all expedited shipping which includes any shipping of equipment or materials that must be expedited for the project due to accelerated schedule changes by the owner/project manager/supervisor or the general contractor is excluded from this scope of work and will be presented as a change order. Any additional trips, labor or materials needed due to the failure of the other trades to have the work completed as scheduled as previously confirmed will be presented as a change order. Any additional trips, labor or materials due to other trades, GC or project supervisor/manager etc, vandalism or acts of God to move repair and change or add to scope of work will be presented as a change order. All existing equipment is known to be in good working order, if it is found to be otherwise, additional charges will apply

Total $111,477.28

SIGNATURE: _____

NexStar Electrical Contractors, LLC.

26 Royal Leaf Lane
Palm Coast, FL 32164
386-586-0770
EC13005145

Estimate #	Date
2382	11/9/2026

Proposal/Estimate For:	Proposed Property Site
Howard McGaffney, District Mgr Trout Creek CDD St Johns County Shearwater Amenity Pools	Shearwater Amenity Pools 100 Kayak Way St Augustine, FL LAP POOL

Payment for services rendered to be as follows: Progress Payments per scope of work phases. Any alteration or deviation from the specifications herein involving extra costs will become an extra charge over and above the estimate/proposal. Periodic code changes may require additional costs in order to be code compliant and will be added to the final invoice. This estimate is good for 60 days. This estimate was based on Not For Construction Print therefore we reserve the right to modify estimate when For Construction print is issued. Any listed TBD's are not included in this estimate and will be quoted separately. All concrete cutting and or core drilling are excluded from this estimate. Due to lead times on gear packages, lighting packages and fixture packages including Light Pole packages once order is placed order cannot be canceled or returned. Once materials/packages are on customer site ordered materials will be invoiced.

Description	Qty	U/M	Total
Shearwater Amenity Pool Night Swimming Lighting			
Provide materials and Install Lighting Package per print provided around Lap Pool			
Lighting Package per Print provided			28,210.72
Conduit, Wire for Lighting			14,690.00
Materials (sand, paver base, gravel and cement)			3,010.00
Labor			46,600.00
Rental - Equipment			200.00
Permit Fee (TO BE DETERMINED BY CITY AND ADDED TO FINAL INVOICE)			
Once lighting package and materials are ordered they may not be canceled or returned.			

Workmanship for the above is warranted to be free from defects for a period of 6 months from the date of completion. Warranty is subject to the following: Contractor has been paid in full for the work as stated in estimate. Warranty does not cover any damage to a person or property arising from the use of any of the products or materials furnished or any methods employed in connection with the work. Warranty is null and void if any modifications or changes are made to the products or materials used in connection with the work. Warranty does not cover damage caused by negligence, misuse or failure to properly maintain the work, or any unauthorized changes or modifications to the work performed by anyone other than NexStar Electrical Contractors, LLC. Materials and Fixtures are Manufacturers Warranty only.

All work will be completed during regular business hours. All overtime work which includes any overtime hours required to meet an accelerated project scheule and all expedited shipping which includes any shipping of equipment or materials that must be expedited for the project due to accelerated schedule changes by the owner/project manager/supervisor or the general contractor is excluded from this scope of work and will be presented as a change order. Any additional trips, labor or materials needed due to the failure of the other trades to have the work completed as scheduled as previously confirmed will be presented as a change order. Any additional trips, labor or materials due to other trades, GC or project supervisor/manager etc, vandalism or acts of God to move repair and change or add to scope of work will be presented as a change order. All existing equipment is known to be in good working order, if it is found to be otherwise, additional charges will apply

Total $92,710.72

SIGNATURE: _____

EXHIBIT 18C

EXHIBIT 19

RESOLUTION 2027-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN UPDATED EASEMENT VARIANCE POLICY AND AN AMENDED POLICY RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT; DESIGNATING THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZING PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES RELATING TO TOWING AND AN AMENDED RULE RELATING TO SUSPENSION AND TERMINATION OF DISTRICT FACILITY PRIVILEGES PURSUANT TO CHAPTER 120, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Trout Creek Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

WHEREAS, the District's Board of Supervisors ("Board") is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*, and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board previously adopted Rules of Procedure, Rules, Policies & Rates for Usage for All District Facilities and an Amended Policy Relating to Overnight Parking and Parking Enforcement ("Prior Parking Policy"); and

WHEREAS, the Board desires to adopt by resolution, for immediate use and application, an updated Easement Variance Policy governing improvements within District property and easements ("Easement Variance Policy"), attached as **Exhibit A**, and an Amended Policy Relating to Overnight Parking and Parking Enforcement ("Amended Parking Policy"), attached as **Exhibit B**, neither of which is required to be adopted as a rule under Chapter 120, *Florida Statutes*; and

WHEREAS, the Board intends to adopt, pursuant to Sections 190.011(5) and 190.035 and Chapter 120, *Florida Statutes*, Amended and Restated Rules Relating to Towing ("Towing Rule"), a proposed copy of which is attached as **Exhibit C**, and an amended rule relating to suspension and termination of District facility privileges, as set forth in Addendum C to the District's Rules, Policies & Rates for Usage for All District Facilities ("Disciplinary Rule"), a proposed copy of which is attached as **Exhibit D**, and desires to set a public hearing thereon; and

WHEREAS, the Board previously adopted following notice and a public hearing held pursuant to Chapter 120, Florida Statutes, an easement variance application rate up to $500.00 ("Easement Variance Application Rate"), and the Easement Variance Policy implements the Easement Variance Application Rate without the need for further rulemaking proceedings.

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

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated herein.

SECTION 2. The Board hereby adopts the Easement Variance Policy, attached as Exhibit A, and the Amended Parking Policy, attached as Exhibit B, for immediate use and application; provided, however, that any application fee charged under the Easement Variance Policy shall be within the Easement Variance Application Rate. The Amended Parking Policy supersedes the Prior Parking Policy. The Easement Variance Policy and the Amended Parking Policy shall remain in full force and effect until amended or rescinded by the Board.

SECTION 3. The District will hold a public hearing on the Towing Rule and the Disciplinary Rule at a meeting of the Board to be held on **January 28, 2027, at 5:30 p.m., at the Kayak Club, 100 Kayak Way, St. Augustine, Florida 32092**.

SECTION 4. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*, and all prior actions taken for the purpose of publishing notice are hereby ratified.

SECTION 5. If any provision of this Resolution, the Easement Variance Policy, or the Amended Parking Policy is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of November, 2026.

ATTEST:	**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Easement Variance Policy
Exhibit B: Amended Policy Relating to Overnight Parking and Parking Enforcement
Exhibit C: Proposed Amended and Restated Rules Relating to Towing
Exhibit D: Proposed Amended Rule Relating to Suspension and Termination of District Facility Privileges

Exhibit A

Easement Variance Policy

[Attached on Next Page]

Exhibit B
Amended Policy Relating to Overnight Parking and Parking Enforcement

[Attached on Next Page]

Exhibit C
Proposed Amended and Restated Rules Relating to Towing

[Attached on Next Page]

Exhibit D
Proposed Amended Rule Relating to Suspension and Termination of District Facility Privileges

[Attached on Next Page]

EXHIBIT 19A

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

Policy for Variance Applications for Installation of Improvements Impacting District Property or Easements

Policy Effective November 18, 2026

1. ***Variance Application Submission.*** If a property owner desires to install improvements within property or an easement owned by Trout Creek Community Development District (the "District"), or improvements on private property that may impact District property or improvements, the owner must:

    a. Submit a written variance application to the District Manager and District Engineer or his or her designee prior to commencement of such installation, in the form included herein as **Attachment A**. The application must be made by the owner of the property, and a separate application is required for each property, even if the same contractor or design is proposed for multiple properties. The application must contain, at a minimum, the following information:

        i. The contact information of the person making the variance application;

        ii. The lot number or street address of the lot on which the improvements are to be installed;

        iii. A description of the improvements to be installed;

        iv. A diagram showing the proposed location of the improvements;

        v. The name, contact information, and license number (if applicable) of the contractor who will install the improvements;

        vi. The requested commencement date of the installation of said improvements; and

        vii. In the case of drainage improvements, the owner must demonstrate that the permitted drainage pattern is not changed. Additionally, if the proposed drainage improvement discharges into or connects to a District-owned stormwater pond, roadway, curb, gutter, or other stormwater facility, the owner agrees to install the improvement in accordance with any construction detail approved by the District Engineer and to comply with any District requirements for such facilities, including stormwater ponds and surrounding pond banks. The owner must include this demonstration with the application, and the District Engineer will confirm it as part of the review described in Section 2.

    b. Pay a flat, non-refundable application fee, in the amount of $400.00 per application, to offset the District's costs of processing the variance application.

    c. The application fee is intended to cover:

        i. District Engineer review of the variance application and post-installation review; and

        ii. Recording of the variance agreement in the Official Records of St. Johns County.

2. ***Review by District Engineer.*** The District Engineer shall review the variance application to determine if the proposed improvements would have a negative impact on any District improvements. Such review may include, in the District Engineer's discretion and as may be necessary, conducting an in-person site inspection. The District Engineer may prepare and pre-approve one or more standard construction details for common drainage improvements, such as curb-cut and curb-drain connections (each, a "Standard Detail"). Standard Details will be available from the District Manager upon request. If an application proposes improvements that conform to an applicable Standard Detail without modification, the District Engineer's review may be limited to confirming conformance with the Standard Detail and site conditions. The District Engineer shall recommend one of the following actions:

    a. Approve the variance application, with or without conditions; or

    b. Deny the variance application.

3. ***Denial of Variance Application.*** If the District Engineer recommends denying the application, District staff shall notify the applicant that the variance application was denied and that the proposed improvements may not be installed.

4. ***Approval of Variance Application – Drainage Improvements.*** If the District Engineer recommends approving an application for drainage improvements, District staff shall coordinate execution of a variance agreement, which the Chairperson or the District Manager is authorized to execute on behalf of the District, in substantially the form attached hereto as **Attachment B**, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. Upon execution of the agreement, District staff shall record the agreement in the Official Records of St. Johns County. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.

5. ***Approval of Variance Application – Other Improvements.*** If the District Engineer recommends approving an application for any other improvements, including but in no way limited to swimming pools, patios, and decks, the District Engineer shall present the application and recommendation at the next available Board meeting. If approved by the Board, District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as **Attachment B**, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. Upon execution of the agreement, District staff shall record the agreement in the Official Records of St. Johns County. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.

6. ***Approval on Behalf of the District Only.*** The District's approval of a variance application constitutes approval from the District only. The owner is responsible for obtaining any other necessary approvals, permits and authorizations, including but not limited to approvals from the HOA, St. Johns County, and any other entities having an interest in the property, as applicable.

7. ***Penalties for Unauthorized Improvements.*** If improvements are constructed within a District easement or on District property without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the owner to remove, relocate, or modify the improvements at the owner's sole expense. If the owner is unresponsive to the District's requests, the District may remove said improvements on its own and charge the owner the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.

8. ***Threats to Health, Safety, Integrity, or Welfare.*** If improvements are constructed with approval within a District property or easement but at some point in the future, said improvements threaten the health, safety, integrity or welfare of residents or District improvements, the District will make every reasonable effort to contact the owner to work to resolve the issues but may, in its reasonable discretion, modify or remove the owner's improvements immediately to protect said interests. Owners with improvements impacting District property or District easements are responsible for all maintenance of said improvements.

ATTACHMENT A
TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
Variance Application

Trout Creek Community Development District owns property and easement rights throughout the community for the purpose of maintaining certain infrastructures, including the stormwater and drainage system. Property owners seeking to make improvements in the District's easements, on District property or in areas where such improvements may impact District property or improvements, must fill out this Variance Application and return the completed form, along with the application fee and a sketch of the plan, to the District Offices at the address below. All Variance Applications will be reviewed in accordance with the District's *Policy for Variance Applications for Installation of Improvements Impacting District Property or Easements*.

Name of Owner: _____

Address: _____

Telephone: _____ Email: _____

Description of proposed improvements (attach a survey sketch showing the proposed location of the improvements): _____

_____

_____

Proposed installation commencement date: _____

Acknowledgements (please initial by each):

_____	I acknowledge that I must pay $400.00 as an application fee to offset costs of District engineer review of the proposed and final improvements and recording of the Variance Agreement. If I do not, my application may be denied without further consideration.
_____	I acknowledge that any approval is only for the improvements in this application, and that upon completion of the improvements, the District Engineer must certify that the improvements do not exceed the scope of any approval. If my plans change, I must file a new variance application.
_____	For drainage improvements only: I acknowledge that the proposed drainage improvements will not change the permitted drainage pattern, will be installed in accordance with any construction detail approved by the District Engineer, and will be maintained by me at my sole expense, including any portion located within or connected to District roadways, curbs, gutters, or stormwater facilities.
_____	I acknowledge that approval of this variance application is approval from Trout Creek Community Development District only, and that I am responsible for obtaining any other necessary approvals,including but not limited to approvals from any HOA, St. Johns County, or any other entity having an interest in the property or improvements, as applicable.
_____	I acknowledge that if this variance application is approved, I will be required to execute a Variance Agreement, which will be recorded in the official records of St. Johns County, Florida. No improvements may be installed until the Variance Agreement is executed and recorded.
_____	I acknowledge that this variance application must be made by the legal owner of the property. I certify that I am the legal owner of the property.

[Signature Page Follows]

Owner's Signature Print Name Date

Please submit this completed application with a survey sketch to the District Manager by e-mail at howard@cddmanagers.com *or by mail at Trout Creek CDD c/o FCS Management Group, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 and to the District Engineer by e-mail at myuro@mjyuro.com or by mail at 145 Hilden Road, Unit 108, Ponte Vedra, Florida 32081*

ATTACHMENT B
FORM OF VARIANCE AGREEMENT

After recording, please return to:
Trout Creek CDD c/o FCS Management Group,
250 International Parkway, Suite 208,
Lake Mary, Florida 32746

VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTSIMPACTING DISTRICT EASEMENT OR PROPERTY

This *Variance Agreement for Installation of Improvements Impacting District Easement or Property* ("**Agreement**") is entered into as of this _____ day of _____, 20____, by and between _____ ("**Owner**") and Trout Creek Community Development District ("**District**"), a local unit of special purpose government created pursuant to St. Johns County Ordinance No. 2014-44.

WITNESSETH:

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

WHEREAS, Owner desires to install certain improvements described as _____ _____ ("**Improvements**") within a District easement or property ("**Easement**") abutting Owner's Lot ("**License Area**"), as shown on the Plat; and

WHEREAS, due to the District's legal interests in the Easement, among other reasons, Owner requires the District's consent before installing Improvements within the License Area; and

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

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

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

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

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

    a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.

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

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

d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property or improvements of District, including but not limited to the pond bank or stormwater facilities, or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option if such repairs are not made timely.

e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any District infrastructure or improvements that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such pre-existing infrastructure and improvements. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing infrastructure and improvements prior to installation of the Improvements and to perform the work to install the Improvements. The District, its officers, supervisors, employees, professional staff and agents must be named as additional insureds under the contractor's or Owner's liability insurance policy for said work, and Owner must provide the District with a certificate of insurance evidencing such coverage before installation begins.

f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and care of any such Improvements and agrees to maintain the Improvements in good condition at Owner's sole cost and expense, including any portion of the Improvements located within, under, or connecting to any District roadway, curb, gutter, or stormwater facility.

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

h. Within thirty (30) days after completing installation of the Improvements, Owner must provide the District Engineer with an installation report, including photographs, elevations, and a description of the work performed, so the District Engineer may complete the post-installation review required under the District's policy.

4. **Removal and/or Replacement of Improvements**. The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Easement described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted herein at Owner's own risk and agrees that Owner will never claim any damages against District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner further acknowledges that, upon reasonable notice to Owner, or without notice in the event of an

emergency or a threat to the health, safety, or welfare of residents or District improvements, the District may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner's expense, and that the District is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.

5. **Indemnification**. Owner agrees to indemnify, defend and hold harmless the District, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

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

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. **Default.** A default by either party under this Agreement – including but not limited to Owner's failure to meet its obligations under Section 3 above – shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Witnesses:

By:_____

_____
Print Name

By:_____

_____
Print Name

Owner

By:_____

_____
Print Name

By:

_____
Print Name

STATE OF FLORIDA)
COUNTY OF _____)

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

_____
NOTARY PUBLIC

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

[*signatures continue on following page*]

Witnesses:	**Trout Creek Community Development District**
By:_____	By:_____
_____ Print Name	_____ [Chairperson of the Board of Supervisors / District Manager]
By:_____	
_____ Print Name	

STATE OF FLORIDA)
COUNTY OF _____)

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

_____
NOTARY PUBLIC

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

[*end of signature pages*]

EXHIBIT 19B

TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT

AMENDED RULE RELATING TO PARKING AND PARKING ENFORCEMENT

On May 28, 2026, [as amended on January 28, 2027], at a duly noticed public hearing and meeting, the Board of Supervisors of the Trout Creek Community Development District ("District") adopted the following rules and policies to govern parking and parking enforcement on certain District property ("Rule"). This Rule repeals and supersedes all prior District rules or policies governing the same subject matter.

Section 1. Introduction and Application. The District finds that Vehicles and Vessels (as defined below) Parked (as defined below) on certain District property may create hazards and danger to the health, safety, and welfare of District residents, paid users, and the public, and may damage District property. This Rule is intended to provide a means by which the District may address improperly parked Vehicles and Vessels, including by towing/removal, subject to the requirements of applicable law and the procedures in this Rule.

SECTION 2. DEFINITIONS.

A. *Abandoned.* Any Vehicle or Vessel that, for a period in excess of twenty-four (24) consecutive hours, has remained in the same location on District property without being moved and without authorization to Park in that location will be deemed Abandoned.

B. *District Representative.* The District Manager, General Manager, Assistant General Manager, or such manager's designee.

C. *Park / Parked / Parking.* To stop, stand, or leave a Vehicle or Vessel, whether attended or unattended, except when stopping temporarily for the purpose of and while actually engaged in loading or unloading persons or property.

D. *Posted Parking Restriction.* Any limit on Parking shown on signage posted by the District under Section 5.A, including signage designating overnight Parking areas, five (5) minute Parking areas, time-limited Parking areas (for example, thirty (30) minutes or one (1) hour), no Parking areas, and areas where Parking is restricted on a temporary or short-term basis.

E. *Tow-Away Zone.* A designated area on District property (including District-owned roadways) in which Parking is prohibited or limited by posted signage and in which the District is authorized to initiate towing and/or removal. An area constitutes a Tow-Away Zone only after the District has caused signage to be posted in accordance with section 715.07, *Florida Statutes*, and Section 5.A of this Rule. The District will maintain a list of active Tow-Away Zones on the District's website at https://troutcreekcdd.vglobaltech.com/ for informational purposes; the list is not a condition of enforcement, and an error or delay in the list will not invalidate a towing or removal otherwise made in compliance with this Rule and applicable law. **Exhibit A** (the "Tow-Away Zone Map") identifies those areas of District property eligible to be designated as Tow-Away Zones.

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F. *Vehicle*. Any motor vehicle, trailer, or other wheeled conveyance that is used or capable of being used as a means of transportation on land for persons or property.

G. *Vessel*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS.

A. *Tow-Away Zones.* All District-owned roadways within the District, together with the District-owned parking areas and common areas shown on the Tow-Away Zone Map attached as **Exhibit A**, are eligible for designation as Tow-Away Zones. Roadways, parking areas, and common areas conveyed to the District after the date of the Tow-Away Zone Map are also eligible for designation as Tow-Away Zones. Any such eligible area may become an active Tow-Away Zone subject to towing enforcement under this Rule only upon installation of signage complying with section 715.07, *Florida Statutes*, and Section 5.A. Except where expressly designated for Parking by posted signage or marked parking spaces, Vehicles may not Park on District property at any time and are subject to towing in accordance with Section 5. Vehicles and Vessels Parked in a Tow-Away Zone in the same location in excess of twenty-four (24) consecutive hours, and without authorization to Park in that location, are subject to towing as Abandoned under Section 2.A. Posted signage controls where, when, and for how long Parking is allowed within an active Tow-Away Zone. Signage may designate, among other things, (i) areas where overnight Parking is allowed; (ii) five (5) minute Parking areas; (iii) time-limited Parking areas (for example, thirty (30) minutes or one (1) hour); and (iv) areas where Parking is restricted on a temporary or short-term basis, including for special events, maintenance, construction, or public safety. Overnight Parking is prohibited except in areas that posted signage designates for overnight Parking. Overnight Parking means Parking between 11:00 P.M. and 6:00 A.M., unless posted signage states different hours. Vehicles and Vessels Parked in violation of a Posted Parking Restriction are subject to towing. Parking is prohibited at all times on any grassy or landscaped areas on District property, including common areas, pond banks, and areas bordering roadways, unless the District grants a written exception in advance. Any Vehicle or Vessel Parked in an area not expressly designated for Parking, or in any grassy or landscaped area, is subject to towing in accordance with this Rule and applicable law. **Any Vehicle or Vessel Parked on District property, including District roads, must do so in compliance with all applicable laws, ordinances, and codes, and must not block access to driveways, property entrances, fire hydrants, fire lanes, or mailboxes. Vessels must not be Parked on District property without the express written permission of the District and are subject to towing if Parked without such permission.**

B. *Abandoned Vehicles and Vessels*. Abandoned Vehicles and Vessels are not permitted to be Parked on District property at any time and are subject to towing at the owner's expense.

C. *Manner of Parking.* Vehicles, and any Vessel Parked with the District's express written permission under Section 3.A, may not be Parked such that they utilize more than one (1) marked parking space, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's

business, or otherwise pose a danger to the District, its residents and guests, the general public, or the property of same.

D. *Exceptions.*

a. Special Circumstances. A District Representative may issue a Parking permit to authorize an exception to this Rule for special events or as necessitated by special circumstances, in which case the Parking permit must be for a limited time and must be conspicuously displayed in the windshield of the Vehicle or, in the case of a Vessel or a Vehicle without a windshield, in a conspicuous location on the Vessel or Vehicle.

b. Vendors and Food Trucks. Food trucks invited to special District events and District vendors performing District business are exempt from this Rule; provided, however, that such food trucks and vendors may not Park in a manner which threatens the health, safety, and welfare of District residents and guests, or causes property damage, and are subject to special instructions issued by the District for their Parking.

c. Delivery Vehicles and Governmental Vehicles. Delivery vehicles, including, but not limited to, Vehicles associated with USPS, UPS, FedEx, moving companies, and District vendors are exempt from this Rule while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

SECTION 4. ENFORCEMENT.

A. *Towing.* Vehicles or Vessels Parked in violation of this Rule may be towed in the District's discretion and in accordance with the requirements and procedures in Section 5.

B. *Amenity Suspension.* The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Rule, in accordance with the District's adopted *Suspension and Termination of Access Rule*.

SECTION 5. TOWING/REMOVAL PROCEDURES.

A. *Signage and Language Requirements.* A District Representative will determine the location and content of signage consistent with this Rule and will cause signage providing notice to be furnished and installed in conjunction with the towing service under Section 5.C on District property and roadways in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes.* No Vehicle or Vessel may be towed pursuant to this Rule from any area that has not been properly posted with signage satisfying the requirements of section 715.07, *Florida Statutes*. The current list of active Tow-Away Zones will be posted on the District's website and updated as reasonably necessary to reflect changes in signage and designation. Posted signage controls the Posted Parking Restrictions that apply in each active Tow-Away Zone. A District Representative may install, change, or remove signage showing Posted Parking Restrictions, including temporary signage, at any time without further Board action. A Vehicle or Vessel may not be towed for violating a new or changed Posted Parking Restriction until the signage showing that restriction has been in place for at least twenty-four (24) hours.

B. *Towing/Removal Authority.* For staff-directed patrol under Section 5.D, a District Representative will first verify that the subject Vehicle or Vessel was not authorized to Park under this Rule. To the extent that the District has entered into an agreement with an authorized towing service in accordance with Section 5.C, a District Representative, in his or her sole discretion, may authorize the removal of any such unauthorized Vehicle or Vessel by issuing a separate, written authorization specific to that Vehicle or Vessel to the towing service in a form agreed upon in the towing agreement. The towing service must not remove any Vehicle or Vessel from District property or District roadways unless (i) a District Representative has issued a specific, prior written authorization for that tow under this Section 5.B, or (ii) the tow is made during a roving patrol authorized under Section 5.D. Any such removal, including towing fees, release fees, storage fees, and similar charges, will be at the owner's expense. The Vehicle and/or Vessel will be towed/removed by the towing service, acting as an independent contractor and not as an agent of the District, in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*. The District will not be liable for any damage to, or loss of, a Vehicle or Vessel or its contents arising from the towing, removal, or storage of the Vehicle or Vessel by the towing service, and the owner's or operator's sole recourse for any such damage or loss is against the towing service.

C. *Agreement with Authorized Towing Service.* The District's Board of Supervisors is authorized to enter into and maintain an agreement with a towing service authorized by Florida law to tow or remove unauthorized Vehicles and Vessels in accordance with Florida law and this Rule. Any such agreement must require the towing service to: (i) act as an independent contractor and not as an agent of the District; (ii) comply with section 715.07, *Florida Statutes*, and all applicable St. Johns County ordinances; (iii) tow or remove a Vehicle or Vessel only as authorized under Section 5.B or Section 5.D; (iv) maintain insurance in amounts acceptable to the District and name the District as an additional insured; and (v) defend, indemnify, and hold harmless the District and its supervisors, officers, agents, and employees from claims arising out of the towing service's performance. Nothing in any such agreement will be construed as a waiver of the District's sovereign immunity or of the limitations on liability set forth in section 768.28, *Florida Statutes*.

D. *Enforcement Methods*. The District may enforce this Rule through roving patrol, staff-directed patrol, or both. A District Representative may select, begin, suspend, resume, or change the enforcement method at any time, for all or any part of the active Tow-Away Zones and for any days or hours, without further Board action. The District is not required to maintain either enforcement method and may end or re-implement either method at any time.

(1) *Roving Patrol.* During a roving patrol, the towing service may monitor active Tow-Away Zones and may tow or remove a Vehicle or Vessel Parked in violation of this Rule, including a Posted Parking Restriction, without a separate written authorization for each tow. A roving patrol may occur only (a) under a written towing agreement approved by the Board under Section 5.C that authorizes roving patrol, and (b) during the days, hours, and active Tow-Away Zones that a District

Representative designates in writing to the towing service. A District Representative may change or revoke that designation at any time.

(2) *Staff-Directed Patrol.* During a staff-directed patrol, a District Representative identifies each Vehicle or Vessel Parked in violation of this Rule and authorizes its removal under Section 5.B. A District Representative may direct District staff or the towing service to patrol specific active Tow-Away Zones at specific times, but each tow during a staff-directed patrol requires a specific, prior written authorization under Section 5.B.

Section 6. Parking At Your Own Risk. Any permitted Parking pursuant to this Rule is at the driver's own risk. The District assumes no liability for any theft, vandalism, personal injury, and/or damage that might occur to persons, personal property, and/or Vehicles or Vessels while Parked on District property, to the fullest extent permitted by law. Parking is subject to all applicable St. Johns County laws, ordinances, and regulations, and law enforcement may take action to enforce all such laws, ordinances, and regulations. Nothing in this Rule will be construed as a waiver of the District's sovereign immunity or of the limitations on liability set forth in section 768.28, *Florida Statutes*.

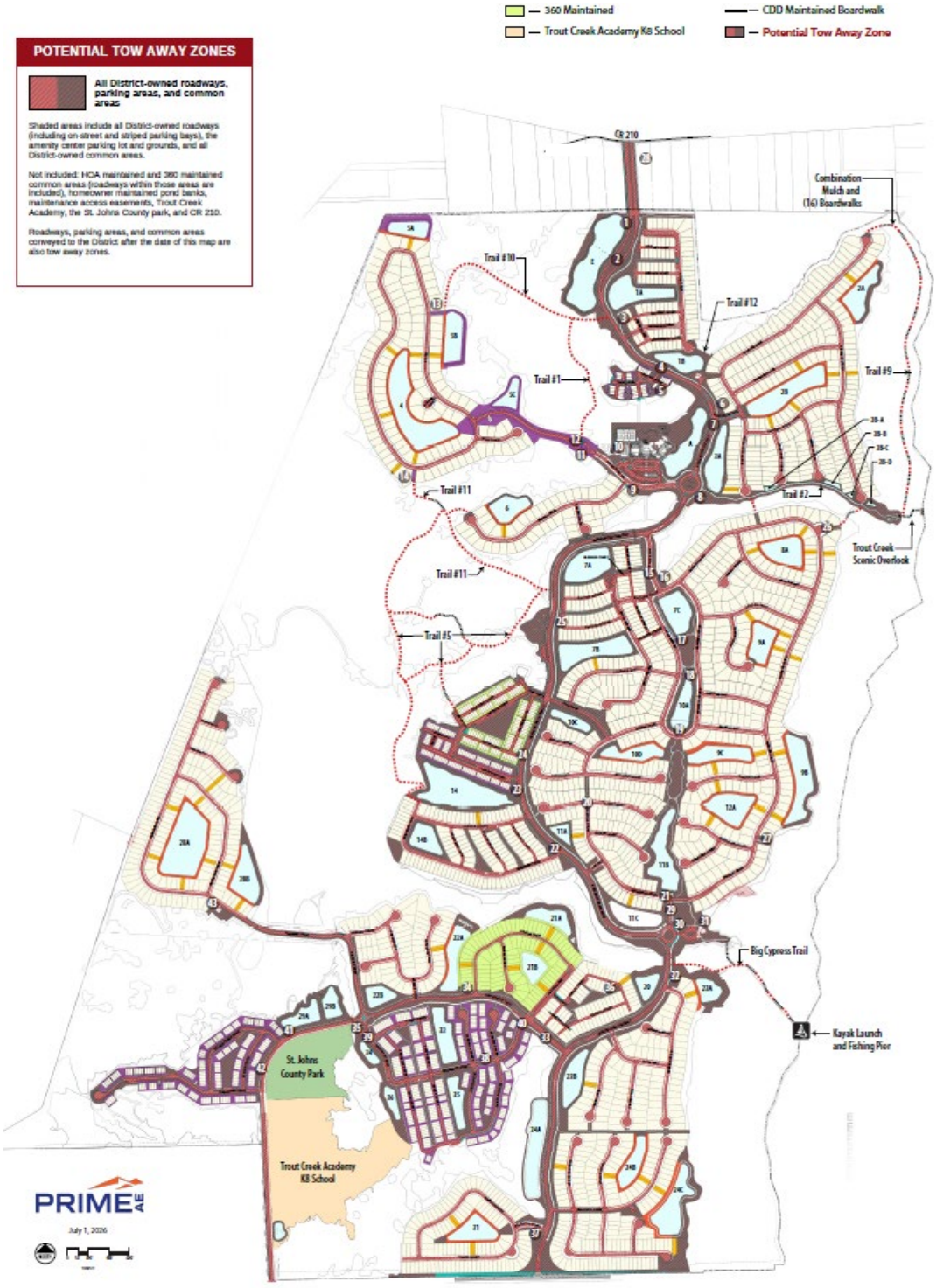
Section 7. Amendments. Areas eligible for designation as Tow-Away Zones may be added to or removed from **Exhibit A** of this Rule without a formal hearing by motion of the District's Board of Supervisors, subject to installation of proper signage, adoption of a new map, and compliance with all other requirements of Florida law. Requirements of this Rule may be suspended by the District's Board of Supervisors or by the District Manager for good cause until the next Board meeting. Any suspension by the District Manager must be documented in writing, must state the good cause relied upon, and must be reported to the Board at its next meeting. A District Representative is authorized, in his or her discretion, to activate or deactivate specific Tow-Away Zones within the eligible areas identified in Section 3.A and Exhibit A by causing (i) installation or removal of signage in accordance with Section 5.A, and (ii) corresponding updates to the active Tow-Away Zone list maintained on the District's website. No Board action is required for a District Representative to activate or deactivate specific Tow-Away Zones, to install, change, or remove Posted Parking Restrictions, or to select the enforcement method under Section 5.D. A District Representative will report those actions to the Board at its next regular meeting.

Section 8. Severability. If any provision of this Rule is held to be invalid or unenforceable, that provision will be severed and the remaining provisions of this Rule will remain in full force and effect.

Exhibit A: Areas Eligible for Designation as Tow-Away Zones (Tow-Away Zone Map)

Specific Authority: §§ 190.011(5), 190.012(2)(d), 190.012(3), and 190.041, *Florida Statutes*
Law Implemented: §§ 190.012(2)(d) and 715.07, *Florida Statutes*
Effective date: May 28, 2026, [revised January 28, 2027]

EXHIBIT A
AREAS ELIGIBLE FOR DESIGNATION AS TOW-AWAY ZONES



TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
AMENDED RULE RELATING TO PARKING AND PARKING ENFORCEMENT

On May 28, 2026, [as amended on January 28, 2027], at a duly noticed public hearing and meeting, the Board of Supervisors of the Trout Creek Community Development District ("District") adopted the following rules and policies to govern parking and parking enforcement on certain District property ("Rule"). This Rule repeals and supersedes all prior District rules or policies governing the same subject matter.

Section 1. Introduction and Application. The District finds that Vehicles and Vessels (as defined below) Parked (as defined below) on certain District property may create hazards and danger to the health, safety, and welfare of District residents, paid users, and the public, and may damage District property. This Rule is intended to provide a means by which the District may address improperly parked Vehicles and Vessels, including by towing/removal, subject to the requirements of applicable law and the procedures in this Rule.

SECTION 2. DEFINITIONS.

A. *Abandoned.* Any Vehicle or Vessel that, for a period in excess of twenty-four (24) consecutive hours, has remained in the same location on District property without being moved and without authorization to Park in that location will be deemed Abandoned.

B. *District Representative.* The District Manager, General Manager, Assistant General Manager, or such manager's designee.

~~B.~~C. *Park / Parked / Parking.* To stop, stand, or leave a Vehicle or Vessel, whether attended or unattended, except when stopping temporarily for the purpose of and while actually engaged in loading or unloading persons or property.

D. *Posted Parking Restriction.* Any limit on Parking shown on signage posted by the District under Section 5.A, including signage designating overnight Parking areas, five (5) minute Parking areas, time-limited Parking areas (for example, thirty (30) minutes or one (1) hour), no Parking areas, and areas where Parking is restricted on a temporary or short-term basis.

~~C.~~E. *Tow-Away Zone.* A designated area on District property (including~~, where applicable,~~ District-owned ~~or District controlled~~ roadways~~ and rights of way~~) in which ~~parking~~Parking is prohibited or limited by posted signage and in which the District is authorized to initiate towing and/or removal. An area constitutes a Tow-Away Zone only after the District has caused signage to be posted in accordance with section 715.07, *Florida Statutes*, and Section 5.A of this Rule. The District will maintain a list of active Tow-Away Zones on the District's website at ~~https://troutcreekedd.vglobaltech.com/~~https://troutcreekcdd.vglobaltech.com/ for informational purposes; the list is not a condition of enforcement, and an error or delay in the list will not invalidate a towing or removal otherwise made in compliance with this Rule and applicable law. **Exhibit A** (the "Tow-Away Zone Map") identifies those areas of District property eligible to be designated as Tow-Away Zones.

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~~D.~~F. *Vehicle*. Any motor vehicle, trailer, or other wheeled conveyance that is used or capable of being used as a means of transportation on land for persons or property.

~~E.~~G. *Vessel*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

SECTION 3. PARKING ALLOWED ON LIMITED BASIS; PROHIBITION; EXCEPTIONS.

A. *Tow-Away Zones.* All District-owned ~~or District-controlled~~ roadways within the District, together with the ~~additional~~District-owned parking areas ~~of District property indicated~~and common areas shown on the ~~map~~Tow-Away Zone Map attached ~~hereto~~ as **Exhibit A**, are eligible for designation as Tow-Away Zones. Roadways, parking areas, and common areas conveyed to the District after the date of the Tow-Away Zone Map are also eligible for designation as Tow-Away Zones. Any such eligible area may become an active Tow-Away Zone subject to towing enforcement under this Rule only upon installation of signage complying with section 715.07, *Florida Statutes*, and Section 5.A. Except where expressly designated for Parking ~~(e.g., by posted signage or~~ marked parking spaces ~~or signed parking areas),~~. Vehicles ~~and Vessels~~ may not Park on District property at any time and are subject to towing in accordance with Section 5. Vehicles and Vessels Parked in a Tow-Away Zone in the same location in excess of twenty-four (24) consecutive hours, and without authorization to Park in that location, are subject to towing as Abandoned under Section 2.A. ~~Notwithstanding the foregoing, Vehicles may Park for a maximum of five (5) minutes in the sections identified in **Exhibit A**; parking in these areas in excess of five (5) minutes is prohibited.~~Posted signage controls where, when, and for how long Parking is allowed within an active Tow-Away Zone. Signage may designate, among other things, (i) areas where overnight Parking is allowed; (ii) five (5) minute Parking areas; (iii) time-limited Parking areas (for example, thirty (30) minutes or one (1) hour); and (iv) areas where Parking is restricted on a temporary or short-term basis, including for special events, maintenance, construction, or public safety. Overnight Parking is prohibited except in areas that posted signage designates for overnight Parking. Overnight Parking means Parking between 11:00 P.M. and 5:00 A.M., unless posted signage states different hours. Vehicles and Vessels Parked in violation of a Posted Parking Restriction are subject to towing. Parking is prohibited at all times on any grassy or landscaped areas on District property, including common areas, pond banks, and areas bordering roadways, unless the District grants a written exception in advance. Any Vehicle or Vessel Parked in an area not expressly designated for Parking, or in any grassy or landscaped area, is subject to towing in accordance with this Rule and applicable law. **Any Vehicle or Vessel Parked on District property, including District roads, must do so in compliance with all applicable laws, ordinances, and codes, and must not block access to driveways, property entrances, fire hydrants, fire lanes, or mailboxes. Vessels must not be Parked on District property without the express written permission of the District and are subject to towing if ~~parked~~Parked without such permission.**

B. *Abandoned Vehicles and Vessels*. Abandoned Vehicles and Vessels are not permitted to be Parked on District property at any time and are subject to towing at the owner's expense.

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C. *Manner of Parking.* Vehicles, and any Vessel Parked with the District's express written permission under Section 3.A, may not be Parked such that they utilize more than one (1) marked parking space, block access to District property, prevent the safe and orderly flow of traffic, obstruct the ability of emergency vehicles to access roadways or property, cause damage to the District's property, restrict the normal operation of the District's business, or otherwise pose a danger to the District, its residents and guests, the general public, or the property of same.

D. *Exceptions.*

a. Special Circumstances. A District ~~staff~~Representative may issue a Parking permit to authorize an exception to this Rule for special events or as necessitated by special circumstances, in which case the Parking permit must be for a limited time and must be conspicuously displayed in the windshield of the Vehicle or, in the case of a Vessel or a Vehicle without a windshield, in a conspicuous location on the Vessel or Vehicle.

b. Vendors and Food Trucks. Food ~~Trucks~~trucks invited to special District events and District vendors performing District business are exempt from this Rule; provided, however, that such ~~Food Trucks~~food trucks and vendors may not Park in a manner which threatens the health, safety, and welfare of District residents and guests, or causes property damage, and are subject to special instructions issued by the District for their Parking.

c. Delivery Vehicles and Governmental Vehicles. Delivery ~~Vehicles~~vehicles, including, but not limited to, Vehicles associated with USPS, UPS, FedEx, moving companies, and District vendors are exempt from this Rule while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also Park on District property while carrying out official duties.

SECTION 4. ENFORCEMENT.

A. *Towing.* Vehicles or Vessels Parked in violation of this Rule may be towed in the District's discretion and in accordance with the requirements and procedures ~~set forth at~~in Section 5 ~~herein~~.

B. *Amenity Suspension.* The District may, in its discretion, suspend the amenity privileges of the owner or operator of any Vehicle or Vessel Parked in violation of this Rule, in accordance with the District's adopted *Suspension and Termination of Access Rule.*

SECTION 5. TOWING/REMOVAL PROCEDURES.

A. *Signage and Language Requirements.* ~~Signage~~A District Representative will determine the location and content of signage consistent with this Rule and will cause signage providing notice ~~will be approved by the District's Board of Supervisors and~~ to be furnished and installed in conjunction with the ~~District's authorized~~ towing ~~contractor~~service under Section 5.C on District property and roadways in conspicuous locations and in a manner consistent with the requirements of section 715.07, *Florida Statutes.* No Vehicle or Vessel may be towed pursuant to this Rule from any area that has not been properly posted with signage satisfying the requirements of section 715.07,

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Florida Statutes. The current list of active Tow-Away Zones will be posted on the District's website and updated as reasonably necessary to reflect changes in signage and designation. Posted signage controls the Posted Parking Restrictions that apply in each active Tow-Away Zone. A District Representative may install, change, or remove signage showing Posted Parking Restrictions, including temporary signage, at any time without further Board action. A Vehicle or Vessel may not be towed for violating a new or changed Posted Parking Restriction until the signage showing that restriction has been in place for at least twenty-four (24) hours.

B. *Towing/Removal Authority.* ~~To effect towing/removal of~~For staff-directed patrol under Section 5.D, a ~~Vehicle or Vessel, the~~ District ~~Manager, General Manager, Assistant General Manager or such manager's designee~~Representative will first verify that the subject Vehicle or Vessel was not authorized to Park under this Rule. To the extent that the District has entered into an agreement with an authorized towing service in accordance with Section 5.C~~, any of the foregoing managers~~, a District Representative, in his or her sole discretion, may authorize the removal of any such unauthorized Vehicle or Vessel by issuing a separate, written authorization specific to that Vehicle or Vessel to the towing service in a form agreed upon in the towing agreement. The towing service must not remove any Vehicle or Vessel from District property or District roadways ~~absent such~~unless (i) a District Representative has issued a specific, prior written authorization ~~from the District~~ for ~~each individual~~that tow under this Section 5.B, or (ii) the tow is made during a roving patrol authorized under Section 5.D. Any such removal, including towing fees, release fees, storage fees, and similar charges, will be at the owner's expense. The Vehicle and/or Vessel will be towed/removed by the towing service, acting as an independent contractor and not as an agent of the District, in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*. The District will not be liable for any damage to, or loss of, a Vehicle or Vessel or its contents arising from the towing, removal, or storage of the Vehicle or Vessel by the towing service, and the owner's or operator's sole recourse for any such damage or loss is against the towing service.

C. *Agreement with Authorized Towing Service.* The District's Board of Supervisors is ~~hereby~~ authorized to enter into and maintain an agreement with a ~~company~~towing service authorized by Florida law to tow~~/~~ or remove unauthorized Vehicles and Vessels ~~and~~ in accordance with Florida law and ~~with the policies set forth herein~~this Rule. Any such agreement must require the towing service to: (i) act as an independent contractor and not as an agent of the District; (ii) comply with section 715.07, *Florida Statutes*, and all applicable St. Johns County ordinances; (iii) tow or remove a Vehicle or Vessel only ~~upon the specific prior written authorization required by~~as authorized under Section 5.B or Section 5.D; (iv) maintain insurance in amounts acceptable to the District and name the District as an additional insured; and (v) defend, indemnify, and hold harmless the District and its supervisors, officers, agents, and employees from claims arising out of the towing service's performance. Nothing in any such agreement will be construed as a waiver of the District's sovereign immunity or of the limitations on liability set forth in section 768.28, *Florida Statutes*.

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D. *Enforcement Methods*. The District may enforce this Rule through roving patrol, staff-directed patrol, or both. A District Representative may select, begin, suspend, resume, or change the enforcement method at any time, for all or any part of the active Tow-Away Zones and for any days or hours, without further Board action. The District is not required to maintain either enforcement method and may end or re-implement either method at any time.

(1) *Roving Patrol.* During a roving patrol, the towing service may monitor active Tow-Away Zones and may tow or remove a Vehicle or Vessel Parked in violation of this Rule, including a Posted Parking Restriction, without a separate written authorization for each tow. A roving patrol may occur only (a) under a written towing agreement approved by the Board under Section 5.C that authorizes roving patrol, and (b) during the days, hours, and active Tow-Away Zones that a District Representative designates in writing to the towing service. A District Representative may change or revoke that designation at any time.

(2) *Staff-Directed Patrol.* During a staff-directed patrol, a District Representative identifies each Vehicle or Vessel Parked in violation of this Rule and authorizes its removal under Section 5.B. A District Representative may direct District staff or the towing service to patrol specific active Tow-Away Zones at specific times, but each tow during a staff-directed patrol requires a specific, prior written authorization under Section 5.B.

Section 6. Parking At Your Own Risk. Any permitted Parking pursuant to this Rule is at the driver's own risk. The District assumes no liability for any theft, vandalism, personal injury, and/or damage that might occur to persons, personal property, and/or Vehicles or Vessels while Parked on District property, to the fullest extent permitted by law. Parking is subject to all applicable St. Johns County laws, ordinances, and regulations, and law enforcement may take action to enforce all such laws, ordinances, and regulations. Nothing in this Rule will be construed as a waiver of the District's sovereign immunity or of the limitations on liability set forth in section 768.28, *Florida Statutes*.

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Section 7. Amendments. Areas eligible for designation as Tow-Away Zones ~~and designated Parking areas~~ may be added to or removed from **Exhibit A** of this Rule without a formal hearing by motion of the District's Board of Supervisors, subject to installation of proper signage, adoption of a new map, and compliance with all other requirements of Florida law. Requirements of this Rule may be suspended by the District's Board of Supervisors or by the District Manager for good cause until the next Board meeting. Any suspension by the District Manager must be documented in writing, must state the good cause relied upon, and must be reported to the Board at its next meeting. ~~At the direction of the Board of Supervisors, the~~A District ~~Manager, General Manager, or Assistant General Manager (or such manager's designee)~~Representative is authorized, in his or her discretion, to activate or deactivate specific Tow-Away Zones within the eligible areas identified in Section 3.A and Exhibit A by causing (i) installation or removal of signage in accordance with Section 5.A, and (ii) corresponding updates to the active Tow-Away Zone list maintained on the District's website. ~~No further Board action will be required to implement Board-directed activation or deactivation of specific zones~~No Board action is required for a District Representative to activate or deactivate specific Tow-Away Zones, to install, change, or remove Posted Parking Restrictions, or to select the enforcement method

under Section 5.D. A District Representative will report those actions to the Board at its next regular meeting.

Section 8. Severability. If any provision of this Rule is held to be invalid or unenforceable, that provision will be severed and the remaining provisions of this Rule will remain in full force and effect.

Exhibit A: Areas Eligible for Designation as Tow-Away Zones (Tow-Away Zone Map)

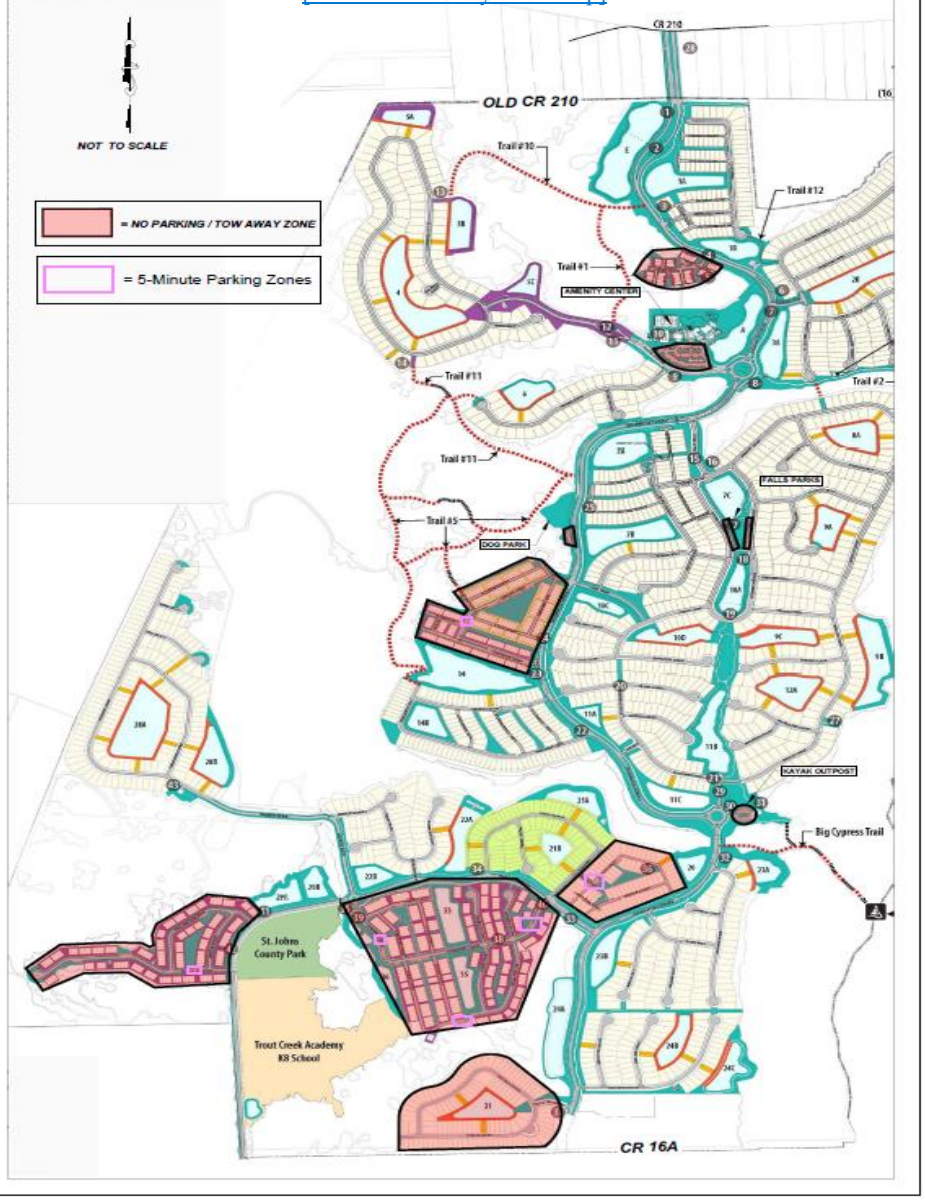
Specific Authority: §§ 190.011(5), 190.012(2)(d), 190.012(3), and 190.041, *Florida Statutes*
Law Implemented: §§ 190.012(2)(d) and 715.07, *Florida Statutes*
Effective date: May 28, 2026, [revised January 28, 2027]

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EXHIBIT A
AREAS ELIGIBLE FOR DESIGNATION AS TOW-AWAY ZONES

[Attach Tow-Away Zone Map]



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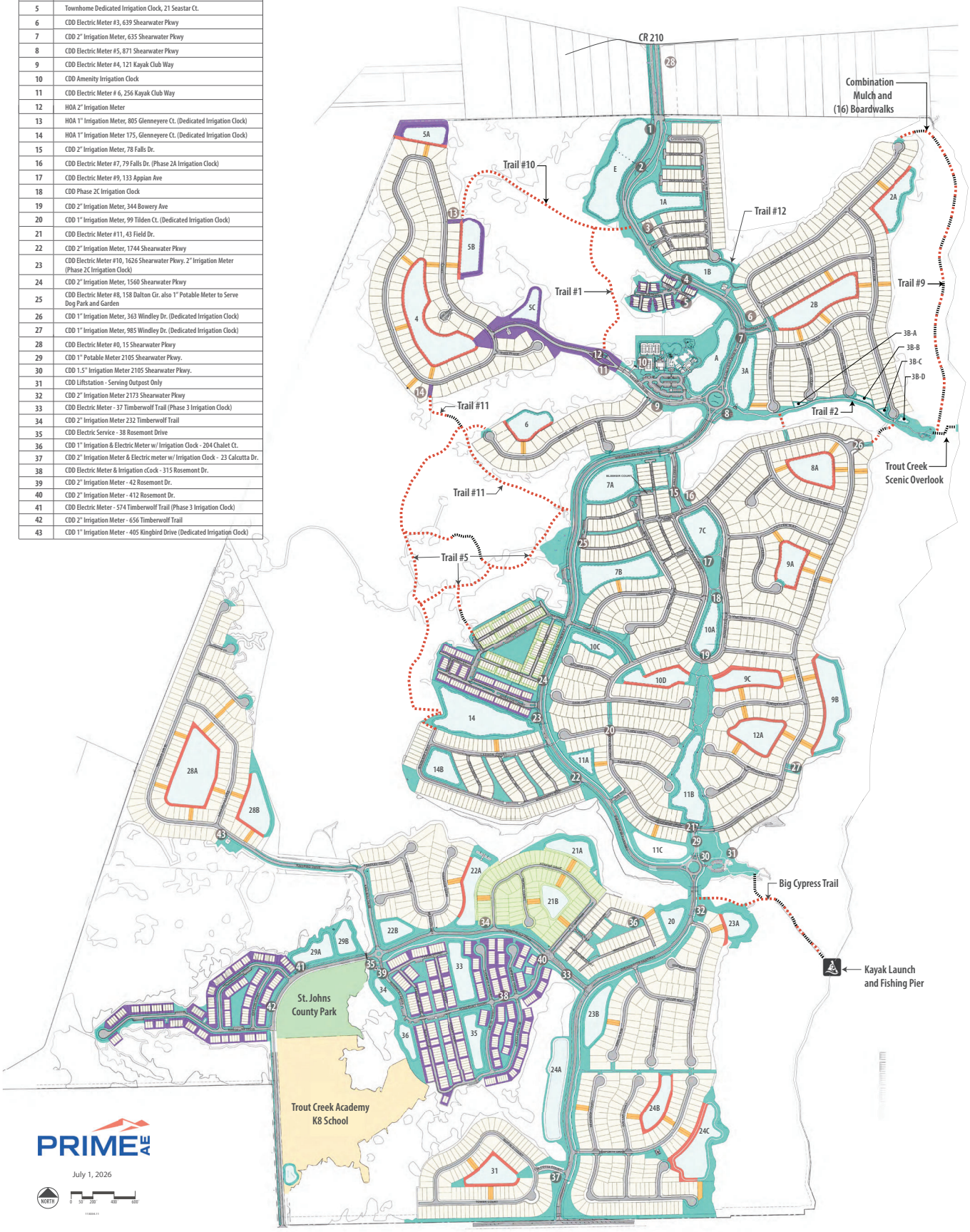
Trout Creek CDD

Landscape Maintenance Areas

Icon Number	Note
1	CDD 2" Irrigation Meter, 21 Shearwater Pkwy
2	CDD Electric Meter #1, 275 Shearwater Pkwy
3	CDD Electric Meter #2, 435 Shearwater Pkwy. (Phase 1 Irrigation Clock).
4	Phase 1C, 2" HOA Irrigation Meter, 19 Talisa Trail
5	Townhome Dedicated Irrigation Clock, 21 Seastar Ct.
6	CDD Electric Meter #3, 639 Shearwater Pkwy
7	CDD 2" Irrigation Meter, 635 Shearwater Pkwy
8	CDD Electric Meter #5, 871 Shearwater Pkwy
9	CDD Electric Meter #4, 121 Kayak Club Way
10	CDD Amenity Irrigation Clock
11	CDD Electric Meter # 6, 256 Kayak Club Way
12	HOA 2" Irrigation Meter
13	HOA 1" Irrigation Meter, 805 Glenneyere Ct. (Dedicated Irrigation Clock)
14	HOA 1" Irrigation Meter 175, Glenneyere Ct. (Dedicated Irrigation Clock)
15	CDD 2" Irrigation Meter, 78 Falls Dr.
16	CDD Electric Meter #7, 79 Falls Dr. (Phase 2A Irrigation Clock)
17	CDD Electric Meter #9, 133 Appian Ave
18	CDD Phase 2C Irrigation Clock
19	CDD 2" Irrigation Meter, 344 Bowery Ave
20	CDD 1" Irrigation Meter, 99 Tilden Ct. (Dedicated Irrigation Clock)
21	CDD Electric Meter #11, 43 Field Dr.
22	CDD 2" Irrigation Meter, 1744 Shearwater Pkwy
23	CDD Electric Meter #10, 1626 Shearwater Pkwy. 2" Irrigation Meter (Phase 2C Irrigation Clock)
24	CDD 2" Irrigation Meter, 1560 Shearwater Pkwy
25	CDD Electric Meter #8, 158 Dalton Cir. also 1" Potable Meter to Serve Dog Park and Garden
26	CDD 1" Irrigation Meter, 363 Windley Dr. (Dedicated Irrigation Clock)
27	CDD 1" Irrigation Meter, 985 Windley Dr. (Dedicated Irrigation Clock)
28	CDD Electric Meter #0, 15 Shearwater Pkwy
29	CDD 1" Potable Meter 2105 Shearwater Pkwy.
30	CDD 1.5" Irrigation Meter 2105 Shearwater Pkwy.
31	CDD Liftstation - Serving Outpost Only
32	CDD 2" Irrigation Meter 2173 Shearwater Pkwy
33	CDD Electric Meter - 37 Timberwolf Trail (Phase 3 Irrigation Clock)
34	CDD 2" Irrigation Meter 232 Timberwolf Trail
35	CDD Electric Service - 38 Rosemont Drive
36	CDD 1" Irrigation & Electric Meter w/ Irrigation Clock - 204 Chalet Ct.
37	CDD 2" Irrigation Meter & Electric meter w/ Irrigation Clock - 23 Calcutta Dr.
38	CDD Electric Meter & Irrigation cCock - 315 Rosemont Dr.
39	CDD 2" Irrigation Meter - 42 Rosemont Dr.
40	CDD 2" Irrigation Meter - 412 Rosemont Dr.
41	CDD Electric Meter - 574 Timberwolf Trail (Phase 3 Irrigation Clock)
42	CDD 2" Irrigation Meter - 656 Timberwolf Trail
43	CDD 1" Irrigation Meter - 405 Kingbird Drive (Dedicated Irrigation Clock)

LEGEND

- HOA Maintained Areas
- CDD Maintained Areas
- Homeowner Maintained Pond Bank
- 360 Maintained
- Trout Creek Academy K8 School
- St. Johns County Park
- Maintenance Access Easement
- CDD Maintained Trail
- CDD Maintained Boardwalk



PRIME AE

July 1, 2026

EXHIBIT 19C

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

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DEFINITIONS

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

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

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

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

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

"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.

"General Manager" – Shall mean the onsite supervisor of Amenity Management. References in these Policies to the General Manager include any assistant onsite supervisor of Amenity Management (each, an "Assistant General Manager").

"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. **Any age-related or supervision requirement in these Policies is intended solely to protect the health and safety of Patrons and Guests and will be applied in the least restrictive manner reasonably necessary to serve that purpose. A person with a disability may request a reasonable accommodation in these Policies, or a reasonable modification to a District Facility, that is necessary to afford an equal opportunity to use and enjoy the District Facilities by submitting a request to the District Manager, and the District will evaluate and respond to such requests as required by 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 an adult Patron aged eighteen (18) or older as follows, based on the nature of the facility and applicable safety requirements:
    a. Age 12 – Tennis Courts
    b. Age 5 – Playground, Event Lawn
    c. Age 17* – Fitness Lodge (Patrons between the ages of 14-17 must provide a liability release executed by a parent or legal guardian, after which adult supervision is not required. These age restrictions are based on equipment manufacturer safety guidelines and insurance requirements.)
    d. 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 General Manager 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 General Manager, 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 General Manager, 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 General Manager, 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 General Manager, 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.
25. Non-swimming children must have adult supervision with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a capable adult at all times in and around the pool. All persons, regardless of age, using inflatable armbands (i.e., water wings) or any U.S. Coast Guard-approved flotation device must be supervised by an adult who is in the water and within arm's length. Even proficient swimmers can find themselves at risk; the District recommends that Patrons and Guests not swim alone.

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 General Manager or Amenity Management.
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, any person who is unable to swim independently, or to walk the Lazy River safely without assistance, must be accompanied and supervised by a capable adult at all times for usage of the Lazy River. Non-swimming children must be supervised by a capable adult who remains within arm's length at all times. 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. For the safety and welfare of all Patrons and Guests, minors aged 14-17 may use the Fitness Lodge without adult supervision only after a parent or legal guardian has executed and delivered to the District a liability release in a form acceptable to the District.
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 fourteen (14) years of age and under are allowed in the Group Fitness Room only when accompanied by and under the direct supervision of an adult Patron aged eighteen (18)

or older 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. Patrons and Guests thirteen (13) years of age or older may use the Tennis courts. Children twelve (12) years of age or younger must be accompanied by an adult Patron eighteen (18) years of age or older.
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, Multi-Use Paths, and sidewalks (other than sidewalks adjacent to amenity facilities). 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, consistent with § 316.2065(3)(d), Fla. Stat. 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 Multi-Use Paths or 10 miles per hour on sidewalks, 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-served 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, as set forth in Addendum B, Section 1(a), as those hours may be adjusted by Amenity Management from time to time, or at other times when pre-approved in writing by Amenity Management., in accordance with Addendum B.
6. Additional guidelines and information on the District Facilities rental can be found in Addendum B.
7. Patrons rent District Facilities at their own risk. The District is not responsible for inclement weather, acts of God, or other circumstances beyond its control that affect a rental, including a closure of a District Facility under these Policies for weather or safety reasons. No rental fee will be refunded, in whole or in part, if a rental is cancelled, shortened, or interrupted for any of these reasons, or if the Patron does not use all or any part of the reserved rental period. Amenity Management may, in its sole discretion and subject to availability, permit the Patron to reschedule the rental to another date without an additional rental fee. If a rental does not occur for any of these reasons, the security deposit will be refunded as provided in Addendum B, Section 4, and will not be forfeited under Addendum B, Section 5. All other cancellations and security deposit refunds are governed by Addendum B.
8. The District has the authority to reserve certain areas that are not able to be reserved by Patrons for programming purposes.
9. **Facility Alcohol Policy**. The following regulations apply to Patrons intending to serve alcohol at a District Facility:
    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 Room, Conference Room, Kayak Outpost, and any other District Facility approved in writing by Amenity Management area.
    c. Alcoholic beverages are prohibited at Shearwater Pavilion.
    d. Glass containers are prohibited outside.
    e. Any person or entity reserving a District facility where alcohol is served shall remit a refundable security deposit in the amount set forth in Addendum B at the time the reservation is made. The security deposit shall be held by the District and returned to the reserving party within thirty (30) days after the event, in accordance with **Addendum B**, Section 4, 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.

f. 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 the Kayak Outpost is available only during the designated rental hours set forth in Addendum B, Section 1(a) 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 who are unable to swim, and any person who cannot safely use the Pier without assistance, must be accompanied by a capable 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.
9. All children using playground equipment must be supervised by an adult Patron eighteen (18) years of age or older. Children five (5) years of age and under must remain within the line of sight and within arm’s reach of the supervising adult while using event lawns and playgrounds.

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, Fla. Stat.; electric personal assistive mobility devices (EPAMDs) as defined in § 316.003, 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, Multi-Use Path, Designated Trail, sidewalk (other than a sidewalk adjacent to amenity facilities), 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. **"Multi-Use Path"** means a paved or unpaved path designated by the District for shared use by pedestrians, golf carts, and the other Wheeled Devices permitted under paragraph 4.

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 including, as applicable, the designation of the roadway for golf cart use under § 316.212, Fla. Stat., and the roadway limitations for low-speed vehicles and mini trucks under § 316.2122, Fla. Stat. Operators must comply with all applicable statutes, all St. Johns County ordinances (including but not limited to St. Johns County Ordinance 2018-42, as amended by Ordinance 2024-7 and as may be further amended or replaced), and the additional District-imposed requirements set out in these Use Policies. Traffic enforcement on District Roads and all other roadways within the District is within the jurisdiction of St. Johns County, including the St. Johns County Sheriff's Office, and nothing in these Use Policies supplants that jurisdiction. Any restriction in this section that applies to District Roads is a condition of the use of District Property and District Facilities, is enforceable by the District only through its Disciplinary Procedures in Addendum C, and is in addition to, and not in lieu of, traffic enforcement by St. Johns County.
    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.) and Mini Trucks (§ 320.01(44), Fla. Stat.) - permitted only on streets with a posted speed limit of 35 mph or less, and only if the vehicle is titled under Chapter 319, Fla. Stat., registered and insured in accordance with § 320.02, Fla. Stat., equipped as required by § 316.2122, Fla. Stat. (and, for LSVs, 49 C.F.R. § 571.500), and operated by a person with a valid driver license. LSVs and mini trucks 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 § 316.003, Fla. Stat.), and **EPAMDs** (as defined in § 316.003, Fla. Stat.) are permitted on District Roads in accordance with the operator's statutory rights and duties under Chapter 316, Fla. Stat., including §§ 316.2065 and 316.20655 (bicycles and electric bicycles), § 316.2068 (EPAMDs), and § 316.2128 (motorized scooters and micromobility devices), Fla. Stat.

4. **Multi-Use Paths and Sidewalks - Permitted Devices.** The following devices may be operated on Multi-Use 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; non-motorized skateboards; roller skates and inline skates; motorized scooters; EPAMDs; and micromobility devices. Mopeds, motorcycles, LSVs, mini trucks, ATVs, UTVs, motorized skateboards, devices prohibited under paragraph 7, and other off-road or motorized vehicles are PROHIBITED on Multi-Use Paths. Sidewalks are intended primarily for pedestrian use. Bicycles, Class 1, 2, and 3 electric bicycles, non-motorized push scooters, non-motorized skateboards, roller skates, inline skates, and EPAMDs may be operated on sidewalks only at a speed not exceeding 10 miles per hour, and operators must yield the right-of-way to pedestrians

and give an audible signal before overtaking and passing a pedestrian. All other Wheeled Devices, including golf carts, motorized scooters, and micromobility devices, are PROHIBITED on sidewalks. Sidewalks adjacent to amenity facilities are Common Areas and are governed by paragraph 2.

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, Multi-Use Paths, sidewalks, 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, Multi-Use Paths, and sidewalks. These devices may be transported across the District in a vehicle or carried by hand but may not be operated on District Property.

8. **Equipment; Speed; Operator Conduct.** All operators must: (a) operate the device in a careful and prudent manner and at a rate of speed reasonable for conditions and, on any Multi-Use Path, sidewalk, or other District Property other than a District Road, in no event in excess of 15 miles per hour or any lower limit set by these Use Policies or posted signage; (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 Amenity Management.
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 – Proof of Event Liability Insurance, including liquor liability coverage, of at least $1,000,000 per occurrence naming the District as an additional insured is 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 – Proof of Event Liability Insurance, including liquor liability coverage, of at least $1,000,000 per occurrence naming the District as an additional insured is 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 Amenity Management in its 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. The rental of District Facilities is only available during the following three (3) designated timeslots, subject to change at the discretion of Amenity Management: 9:00 A.M. – 1:00 P.M.; 1:30 P.M. – 5:30 P.M.; and 6:00 P.M. – 10:00 P.M.
    b. 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.
    c. Reservations for rentals can be made up to six (6) months in advance.
    d. Reservations for rentals must be made and paid for by Patrons within the District. The deposit is due at the time of reserving space.
    e. The designated rental time period is inclusive of set up and clean-up time.
    f. 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 Amenity Management in its sole discretion.
    g. Event Liability Insurance, including liquor liability coverage, shall be required for all events where alcoholic beverages are served, in the amounts and by the deadline set forth in Paragraph 9(f) of the Rental of Designated District Facilities policies.
    h. 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.
    i. 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 is 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 cleanup checklist provided by Amenity Management for the rented District Facility and return all keys and access cards to Amenity 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 Amenity 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 for any reason except as provided in subsection (c), the Patron shall forfeit one hundred percent (100%) of the security deposit.

c. Rental fees are not refundable if a rental is cancelled, shortened, or interrupted due to inclement weather, an act of God, or other circumstances beyond the District's control. The treatment of the security deposit in those circumstances is governed by Paragraph 7 of the Rental of Designated District Facilities policies.

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 first-offense~~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 N~~first-offense written n~~otice 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*: A verbal or written warning of the violation will be given to the Patron by the General Manager or Amenity Management staff. The General Manager will document each first-offense warning, whether verbal or written, in an incident report sent to the District Manager describing the violation, the date, and the individuals involved, and a copy will be~~Verbal warning of the violation may be discussed with the Patron, along with wWritten notice and explanation of the violation delivered to Patron (in person, by email, or by certified mail) and a copy~~ filed in the General Manager's office at the Kayak Club. For minors, the warning will also be given to the minor's parent or legal guardian. Following any first-offense warning, the District will deliver a formal written notice of the violation (the "First Offense Notice") to the Patron and, for minors, to the parent or legal guardian, by certified mail, return receipt requested, to the address on file, with a copy by email to the address on file, if any. The First Offense Notice should identify the violation and the applicable Rule or Policy, state that a further violation will result in suspension under this Section, and advise that the conduct described in Section 3 is subject to immediate suspension and removal without prior warning or notice. The First Offense Notice is deemed received on the date shown on the return receipt or, if delivery is refused or the notice is unclaimed, three (3) days after mailing~~a verbal warning may be discussed with the minor's parent or legal guardian, and 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 of the First Offense Notice to provide a written response explaining any mitigating circumstances.
b. *Second Offense*: Provided the First Offense Notice has been delivered as described above, automatic~~Automatic~~ suspension of all District Facilities privileges for thirty (30) days. Written notice delivered and filed as described above. For minors, the General Manager 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, warning, or First Offense Notice~~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 General Manager 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, General Manager, 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 General Manager 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 warning and First Offense 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 General Manager'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 the District Manager or the General Manager.

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.

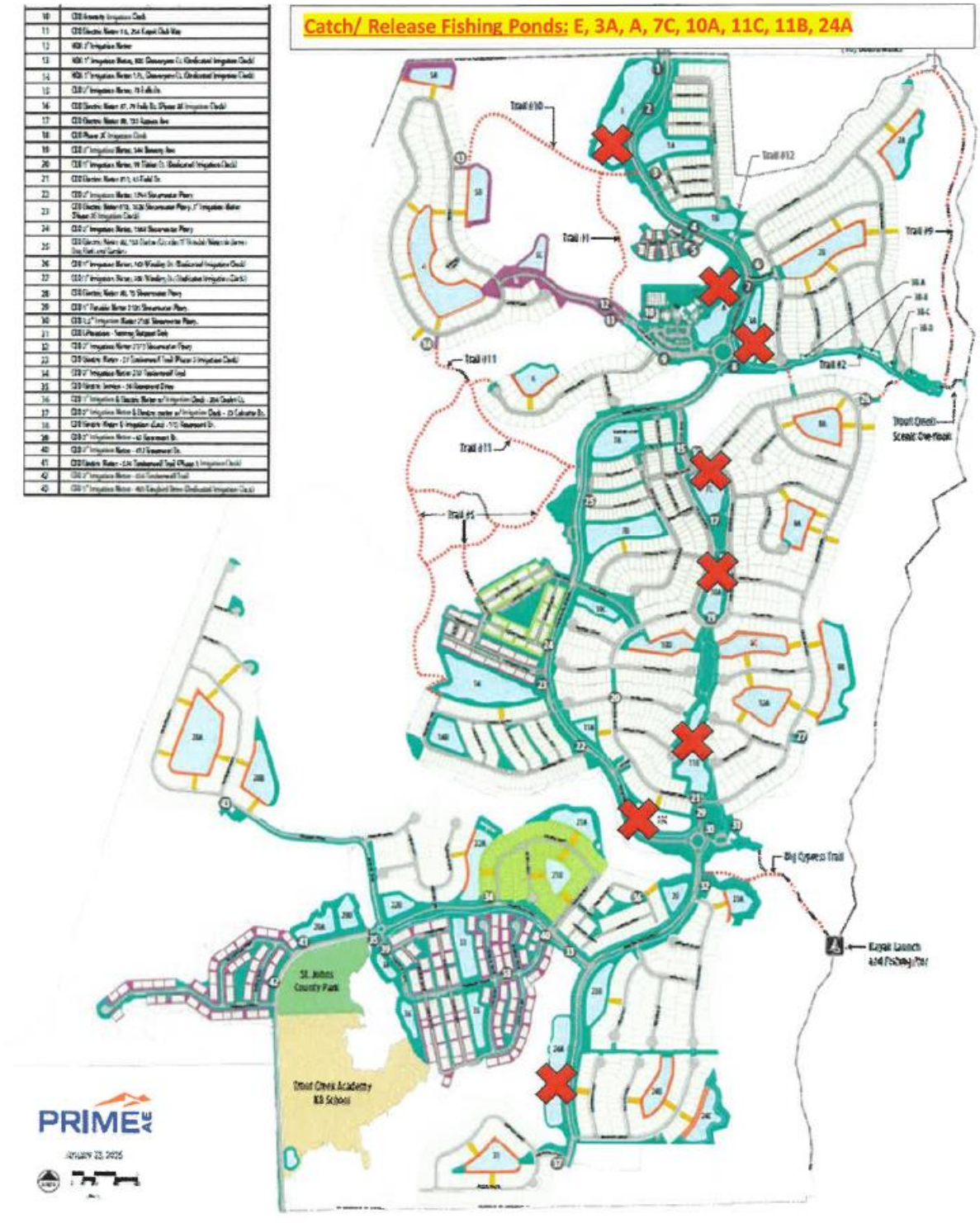


EXHIBIT 19D

EXHIBIT 20

EXHIBIT 21

EXHIBIT 22

EXHIBIT 23

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.

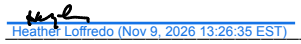
NORTHERN HELM SOLUTIONS, LLC	TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
By: Victoria Abolafia Victoria Abolafia (Nov 9, 2026 13:21:12 EST)	By:  Heather Loffredo (Nov 9, 2026 13:26:35 EST)
Name/Title: CXO	Name/Title: Heather Loffredo
Date: 11/9/2026	Date: 11/09/26

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
One-Time App Registration Fee	$5.00 per resident account, retained by Northern Helm (as defined in Section 9 of Exhibit B)
Payment Terms	Within 30 days after receipt of a proper invoice
Revenue-Share Percentage - Advertising	10% of Qualifying Advertising Revenue
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: Victoria Abolafia Victoria Abolafia (Nov 9, 2026 13:21:12 EST)	By: Heather Loffredo (Nov 9, 2026 13:26:35 EST)
Name/Title: Victoria Abolafia, CXO	Name/Title: Heather Loffredo
Date: 11/9/2026	Date: 11/09/26

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 charge a "Registration Fee" of $5.00 per resident of the Client to register for an account through the Harbor CMX mobile application for the Community. 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 $5.00, and may be charged only once for each resident account. Northern Helm will retain the entire Registration Fee, and no portion of any Registration Fee is payable to Client. 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 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: Victoria Abolafia Victoria Abolafia (Nov 9, 2026 13:21:12 EST)	By:  Heather Loffredo (Nov 9, 2026 13:26:35 EST)
Name/Title: Victoria Abolafia, CXO	Name/Title: Heather Loffredo
Date: 11/9/2026	Date: 11/09/26